

Fourth Protocol laying down the conditions relating to fishing provided for in the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other
Official Journal L 209, 02 August 2001 Pp. 2 -9

THE EUROPEAN COMMUNITY,

on the one hand, and

THE GOVERNMENT OF DENMARK AND THE HOME RULE GOVERNMENT OF GREENLAND,
on the other,

Having regard to the Agreement on fisheries between the European Economic Community, on the one hand, and the Government of Denmark and the Home Rule Government of Greenland, on the other,
HAVE AGREED AS FOLLOWS:

Article 1

1. This Protocol shall apply to fishing activities from 1 January 2001 to 31 December 2006.

2. The quotas referred to in Article 2 of the Agreement shall be fixed at the following quantities for each year:

>TABLE MISSING

3. Notwithstanding the quotas under paragraph 2 the Community may fish up to the reference quantities laid down in Annex I. This shall be without further financial compensation than laid down in Article 11. The quotas will be adapted annually or at other intervals in the light of available scientific information.

4. The quota for shrimp in east Greenland may be fished in areas west of Greenland provided that arrangements for quota transfers between shipowners from Greenland and the Community have been established on a company-to-company basis. The Greenland Home Rule Government shall undertake to facilitate such arrangements. The transfers of quotas can only take place within a maximum of 2000 tonnes annually in areas of west Greenland. The fishery carried out by the Community vessels shall take place on the same conditions as laid down in the licence issued to the Greenlandic shipowner.

5. Greenland undertakes to grant each year a quantity of 2000 tonnes of snow crab to temporary joint ventures or joint enterprises within the meaning of Articles 4 and 5.

Article 2

The quantities referred to in the first paragraph of Article 7 of the Agreement are hereby set at the following levels each year:

>TABLE MISSING<

Article 3

Greenland shall give a special preference to companies from Member States of the Community in connection with the negotiation of contracts concerning such quantities of cod, or other species, which it offers for over-the-side sales or cod-end-transfers in situations where the capacity of the Greenland fish processing plants is insufficient to process the quantities fished by the Greenland fishing fleet. Such contracts will be negotiated directly on a commercial basis.

Article 4

For the purpose of Article 8a of the Agreement the following definition shall apply:

"temporary joint venture" means any association based on a contractual agreement of limited duration between Community shipowners and physical or legal persons in Greenland, with the aim of jointly fishing for and exploiting Greenland fishing quotas by vessels flying the flag of a Member State of the European Community and sharing the cost profits or losses of the economic activity jointly undertaken, with a view to the priority supply of the Community market;

"joint enterprises" means any company regulated by Greenland law comprising one or more Community shipowners and one or more partners in Greenland, with the aim of fishing for and possibly exploiting Greenland fishing quotas in the waters under the sovereignty and/or jurisdiction of Greenland by vessels flying the flag of Greenland with a view to the priority supply of the Community market.

Article 5

The Parties shall assess the projects for the temporary joint ventures and joint enterprises. The projects shall be assessed in accordance with the methods and criteria set out in Annex II.

Article 6

In order to encourage the establishment of joint enterprises, financial assistance may be granted in accordance with conditions laid down in Council Regulation (EC) No 2792/1999(1).

Article 7

A Joint Committee shall be set up to oversee the application of Articles 5 and 6 of this Protocol. The duty of this Committee shall be, in particular, to:

- assess the projects presented by the Parties for the establishment of temporary joint ventures and joint enterprises, in accordance with the criteria set out in Annex II,
- review the activities of vessels belonging to temporary joint ventures and joint enterprises in Greenland waters before the end of their contract.

The Joint Committee shall meet at the request of either Party.

Article 8

The conditions concerning access to resources of temporary joint ventures are laid down in Annex III.

Article 9

The Parties shall promote the conduct of experimental fisheries on, inter alia, deep sea species, snow crab and squid in Greenland waters. To this end, they shall hold consultations whenever one of the Parties so requests and determine, on a case-by-case basis, relevant species, conditions and other parameters. Furthermore, they shall explore whether projects for experimental fisheries can benefit from financial assistance.

Article 10

In order to give effect to the cooperation obligations laid down in Article 9 of the Agreement, the Parties undertake to establish closer contact with a view to determining relevant areas of cooperation, in particular in the framework of regional fisheries organisations and in the field of research.

In this context, the Parties acknowledge the importance of an efficient control and enforcement scheme in the regional fisheries organisations to which both Parties adhere. They agree to cooperate with a view to facilitating an effective implementation of such schemes on the practical level within the capacity of each Party.

Article 11

1. The financial compensation referred to in Article 6 of the Agreement shall, during the period of validity of this Protocol, be fixed at EUR 42820000 payable annually at the beginning of each fishing year.
2. The compensation shall be adjusted during the course of each fishing year in proportion to the supplementary quota allocated to the Community, calculated on the basis of cod equivalents under Article 8 of the Agreement.
3. Greenland shall make available to the Community a quantity of 20000 tonnes of cod equivalents, which the Community may use for the purposes of acquiring supplementary catch possibilities. The adjusted compensation referred to in paragraph 2 may consist of up to 50 % of these cod equivalents.
4. The procedure to be followed as regards the allocation of supplementary catch possibilities under Article 8 of the Agreement is set out in Annex IV.

Article 12

Failure to implement the commitments laid down in this Protocol may, without prejudice to the provisions of Articles 7 and 10 of the Agreement, entail a corresponding reduction in the commitments referred to in Articles 1 and 11 of this Protocol.

Article 13

This Protocol shall enter into force on the date of its signature. It shall apply from 1 January 2001. The Parties shall notify each other on the completion of the procedures necessary for this purpose.

Article 14

1. No later than 30 June 2003 the Parties shall meet with a view to assessing the effectiveness of the

Protocol.

2. They shall review and assess the adequacy of this Protocol and if necessary propose amendments. In this context they shall assess the overall relationship between the Parties and assess whether additional instruments should be developed and implemented to better address the development needs of Greenland.

3. Following the entry into force of this Protocol, the Parties undertake to prepare the review meeting referred to in paragraph 1. To this end, they will establish appropriate contacts and exchange material which they deem appropriate.

No later than four months before the meeting referred to in paragraph 1, the Parties shall notify each other of the subject matters which they intend to raise and, as appropriate, their possible proposals for amendments.

4. Two months following the notification, the Parties shall enter into consultations with a view to preparing the review meeting and examining any possible proposals for amendments.

5. Following the completion of the review meeting the Parties shall notify each other of the acceptance by their respective authorities of any proposed amendments.

Article 15

This Protocol shall be drawn up in duplicate in the Danish, Dutch, English, Finnish, French, German, Greek, Italian, Portuguese, Spanish and Swedish languages, each text being equally authentic.

The Greenland authorities will provide a translation into Greenlandic of the Protocol.

ANNEX I

REFERENCE QUANTITIES

>TABLE MISSING

ANNEX II

METHODS AND CRITERIA FOR PROJECT ASSESSMENT

1. The Parties shall exchange information on the projects presented for the formation of temporary joint ventures and joint enterprises according to Article 4 of this Protocol.

2. The projects shall be presented to the Community via the competent authorities of the Member State or Member States concerned.

3. The Community shall submit to the Joint Committee a list of projects concerning temporary joint ventures and joint enterprises. The Joint Committee shall assess the projects in accordance, inter alia, with the following criteria:

(a) technology appropriate to the proposed fishing operations;

(b) target species and fishing zones;

(c) age of the vessel;

(d) in case of temporary joint ventures, the total duration and that of fishing operations;

(e) previous experience of the Community shipowner and any Greenlandic partner in the fisheries sector.

4. The Joint Committee shall issue an opinion on the projects following the assessment under point 3.

5. In the case of temporary joint ventures, once the projects have received a favourable opinion from the Joint Committee, the Greenland authority shall issue the necessary authorisations and fishing licences.

ANNEX III

CONDITIONS CONCERNING ACCESS TO RESOURCES OF TEMPORARY JOINT VENTURES IN GREENLAND

1. Licences

The fishing licences to be issued by Greenland shall have a validity equal to the duration of the temporary joint ventures. Fishing shall take place on quotas allocated by the Greenland Authority.

2. Replacement of vessels

A Community vessel operating under a temporary joint venture may be replaced by another Community vessel with equivalent capacity and technical specifications only on duly justified grounds and with the

agreement of the parties.

3. Fitting-out

Vessels operating under temporary joint ventures shall comply with the rules and regulations applicable in Greenland regarding fitting-out, which regulation shall be applied without discrimination between Greenland and Community vessels.

4. Catch declaration

(a) All Community vessels shall forward to the Greenland authority a catch declaration in accordance with Greenlandic fishery regulations.

(b) A copy of the catch declaration shall be forwarded to the European Commission.

(c) In the event of these provisions not being complied with, the Greenland authority may suspend the fishing licence of the vessel involved until the said formalities have been complied with.

5. Scientific observers

At the request of the Greenland authority, Community vessels fishing pursuant to this Protocol shall permit a scientific observer designated by the said authority to come on board to perform his tasks. The observer shall be provided with all the facilities necessary for the exercise of his functions.

The conditions of his stay on board shall be the same as those of the other officers of the vessel.

Observers remunerations and social security contributions shall be paid by the Greenland authorities. The costs of their stay on board shall be borne by the owner of the vessel.

ANNEX IV

SUPPLEMENTARY CATCH POSSIBILITIES

1. The authorities responsible for Greenland undertake to offer to the Community by 15 November each year such supplementary catch possibilities referred to in Article 8 of the Agreement, which at the time are expected to be available the following fishing year.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer no later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks, the authorities responsible for Greenland will be free to offer the supplementary catch possibilities to other parties.

2. If at any time during the fishing year additional supplementary catch possibilities under Article 8 of the Agreement are identified, which exceed the catch possibilities contained in the offer referred to in paragraph 1, the authorities responsible for Greenland shall offer the Community such additional possibilities.

The Community shall inform the authorities responsible for Greenland of its reaction to the offer no later than six weeks after receipt of the offer. If the Community either declines the offer or does not react within six weeks, the authorities responsible for Greenland will be free to offer the supplementary catch possibilities to other parties.