

PROTOCOL

modifying the 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 local Government of Greenland, on the other

Further to the Joint Committee meeting of 16 to 18 June 2003, the fourth Protocol⁽¹⁾ is modified as follows, with effect from 1 January 2004:

1. Article 1 is replaced by the following:

'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 each year in the light of available scientific information. They shall be calculated as the remainder of Greenland's total allowable catches after subtraction of the quantities referred to in the first paragraph of Article 7 of the Agreement and indicated in Article 2, but shall not exceed the following quantities:

Species	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Cod	pm ⁽¹⁾	
Redfish	0 ⁽²⁾	25 500 ⁽³⁾
Greenland halibut	1 500 ⁽⁴⁾	9 000 ⁽⁵⁾
Shrimp	4 000	5 675
Atlantic halibut	200 ⁽⁶⁾	1 000 ⁽⁶⁾
Capelin		(7)
Roundnose grenadier	1 350	2 000
Snowcrab	1 000	
By-catches	2 000 ⁽⁸⁾	

⁽¹⁾ In the event of stock recovery, the Community may fish up to 31 000 tonnes, with a corresponding increase in the part of the financial compensation referred to in Article 11(2). May be fished east or west.

⁽²⁾ The Community may ask for an increase in the quota, by the end of November for the following year, up to a maximum of 5 500 tonnes, with a corresponding increase in the part of the financial compensation referred to in Article 11(2).

⁽³⁾ May be fished east or west and of which a maximum of 20 000 tonnes may be fished by pelagic trawl. Catches from the bottom-trawl fishery and the pelagic-trawl fishery shall be reported separately. The Community may ask for an increase in the quota, by the end of November for the following year, up to a maximum of 47 320 tonnes, with a corresponding increase in the part of the financial compensation referred to in Article 11(2).

⁽⁴⁾ 500 tonnes may be fished either north or south in agreement with Greenland authorities.

⁽⁵⁾ This figure may be revised in the light of the agreement for the allocation of catch possibilities between coastal countries. The fishery shall be managed through a limitation on the number of vessels fishing at the same time.

⁽⁶⁾ If by catches by Community vessels of Atlantic halibut in trawl cod and redfish fisheries would imply overruns of Community quotas of Atlantic halibut, the Greenland authorities will provide solutions to the effect that Community cod and redfish fisheries nevertheless can continue until the cod and redfish quotas have been exhausted.

⁽⁷⁾ 7,7 % of the capelin TAC for the season.

⁽⁸⁾ Refers to the combined by-catch of cod, catfish, skate, ling and tusk. The by-catch quantities of cod shall not exceed 100 tonnes. May be fished east or west.

⁽¹⁾ OJ L 209, 2.8.2001, p. 2.

3. 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 European 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 2 000 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.

4. Authorisations for experimental fisheries will be made available for a trial period of a maximum six months each, in accordance with Article 9 and Annex V.

5. When the Parties conclude that the experimental campaigns have achieved positive results, the Greenland Home Rule Government will allocate 50 % of the fishing opportunities on the new species to the Community fleet, until the end of this Protocol. This, with a corresponding increase in the part of the financial compensation referred to in Article 11(2).;

2. Article 2 is replaced by the following:

'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:

Species	(tonnes)	
	Western stock (NAFO 0/1)	Eastern stock (ICES XIV/V)
Cod	50 000 ⁽¹⁾	
Redfish	2 500	5 000
Greenland halibut	4 700	4 000
Shrimp	25 000	1 500

(1) May be fished west or east;

3. Article 3 is deleted;

4. Article 9 is replaced by the following:

'Article 9

The Parties shall promote the conduct of experimental fisheries on, *inter alia*, deep sea species, cephalopods, clams and capelin (western stock) 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. The Parties shall implement the experimental fishery in accordance with Annex V.;

5. Article 11 is replaced by the following:

'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 42 820 000 per annum payable at the beginning of each fishing year.

2. The part of the financial compensation representing EUR 31 760 679 is considered to be the amount in return for fishing possibilities. That amount shall be adjusted during the course of each fishing year where any supplementary quota are allocated to the Community in excess of the quota quantities referred to in the table in Article 1. The adjustment shall be calculated on the basis of the market prices of the different species for which the supplementary quota are allocated.

3. Greenland shall make available to the Community a quantity of 20 000 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 III.

5. The financial contribution deriving from the direct payment of licences by the vessels owners will be deducted from the Community global compensation as set out in Article 11(1). The licence fees per species and per tonnes allocated to vessels shall be set in accordance with Annex VI. The implementing technical modalities for the attribution of fisheries licences shall be agreed by an administrative arrangement between the Parties.

6. Greenland shall implement budgetary support to the fisheries sector for the three remaining years of the Protocol in accordance with the policy commitments undertaken in the Greenland Prime Minister's letter to President Prodi of 12 June 2003. The orientations on strategy and objectives of the reform of the Greenland fisheries policy, as defined and programmed independently and autonomously by the Greenland Home Rule Government, as well as the technical details concerning the definition, the implementation and the monitoring of the budget support to the fisheries sector in Greenland shall be determined in an administrative arrangement between Greenland and the European Community. Greenland shall affect EUR 500 000 to increase the budget of the Greenland Institute of Natural Resources.;

6. Article 14 is replaced by the following:

Article 14

Not later than 30 June 2005 the Parties shall assess the implementation of this Protocol with a view to preparing the negotiations for the next Agreement.;

7. Annex I is deleted;

8. Annex V is added, as follows:

ANNEX V

Details of implementation for experimental fisheries

The Home Rule Government of Greenland and the European Commission shall jointly decide on the European Community operators, the most suitable time as well as the arrangements for the implementation of experimental fisheries. In order to facilitate the exploratory work of the vessels, the Home Rule Government of Greenland (through the Greenland Institute of Natural Resources) shall provide existing scientific and other basic information.

The Greenland fishing industry shall be closely associated (coordination and dialogue on the arrangements for experimental fisheries).

Length of the campaigns: maximum six months and minimum three months, unless changed by the parties in agreement.

Selection of candidates for the implementation of the experimental campaigns:

The European Commission shall communicate to the Greenland authorities the requests for licences for experimental fishery. A technical dossier specifying:

- the technical characteristics of the vessel,
- the level of expertise on the fishery of the ship's officers,
- the proposal for the technical parameters of the campaign (length, gear, exploration regions, etc.).

The Home Rule Government of Greenland will organise a technical dialogue between the administrations of the Greenland Government and the European Commission with the shipowners concerned, if it considers this necessary.

Before the beginning of the campaign, the vessel owners shall submit to the Greenland authorities and to the European Commission:

- a declaration of the catches already on board,
- the technical characteristics of the fishing gear to be used for the campaign,
- an assurance that they comply with the Greenland Regulations for fisheries.

During the campaign at sea, the owners of the vessels concerned shall:

- provide the Greenland Institute of Natural Resources, the Greenland authorities and the European Commission with a weekly report on catches per day and by haul, including the description of the campaign's technical parameters (position, depth, date and time, catches and other observations or comments),
- communicate the vessel's position, speed and heading by VMS,
- ensure the presence on board of one Greenlandic scientific observer or an observer chosen by the Greenland authorities. The role of the observer will be to gather scientific information from the catches, as well as to sample the catches. The observer shall be treated as a ship's officer and the shipowner shall cover the living costs of the observer during his stay on the vessel. The decision on the observer's time on board, the length of his stay, the boarding and landing harbour will be fixed in agreement with the Greenland authorities. Unless there is agreement between the parties to the contrary, the vessel will never be obliged to put into harbour more than once per two months,
- submit the vessels to inspection on leaving Greenland's waters if the Greenland authorities so request,
- ensure that they comply with the Greenland Regulations for fisheries.

The catches including the by-catches obtained during the scientific campaign remain the property of the shipowner.

The Greenland authorities will designate a contact person responsible for addressing any unforeseen problems that might hinder the development of the experimental fisheries.'

9. Annex VI is added as follows:

'ANNEX VI

Licence fees

The following rates⁽¹⁾ shall apply:

Species	EUR per tonne
Redfish	52
Greenland halibut	85
Shrimp	74
Atlantic halibut	199
Capelin	7
Roundnose grenadier	10
Snowcrab	122

⁽¹⁾ The rates may be adapted periodically by administrative arrangement between the Parties, taking into account the market and fisheries situation.'