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To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2024) 481 Annex
Subject:	ANNEX to the Proposal for a Council Decision on the signing, on behalf of the European Union, and provisional application of the Implementing Protocol (2025-2030) to the Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand

Delegations will find attached document COM(2024) 481 Annex.

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ANNEX

ANNEX

to the

Proposal for a Council Decision

on the signing, on behalf of the European Union, and provisional application of the Implementing Protocol (2025-2030) to the Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand

ANNEX

PROTOCOL

Implementing the Sustainable Fisheries Partnership Agreement between the European Union on the one hand, and the Government of Greenland and the Government of Denmark, on the other hand

Article 1

Objective

The objective of this Protocol is to implement the provisions of the Sustainable Fisheries Partnership Agreement between the European Union (the Union) and the Government of Greenland (Greenland) and the Government of Denmark. This Protocol includes an Annex and Appendices, which shall form an integral part of this Agreement.

Article 2

Indicative fishing opportunities and process to fix their annual level

1. The Greenlandic competent authorities authorise Union vessels to engage in fishing activities for the species and respective management areas listed below according to the following annual indicative level (in tonnes):

Species and respective management areas in the Greenlandic EEZ outside 12 nautical miles from the baseline	**Indicative Opportunities**
Cod in ICES Subareas II, V, XII, XIV	2 050
Pelagic redfish (REB) in ICES Subareas XII, XIV and in NAFO 1F, unless fished under the pelagic redfish flexibility scheme Appendix 5 to the Annex	0[1]
Demersal redfish (RED)[2] in ICES Subareas II, V, XII, XIV	2 100
Greenland Halibut in NAFO Subarea 1 — South of 68° North	1 900
Greenland Halibut in ICES Subareas II, V, XII & XIV[3]	4 775
Northern Prawn in NAFO Subarea 1	2 431
Northern Prawn in ICES Subareas II, V, XII, XIV	4 150
Capelin in ICES Subareas II, V, XII, XIV[4]	13 000

[1] Any allocation of Redfish should be in line with management agreement and decisions reached at NEAFC level.

[2] RED is the FAO code for Sebastes spp, however for catch reporting the species should be encoded according to the species (REG, REB).

[3] To be fished by no more than 6 vessels at the same time.

[4] When catchable, subsequent to a minimum quota for Greenland of 30.000 tons according to the initial, intermediate and final TAC, the Union shall be offered fishing opportunities as available to a maximum of 7,7% of the applicable capelin TAC during the fishing season and in line with the provisions of Article 2(2) and 2(3). The EU shall respond to offers for fishing opportunities made between 1

Mackerel in ICES Subareas II, V, XII, XIV	0
Grenadier spp. in ICES Subareas II, V, XII, XIV[5]	100
Grenadier spp. in NAFO Subarea 1	100
By-catch	300

2. For each year of the duration of the Protocol and no later than 1 December of the previous year, the Joint Committee shall adopt the actual level of the fishing opportunities for the species listed above, based on the indicative level set out in paragraph 1 and taking into account available scientific advice, relevant management plans adopted by the Government of Greenland or Regional Fisheries Management Organisations, the precautionary approach and the needs of the Greenlandic fishing industry.

(a) If the actual fishing opportunities for some species are lower than those indicated in paragraph 1, the Joint Committee may compensate with other fishing opportunities in the same year. If no compensation is agreed, the Joint Committee shall adjust the financial contribution referred to in point (a) of Article 3(2) proportionately with the fishing opportunities relative to the indicative fishing opportunities in Article 2(1).

(b) If the actual fishing opportunities are higher than those indicated in paragraph 1, the Joint Committee shall adjust the financial contribution referred to in point (a) of Article 3(2) proportionately.

3. Beyond the annual process as described in paragraph 2, in accordance with Article 2(2), additional fishing opportunities for the species listed in paragraph 1 may be offered by Greenland and accepted in whole or in part by the Union. In such circumstances, the Joint Committee shall review the additional fishing opportunities and adjust the financial contribution referred to in point (a) of Article 3(2) proportionately. The Union competent authorities shall provide Greenland with a response no later than six weeks after receipt of the offer.

4. Management of the by-catch

Union vessels operating in the Greenlandic EEZ shall abide by the applicable rules on by-catch, both for regulated and non-regulated species and on a discard ban.

(a) By-catches are defined as catches of all marine living organisms where these are not mentioned as target species on the fishing authorisation of the vessel or do not meet the minimum size requirements.

—By-catch is limited to a rate of 5% in the Northern prawn fisheries and 10% in other

October and 31 December within 14 calendar days. For fishing opportunities offered to the EU outside this period the EU shall endeavor to respond within 5 calendar days, and by the latest 7 calendar days.

[5] Roundnose Grenadier and Rough-head Grenadier shall not be targeted, and catches shall only be taken as by-catch in association with other targeted species.

fisheries.

—No specific fishing authorisation is granted for by-catches.

(b) All catches, including by-catches and discards must be recorded and reported by species according to applicable Greenlandic Legislation.

(c) No specific fishing authorisation fee shall be paid for by-catches, considering that fees laid down in the Annex to the Protocol for target species have been fixed taking into account rules on authorised by-catches.

(d) In addition and without prejudice to the by-catch rates and rules mentioned under points (a) to (c) above, Union vessels shall implement fishing strategies to ensure by-catches of redfish and cod in Greenland halibut directed fisheries, by-catches of redfish and Greenland halibut in cod directed fisheries and by-catches of cod and Greenland halibut in redfish directed fisheries do not exceed 5% of the authorised catches for the targeted species by trip. A trip is the period between an entry into and an exit from the Greenlandic EEZ. In case a vessel is fully unloaded in a Greenlandic port, subsequent catches are treated as a new trip.

Article 3

Financial contribution — Methods of payment

1. For the period referred to in Article 13 of this Protocol, the financial contribution of the Union referred to in Article 8 of the Agreement shall be EUR 17 296 857 per year.

2. This financial contribution shall comprise:

(a) an annual amount for the access to the Greenlandic EEZ of EUR 14 096 857 subject to Article 2(2) and (3), and Article 7;

(b) a specific amount of EUR 3 200 000 per year for the support and implementation of Greenlandic sectoral fisheries policy.

3. The total amount of the financial contribution paid by the Union shall not be more than twice the amount indicated in point (a) of Article 3(2).

4. The Union shall pay the amount as set out in point (a) of paragraph 2 no later than 30 June in the first year and no later than 1 March in the following years. The Union shall pay the specific amount as set out in point (b) of paragraph 2 no later than 30 June in the first year and no later than 1 June in the following years.

5. The Greenlandic authorities shall have full discretion regarding the use of the financial contribution as specified in point (a) of paragraph 2.

6. The financial contribution shall be paid into a Public Treasury account opened with a financial institution specified by the Greenlandic authorities.

Article 4

Sectoral support

1. The financial contribution for sectoral support as set out in point (b) of Article 3(2) shall be separate from the payments for access costs. It shall be determined by and conditional on the achievements of Greenlandic sectoral fisheries policy objectives, identified by the Joint Committee, and in the light of the annual and multiannual programming to attain them.

2. As soon as this Protocol starts to apply and no later than three months after that date, the Joint Committee shall agree on a multiannual sectoral programme and detailed implementing rules covering, in particular:

(a) annual and multiannual guidelines for using the part of the financial contribution referred to in point (b) of Article 3(2) for the initiatives to be carried out each year;

(b) the objectives, both annual and multiannual, to be achieved with a view to securing a continuation, over time, of responsible fishing and sustainable fisheries, based on the priorities of Greenland's national fisheries policy and other policies relating to or having an impact on the continuation of responsible fishing and sustainable fisheries;

(c) criteria and procedures for evaluating the results obtained each year.

3. Any proposed amendments to the multiannual sectoral programme must be agreed by the Joint Committee.

4. The financial contribution for sectoral support shall be paid based on a detailed analysis of the outcomes of the sectoral support and of the needs identified during the programming. The Union may suspend, partially or totally, payment of this specific financial contribution:

(a) if the results obtained are inconsistent with the programming, following an evaluation carried out by the Joint Committee;

(b) in the event of failure to implement this financial contribution in line with the agreed programming.

Suspension of the payment shall require the Union to notify its intention in writing at least three months before the date on which suspension is due to take effect.

Payment of the financial contribution shall resume after consultation and agreement by the Parties, and/or if the results of the financial implementation referred to in paragraph 5 so warrant.

(c) in the case where the protocol is suspended according to Article 8 the amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which the application of the Protocol was suspended.

5. The Joint Committee is responsible for the follow up of the implementation of the multiannual sectoral support programme. If necessary, both Parties shall continue this follow up through the Joint Committee, after the expiry of the Protocol until the specific financial counterpart related to sectoral support foreseen in point (b) of Article 3(2) has been fully utilised.

Article 5

Scientific cooperation

Both Parties undertake to promote cooperation as regards responsible fishing, including at a regional level, in particular within NEAFC and NAFO and any other sub-regional or international body concerned. The Joint Committee may consider how to ensure the sustainable exploitation of the fishery resources, in compliance with relevant conservation and management measures.

Article 6

Experimental Fisheries

Parties will cooperate including in the framework of Article 4 to implement sustainable experimental fisheries for species and stocks not included in Article 2(1) through the process outlined in Chapter VI of the Annex and without consequence for the Union's financial contribution as set out in point (a) of Article 3(2).

Article 7

New fishing opportunities

1. New fishing opportunities are fishing opportunities for species and respective management areas to be included in Article 2(1), subject to a proportional increase in the part of the financial contribution referred to in point (a) of Article 3(2).

2. When an interest is expressed by either Party in including a new fishing opportunity in Article 2(1), it shall be considered by the Joint Committee based on Greenlandic Laws and Regulations, the best available scientific advice, the need of the Greenland fishing industry, and the precautionary approach. New fishing opportunities will thereafter be subject to the process in Article 2(2) and (3). The Joint Committee shall also fix the reference price for the new species and the authorisation fees to apply until this Protocol expires.

Article 8

Suspension of the Protocol and review of the financial contribution

1. The application of this Protocol, including payment of the financial contribution, may be suspended, or reviewed as for the financial contribution, at the initiative of either of the Parties under one or more of the following circumstances:

(a) where situations, other than natural phenomena, arise which are beyond the reasonable control of the Parties and are such as to prevent fishing activities in Greenlandic EEZ; or

(b) where, as result of significant changes in the policy guidelines which led to the conclusion of this Protocol are enacted, either one of the Parties requests a review of the provisions with a view to a possible amendment thereof; or

(c) where an unresolved serious dispute has arisen within the fisheries sector between the Parties and/or relating to the interpretation or application of the agreement; or

(d) where either one of the Parties ascertains a breach of fundamental rights as guaranteed by

the European Convention for the Protection of Human Rights and Fundamental Freedoms and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP).

This subparagraph shall not apply if the breach occurs in any area of responsibility or field of competence in which the Government of Greenland, as a result of the status of Greenland as a self-governing part of the Kingdom of Denmark, does not hold formal responsibilities or does not have formal competences.

2. The Union may suspend the payment of the financial contribution for sectoral support provided for in point (b) of Article 3(2) in accordance with Article 4(4) thereof.

3. Suspension of the application of this Protocol, including payment of the financial contribution, shall require the Party concerned to notify its intention in writing, except in cases of special urgency, at least three months before the date on which suspension is due to take effect.

4. Application of this Protocol, including payment of the financial contribution, shall resume once the situation has been remedied following actions to mitigate the above-mentioned circumstances and following consultation and agreement between the Parties. The amount of the financial contribution shall be reduced proportionately and *pro rata temporis* according to the period during which the application of the Protocol was suspended.

Article 9

Termination

Following termination under the conditions laid out in Article 17(1) and (2) of the Agreement, payment of the financial contribution referred to in Article 3(2) of this Protocol for the year in which the termination takes effect shall be reduced proportionately and *pro rata temporis*.

Article 10

National Laws and Regulations

1. The activities of Union vessels when operating in Greenlandic EEZ shall be governed by the applicable Laws and Regulations in Greenland and the Kingdom of Denmark without prejudice to the responsibilities of Union vessels with regards to EU legislation, unless otherwise provided for under the Agreement, Protocol, and the Annex hereto.

2. Greenland shall inform the Union of any changes or new legislation which is relevant to foreign vessels fishing in the Greenlandic EEZ in due time before the entry into force of such changes or new legislation. Greenland will endeavour, whenever possible, to give notice of changes in legislation at least 3 months prior to implementation.

Article 11

Data Protection

1. The Parties shall ensure that data exchanged under the Agreement are used by the competent authority solely for the purpose of implementing the Agreement and, in particular, for management purposes and for fisheries monitoring, control and surveillance.

2. The Parties undertake to ensure that all commercially sensitive and personal data relating to Union vessels and their fishing activities obtained under the Agreement, as well as all commercially sensitive information relating to the communication systems used by the Union,

are treated as confidential. Data relating to Union vessels and their fishing activities under this Agreement, including personal data, may be published as required by law, especially § 52 in Act no 29 of 23 May 2024 on Fisheries, to ensure transparency with regard to fishing operations. Such law shall apply in a non-discriminatory manner to all vessels fishing in Greenlandic EEZ.

3. Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject.

4. Personal data exchanged under the Agreement shall be processed in accordance with the provisions set out in Appendix 6 to the Annex to this Protocol. Further safeguards and legal remedies in relation to personal data and data subjects' rights may be laid down by the Joint Committee.

5. Data exchanged under the Agreement shall continue to be processed in accordance with this Article and Appendix 6 even after the expiry of this Protocol.

Article 12

Provisional Application

This Protocol shall be applied provisionally as from the date of its signature by the Parties.

Article 13

Duration

This Protocol and the Annex thereto shall apply for a period of six years from the date of the start of its provisional application.

Article 14

Entry into force

This Protocol and the Annex thereto shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for that purpose.

ANNEX

CONDITIONS GOVERNING FISHING ACTIVITIES BY UNION VESSELS UNDER THE PROTOCOL IMPLEMENTING THE SUSTAINABLE FISHERIES PARTNERSHIP AGREEMENT BETWEEN THE EUROPEAN UNION, ON THE ONE HAND, AND THE GOVERNMENT OF GREENLAND AND THE GOVERNMENT OF DENMARK, ON THE OTHER

CHAPTER I

GENERAL PROVISIONS

1. Designation of competent authority

For the purposes of this Annex and unless otherwise specified, competent authority means:

— for the Union: European Commission

— for Greenland: Ministry of Fisheries and Hunting

2. Fishing authorisation means a license issued in respect of an Union vessel entitling it to carry out specific fishing activities during a specific period, in the Greenland Exclusive Economic Zone as identified in paragraph 3.

3. Fishing zone

3.1. The fishery shall take place within the EEZ as provided for in the Regulation No 1020 of 20 October 2004 in accordance with Royal Decree No 1005 of 15 October 2004 on the Entry Into Force of Act on Exclusive Economic Zones for Greenland entering into force Act No 411 of 22 May 1996 on Exclusive Economic Zones.

3.2. The fishery shall take place at least 12 nautical miles off the baseline according to § 13 Section 2 of Act No 29 of 23 May 2024 on Fisheries issued by Inatsisartut (the Greenlandic Parliament).

3.3. The baseline is defined in accordance with Royal Decree No 1004 of 15 October 2004 on Amendment of Royal Degree on Delimitation of the territorial Waters of Greenland.

CHAPTER II

APPLICATION FOR AND ISSUE OF FISHING AUTHORISATIONS

1. Conditions for obtaining fishing authorisations

1.1. A fishing authorisation referred to in Article 2 of the Agreement may only be granted to vessel(s) owners of Union fishing vessels that are on the EU register of fishing vessels. In order to fish under the pelagic redfish flexibility scheme, vessels must also be notified to NEAFC in accordance with its rules. Moreover, they shall not be on any Regional Fisheries Management Organisation (RFMO) IUU vessels list.

1.2. For a vessel to be eligible, neither the owner, the master nor the vessel itself shall be prohibited from fishing in the Greenlandic fishing zone. They shall have fulfilled prior obligations arising under the Agreement, including scientific sampling as required in the fishing authorisations.

2. Application for fishing authorisations

2.1. Applications and fishing authorisations shall be communicated in the following manner until such time as an Electronic Licence System is jointly implemented by both Parties.

2.2. The EU competent authority shall submit by electronic means to the Greenlandic competent authority the (collective) application for (a) fishing authorisation(s) of (a) vessel(s) seeking to fish under the Agreement. Application shall be made on the form provided in Appendix 1. Union vessels of the same ship owner or agent may submit a collective application for a fishing authorisation provided that these vessels fly the flag of one and the same Member State.

2.3. Each fishing authorisation application shall be accompanied by proof of payment of the fee for the species and quantities requested in line with the provisions of paragraph 7 of this Chapter.

2.4. Should the Greenlandic competent authority consider an application incomplete or otherwise not satisfying the conditions under paragraphs 1, 2.2 and 2.3 the EU competent authority shall be notified of the reasons as soon as possible, and in any case within 7 working days of receipt of the application by Greenland.

3. Issuing of fishing authorisations

3.1. The Greenlandic competent authority shall transmit the fishing authorisation by electronic means to the EU competent authority within 10 working days of submission of the application. This electronically transmitted fishing authorisation shall have the same value as the original for the purposes of the Protocol, Annex and Appendices thereto.

3.2. Each fishing authorisation shall indicate the authorised quantity to be caught, as well as any limitations/specifications that may be applicable, including (but not limited to) species, geographical zones or depths. A fishing authorisation issued under a collective application shall indicate the total quantity of the species for which the fishing authorisation fee has been paid.

3.3. The fishing authorisation or a copy shall be held on board at all times and be presented on request of the competent Greenlandic authority.

3.4 A fishing authorisation shall be issued to one fishing vessel owner and must indicate which fishing vessels are allowed to fish under that authorisation. Fishing authorisations shall not be transferable.

3.5. A vessel may only operate on the authorisation(s) of one fishing vessel owner on any fishing trip.

4. Amendment of fishing authorisations

4.1. An amendment of any of the authorised quantities or conditions indicated in the fishing authorisation(s) shall be subject to a new application.

4.2. Without prejudice to paragraph 4.3, in case the amendment of the fishing authorisation concerns quantities caught in excess of an already authorised quantity, the vessel owner shall pay a fee equivalent to three times the amount provided for in paragraph 7.1, for the quantity in excess of the authorised quantity. No new fishing authorisation shall be issued to that vessel as long as the fees corresponding to the exceeded quantities are not paid.

4.3. In exceptional cases where the EU fishing opportunities for the relevant species have not been used up, and for the sole purpose of avoiding interruption of fishing activities of an Union vessel fishing in the Greenlandic EEZ on a fishing authorisation under the Protocol, if the authorised quantity is likely to be exceeded by that vessel the flag state shall immediately notify the Greenlandic competent authority, with a copy to the EU competent authority, of the intention to submit a formal application for a new fishing authorisation for additional quantities of the same species. The vessel shall be allowed to continue fishing provided that a proof of payment of the relevant fees is made available by the shipowner to the Greenlandic competent authority within 24 hours of the notification by the flag State and provided that the corresponding application for a new fishing authorisation is forwarded to the Greenlandic competent authority within 5 working days of the flag State notification in accordance with the procedure under paragraph 2. Failure to comply with these provisions shall submit the vessel to the procedure under paragraph 4.2.

4.4. In a limited number of cases, at the request of the EU competent authority, a vessel's fishing authorisation(s) may be replaced by a new fishing authorisation(s) for another Union vessel. The replacement shall take place on the basis of an application submitted through the EU competent authority. The new fishing authorisation(s) shall indicate the authorised quantity to be caught corresponding to the quantity of the species for which fishing authorisation fees have already been paid less any catch already taken by the first vessel.

4.5. A replaced fishing authorisation shall cease to be in effect on the day on which the new authorisation is issued by the Greenlandic competent authority.

5. Period of validity of fishing authorisations

5.1. Fishing authorisations shall be valid from the date of issue to the end of the calendar year in which the fishing authorisation has been issued.

5.2. As far as the capelin fishery is concerned, fishing authorisations shall be issued according to the dates agreed by the Coastal States in their framework arrangements and in line with the provisions of Article 2(2) and 2(3).

5.3. In case EU legislation fixing the fishing opportunities for a given year for Union vessels, in waters where catch limitations are required, has not been adopted by the beginning of the fishing year Union vessels authorised to fish on 31 December in the previous fishing year may receive authorisation in the year for which legislation has not been adopted provided that scientific advice allows for this. A provisional use of 1/12th of the quota indicated in the fishing authorisation of the previous year, per month, will be allowed provided that the applicable fishing authorisation fee is paid for the quota. The provisional quota may be adjusted in relation to the scientific advice and the conditions of the specific fishery.

5.4. The unused quantity of a fishing authorisation for Northern Prawn and Greenland Halibut may be transferred, on request of the EU competent authority, on the 31 December of a given year, to the following year to a maximum of 25% of the total quantity allocated to the fishing authorisation for the given year. This amount does not include any transfers from the previous year. Unused transferred quantities will be transferred back to the previous year as unutilised fishing quantity after 31 December.

6. Suspension and reinstatement of fishing authorisations

Greenland may suspend fishing authorisations provided for in the Annex where:

Species	EUR per tonne 2025/2026	EUR per tonne 2027/2028	EUR per tonne 2029/2030
Cod	208	225	252
Pelagic Redfish	136	147	165
Demersal Redfish	136	147	165
Greenland Halibut	321	347	389
Northern Prawn — West	250	270	302
Northern Prawn — East	188	203	228
Capelin	23	25	28

a) a specific vessel is in serious violation of Greenlandic Laws and Regulations; or

b) a court order issued in relation to a violation of a specific vessel has not been respected by the shipowner. Once the court order has been respected, the fishing authorisation for the vessel shall be reinstated for the remaining period of the fishing authorisation.

7. Fishing authorisation fee, payment and refund

7.1. The fishing authorisation fees to be paid by Union vessels are as follows:

7.2. Before this Protocol starts to apply, the Greenlandic competent authority shall communicate to the EU the details of the Government bank account(s) to be used for all payments by shipowners for the duration of the Protocol. The Greenland competent authority shall notify to the EU competent authority any change in this regard at least two months in advance.

7.3. The payment of the fee shall include all national and local charges related to access to fishing activities as well as charges imposed by banks for transfers of money. In case a vessel has not paid the bank transfer charge this amount will be required to be paid with the next fishing authorisation application of this vessel and is a precondition for the issuing of a new fishing authorisation.

7.4. Should the authorised quantity not be fished, the fee corresponding to this authorised quantity shall not be reimbursed to the ship owner.

7.5. However, in case either Article 8 or Article 9 of the Protocol become applicable and consequently a vessel is unable to fish any part of the authorised catch for the calendar year, or in case an application for fishing authorisation is not granted, the Greenlandic competent authority will fully reimburse the authorisation fee to the vessel owner within 60 calendar days of the request for reimbursement.

7.6. A fishing authorisation fee shall not be paid for by-catches.

8. The reference prices for the species are as follows:

Species	Live weight price in EUR per tonnes
Cod	3 000
Pelagic Redfish	1 900
Demersal Redfish	1 900
Greenland Halibut	4 960
Northern Prawn	4 726
Mackerel	PM
Capelin	400
Grenadier spp.	1 735
By-catch	2 200

8.1. The annual financial contribution of the EU to Greenland in relation to the financial compensation for access to the Greenlandic EEZ, is based on payment for quotas at 17.5% of the reference price for the agreed fishing opportunities for the species in the protocol.

CHAPTER III

TECHNICAL CONSERVATION MEASURES

1. The Greenlandic competent authority shall make available to the EU competent authority before the Protocol will be provisionally applied, an English language version of the relevant Greenlandic legislation concerning technical conservation measures, monitoring, control and surveillance.

CHAPTER IV

MONITORING, CONTROL AND SURVEILLANCE

Section 1

Recording and reporting

1. The activities of Union vessels when operating in Greenlandic EEZ shall be governed by the applicable Laws and Regulations in Greenland and the Kingdom of Denmark without prejudice to the responsibilities of Union vessels with regards to EU legislation, unless otherwise provided for under the Agreement, Protocol, Annex and Appendices hereto.

2. Without prejudice to the reporting requirements of their flag State Fisheries Monitoring Centre (FMC), Union vessels authorised to fish under the Agreement shall communicate their recording and reporting obligations in relation to fishing activities under this Agreement to the competent authority of Greenland according to applicable Greenlandic law. Upon entry into

force of the Electronic Reporting System (ERS) this will replace the electronic reporting provisions of Chapter IV, Section 1.

3. The relevant paper logbooks, according to target species and gear, shall be supplied upon request by the competent Greenlandic authority and sent to the vessels representative (agent) as indicated in the application form for fishing authorisation as provided in Appendix 1. An example of each type of logbook shall also be provided to the EU competent authority and the applicable flag State FMC's.

4. Until such time as an ERS is implemented by both Parties, existing measures for the collection and transmission of catch data shall be used. The existing paper logbooks and notices shall be completed according to Greenlandic law.

Electronic Reporting System

1. The Parties undertake to implement and maintain the IT systems that are necessary to ensure the electronic exchange of all information relating to the implementation of the Agreement.

2. Detailed arrangements on the implementation of the various electronic exchanges shall be defined and approved by both Parties in the Joint Committee, in particular for reporting catches through the ERS and the procedures in the event of malfunction.

3. The Parties agree that UN/FLUX (United Nations / Fisheries Language for Universal eXchange) standard and the FLUX TL exchange network is intended to be implemented for exchanging vessel positions, electronic logbook and possibly, in the future, the management of fishing authorisations.

4. The ERS shall be implemented in a time frame defined by the Joint Committee based on technical provisions to be defined. The Parties shall propose to the Joint Committee the period required for the transition and implementation of the ERS, taking into account possible technical constraints.

5. Both Parties shall define the trial period required before a transition can be made to effective use of the FLUX standard. Once these trials have been successfully completed, the Parties shall, as soon as possible, set the effective date for the transition to ERS.

6. Once the ERS is fully functional, a vessel not equipped with an ERS shall not be authorised to engage in fishing activities under this Protocol.

7. Greenland and the Union shall inform each other immediately of any malfunction of an IT system that prevents the communication between the FMC’s.

8. Until such time as an ERS is jointly implemented by both Parties, at the end of each fishing trip a copy of the fishing logbook shall be sent to the Greenlandic competent authority immediately after arrival in port by either mail or e-mail.

Landings and transhipment

The master shall transmit landing data required by this Agreement through the ERS to the competent Greenlandic authority. This should include landings made in ports outside of Greenland of catches which have been taken under a Greenlandic fishing authorisation(s). During the transition period, and until the time the ERS is implemented, the master shall endeavour to transmit landing data through the appropriate means as agreed by the Parties.

Section 2

Satellite-based vessel monitoring system (VMS)

1. Any Union vessel authorised under this Protocol must be equipped with a fully operational satellite-based vessel monitoring system (VMS) installed on board and capable of continuous automatic transmission of their position to a land-based FMC of their flag State.

2. The VMS system of vessels subject to satellite monitoring under this Protocol shall automatically transmit vessel positions to the FMC of their flag State, which shall without delay transmit them to the Greenland FMC. If agreed by both Parties, the vessel positions shall be transmitted through the EU central node using the UN/FLUX standard and the FLUX TL exchange network once the agreed trial periods have been successfully completed.

3. The flag State and the authorities of Greenland shall each designate a VMS correspondent who shall act as the point of contact.

The FMC of the flag State and Greenland shall, prior to the date of application of the Protocol, communicate the coordinates (authority, address, telephone, email) of their respective VMS correspondent. Any changes to the contact details of the VMS correspondent must be notified immediately.

4. The VMS contact points, shall exchange all relevant information on the vessels' equipment, the transmission protocols and any other function necessary for satellite monitoring.

5. The arrangements for the implementation of the VMS and the procedures in the event of malfunction are set out in Appendix 3.

Section 3

Inspection at sea or in port

1. Inspections in the Greenlandic EEZ or ports of Union vessels holding a fishing authorisation shall be carried out by vessels and inspectors of Greenland clearly identified in accordance with international convention and will be carried out in accordance with FAO measures and any relevant Port State measures of RFMOs.

2. The competent authority of each party may invite a representative from the other party to observe an inspection.

3. The competent authority of each party conducting international inspection in NEAFC and NAFO regulatory areas may invite inspectors from the other party to embark an inspection vessel conducting international inspection.

Section 4

Observer scheme

1. Fishing operations in the Greenlandic EEZ are subject to the observer scheme provided for under Greenlandic law. Masters of Union vessels holding a fishing authorisation to fish within the Greenlandic EEZ shall cooperate with the competent Greenlandic authorities for the purpose of embarking observers on board.

2. The salary and social contributions of the observer shall be borne by the competent Greenlandic authorities.

3. Whilst they are on board observers shall:

(a) take all appropriate measures so as not to interrupt or hinder fishing operations;

(b) respect on-board property and equipment; and

(c) respect the confidential nature of any document belonging to the vessel.

4. The observer shall embark in a port or at a specific location at sea agreed between the Greenlandic competent authority and the master. If the observer does not arrive to embark within 3 hours of the date and time set, the vessel owner shall be automatically discharged from his obligation to allow the observer to embark, and the vessel shall be free to leave the port and start fishing operations.

5. Observer report

5.1. Before leaving the vessel, the observer shall submit a report of his observations to the master of the vessel. The master of the vessel shall have the right to make comments in the observer's report. The report shall be signed by the observer and the master. The master shall receive an electronic copy of the observer's report.

5.2. Upon receiving a request from the EU competent authority or the flag Member State a copy of the observer's report shall be transmitted by the Greenlandic competent authority within 8 working days.

Section 5

Infringements

1. Violations and infringements

Where a Union vessel has not fulfilled the provisions of this Protocol, in particular catch reporting it is considered a serious violation in accordance with the Protocol's annex chapter II, 6(a). The Greenlandic competent authority is entitled to suspend an existing fishing authorisation until the catch reporting provisions are fulfilled. If the offence is repeated, the Greenlandic competent authority may refuse to renew the fishing authorisation of the vessel concerned. The EU competent authority and the flag State shall without delay be kept duly informed.

2. Handling of infringements

2.1. Any infringement committed in the Greenlandic EEZ by a Union vessel holding a fishing authorisation in accordance with the provisions of this Annex shall be mentioned in an inspection report.

2.2. The signature of the inspection report by the master shall be without prejudice to the master's and/or vessel owner's right of defence in respect of an infringement.

2.3. For any infringement committed in the Greenlandic EEZ by a Union vessel holding a fishing authorisation under the Agreement the notification of the infraction defined and the accessory sanctions imposed to the master or the fishing company shall be sent directly to the vessel owners following the procedures set in Greenlandic law in force.

2.4. A copy of the inspection report and the infringement notification shall be sent by the Greenlandic competent authority to the EU competent authority and the flag State competent authority by e-mail as soon as possible.

2.5. Where settling the infringement involves legal proceedings, before these are launched, and provided that the infringement does not involve a criminal act, an attempt shall be made to resolve the presumed infringement amicably within 4 days of the notification of the infringement. If such an amicable settlement is not possible, the legal proceedings shall take their course.

3. Detention of a vessel

3.1. Greenland shall notify immediately the EU competent authority and the flag State of any detention of a Union vessel holding a fishing authorisation under the Agreement. This notification shall provide the reasons for the detention and shall be accompanied by documentary evidence of the infringement.

3.2. Before taking any other measure against the detained Union vessel, its master, crew or cargo, except measures intended to protect evidence, Greenland shall designate an investigating officer and organise, at the request of the EU authority, within one working day of notification of the reasons for the vessel detention, an information meeting. A representative of the flag State and the vessel owner may attend the meeting.

4. Penalties for infringements

4.1. The penalty for the infringement shall be set by Greenland according to the provisions of the national legislation in force.

4.2. In the event of an amicable settlement, any penalty to be paid shall be determined by referring to the national legislation of Greenland.

5. Legal proceeding — Bank security

5.1. If amicable settlement is not possible and the infringement is brought before the competent court, the ship owner of the Union vessel which committed the infringement shall deposit a bank security at a bank designated by the Greenlandic competent authority, the amount of which, as set by the Greenlandic competent authority, shall cover the costs linked to the detention of the Union vessel, the estimated fine and any compensation. The bank security may not be recovered until the legal proceedings have been concluded. However, where legal proceedings are ongoing for more than 4 years, the Greenlandic competent authority shall update regularly the EU competent authority and the flag State concerned of the steps being taken to conclude the legal proceedings.

5.2. The bank security shall be released and returned to the ship owner without delay after the judgment has been given:

(a) in full, if no penalty has been imposed

(b) for the amount of the remaining balance, if the penalty is a fine which is lower than the amount of the bank security.

5.3. The legal proceedings shall open as soon as possible according to the national law.

5.4. Greenland shall inform the EU of the outcome of the legal proceedings within 14 days following the judgement.

6. Release of the vessel and the crew

6.1. The Union vessel shall be authorised to leave port and continue fishing once the bank security has been deposited or the penalty has been paid or the obligations arising under the amicable settlement have been fulfilled.

CHAPTER V

TEMPORARY JOINT VENTURES

Section 1

Method and criteria for assessing projects for temporary joint ventures and joint enterprises

1. The activities of Union vessels when operating in Greenlandic EEZ shall be governed by the applicable Laws and Regulations in Greenland and the Kingdom of Denmark without prejudice to the responsibilities of Union vessels with regards to EU legislation, unless otherwise provided for under the Agreement, Protocol, and the Annex hereto.

2. Greenland will inform without delay the EU competent authority should any opportunities for temporary joint ventures or joint enterprises arise with Greenlandic companies. The EU competent authority will inform accordingly all EU Member States. In case of a joint undertaking, projects will be submitted and assessed in line with the provisions of this chapter.

3. In application of Article 12(f) of the Agreement the EU shall present to Greenland as soon as possible and in any case no later than 10 working days in advance of a Joint Committee meeting a technical dossier for project(s) for temporary joint ventures and joint enterprises involving EU operators. The projects shall be submitted to the EU competent authority via the authorities of the EU Member State(s) concerned.

4. The Joint Committee shall as a priority encourage the full utilisation by Union vessels of the indicative quotas for species listed under Article 2(1) of the Protocol. For species where the Joint Committee without scientific advice justification has agreed annual fishing opportunities lower than indicated under Article 2(1) of the Protocol projects for temporary joint ventures or joint enterprises for the same species and the same calendar year will not be considered.

5. The Joint Committee shall assess the projects in accordance with the following criteria:

(a) target specie(s) and fishing zone(s);

(b) state of the stock(s) based on best available scientific advice and the precautionary approach;

(c) vessel(s) details and technology appropriate to the proposed fishing operations;

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

(e) previous experience of the shipowner and its partner in the fisheries sector.

6. The Joint Committee shall issue an opinion on the projects following the assessment under paragraph 3.

7. For species listed under Article 2(1) of the Protocol, catches taken by Union vessels in the frame of temporary joint ventures or joint enterprises shall be without prejudice to existing sharing arrangements among EU Member States.

Section 2

Conditions concerning access in the framework of temporary joint ventures

1. Fishing authorisations

1.1. In the case of temporary joint ventures, once a project has received a favourable opinion from the Joint Committee, the concerned Union vessel(s) shall apply for a fishing authorisation in accordance with the provisions of Chapter II. Such application shall clearly indicate that it concerns a Temporary Joint Venture.

1.2. The fishing authorisation shall be issued for the duration of the temporary joint venture but in any case, for a duration no longer than the calendar year.

1.3. The fishing authorisation shall clearly indicate that catches will take place on fishing opportunities allocated by the Greenlandic authorities within the respective Greenlandic TAC but outside the fishing opportunities under Article 2(1) of the Protocol.

2. Replacement of vessels

A Union vessel operating under a temporary joint venture may be replaced by another Union vessel with similar capacity and technical specifications only on duly justified grounds and with the agreement of the Parties.

Section 3

Arrangements for transfer of quota of Northern Prawn between authorization holders

1. Arrangements for transfer

1.1. Ship owners from Greenland and the European Union may establish on a company-to-company basis arrangements for quota exchange of fishing opportunities for Northern Prawn in ICES Subareas II, V, XII and XIV with fishing opportunities for Northern Prawn in NAFO Subarea 1.

1.2. The Greenlandic authorities shall undertake to facilitate such arrangements on receipt of a request from the competent European Union authorities on behalf of Member States concerned.

1.3. The maximum annual amount to be transferred, subject to scientific advice, shall be 2 000 tonnes.

1.4. The fishery carried out by the Union vessels shall take place on the same conditions as those provided for in relation to a fishing authorisation issued to a Greenlandic ship owner subject to the provisions of Chapter II of the Annex.

CHAPTER VI

EXPERIMENTAL FISHERIES

1. In application of Article 11 and Article 12(g) of the Agreement, where interest to engage in experimental fisheries has been notified to Greenland by the EU competent authority regarding species and stocks not listed under Article 2(1) of the Protocol:

1.1. The EU competent authority shall present to Greenland no later than 15 days in advance of the Joint Committee meeting technical dossier(s) specifying:

(a) the specie(s) to be targeted;

(b) a proposal for the technical parameters of the campaign (technology to be used for the operation, duration, fishing zones etc.); and

(c) the expected benefits for scientific research and development of the fishing sector of the EU participation in the experimental campaign.

(d) An assessment of the potential impacts of the vessels' intended fishing activities demonstrating that such activities are not likely to have significant adverse impacts on vulnerable marine ecosystems

1.2. Greenland shall inform the Joint Committee about:

(a) the details and conditions of the relevant experimental fishing campaigns conducted by domestic and third country vessels;

(b) outcomes of any previous experimental campaigns for the same species; and

(c) existing scientific and other information

2. The Joint Committee shall assess the technical dossier(s) giving due consideration to the best available scientific advice and the precautionary approach.

3. Following a positive opinion by the Joint Committee on the EU participation, its level and the technical parameters of the experimental fishing campaign, Union vessels shall submit applications for fishing authorisations in line with the provisions of Chapter II. The fishing authorisation shall not exceed the end of the calendar year.

4. All provisions of Chapter IV shall be applicable to Union vessels engaging in experimental fisheries.

5. Without prejudice to paragraph 4, during the experimental campaign at sea, Union vessels concerned shall:

(a) notify the Greenlandic competent authority of the commencement of the campaign and submit a declaration of any catches on board before the start of the experimental fishery;

(b) provide the Greenland Institute of Natural Resources, the Greenlandic competent authority 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);

(c) ensure the presence on board of one Greenlandic observer or an observer chosen by the Greenlandic competent authority. The observer shall be treated as a ship's officer and the vessel-owner 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 by the Greenlandic authorities; and

(d) notify Greenlandic competent authority of the end of the experimental campaign and submit the vessels to inspection before leaving the Greenlandic EEZ if the Greenlandic Competent Authority so request.

6. The catches consistent with and obtained during the experimental campaign remain the property of the vessel owner.

7. The Greenlandic competent authority will designate a contact person responsible for addressing any unforeseen problems that might hinder the development of the experimental fisheries.

8. Based on the recommendations of the relevant scientific advisory bodies, Greenland may request the implementation of conservation and management measures with regard to the experimental fishery, including time and area closures.

9. Union vessels concerned shall present to both Parties no later than 30 days after the conclusion of the experimental fishery, an evaluation report addressing as a minimum;

a) if the fishery went according to the proposed technical parameters; and

b) if the expected benefits for scientific research and developments of the fishing sector as specified in the technical dossier(s) were fulfilled, and why not if so;

c) if the vessel did encounter unforeseen problems, including bycatches;

d) if the vessel did adhere to the provisions in paragraph 5 and if not, this must be appropriately justified.

10. When the Parties conclude that an experimental fishery has achieved positive results and if new fishing opportunities are set by the Joint Committee in line with the provisions of Article 2(2), Article 2(4) and Article 7, the Greenlandic authorities may offer fishing opportunities proportionate to the relative quota uptake by Union vessels that have participated in the experimental fishery in the previous 5 years. The quantity allocated to the EU cannot exceed 50% unless Greenland decides to offer more. This provision shall apply until the protocol expires.

Appendices to this Annex

Appendix 1 - Application form for a fishing authorisation

Appendix 2 - Contact Details for the Greenland competent authorities

Appendix 3 - Implementation Procedures of Satellite Monitoring (Vessel Monitoring System – VMS)

Appendix 4 - VMS Data format

Appendix 5 - Flexibility scheme in the pelagic redfish fishery between Greenlandic and NEAFC waters

Appendix 6 - Processing of personal data

Appendix 1

Application for fishing authorisation

Application form for a fishing authorisation in the Greenlandic EEZ and on Greenlandic quota outside the Greenlandic EEZ

		M/O/C (Mandatory/ Optional/Conditional)	
License details			
1	License type for application (species and area)	M	
2	Quantity applied for	M	
3	Time period for a fishing authorisation	M	
4	Address to where the fishing authorisation application should be mailed		European Commission, Directorate-General for Maritime Affairs and Fisheries, Rue de la Loi 200, B-1049 Brussels, Fax +32 2 2962338 E-mail Mare-licences@ec.europa.eu
Vessel information			
5	Flag State	M	
6	Name of Vessel	M	
7	External identification letters and number	M	
8	International Radio call Sign (IRCS)	M	
9	IMO number	C	If the vessels has been assigned an IMO number
10	Flag state Internal reference number	O	
11	Year of Building	M	
12	Port of registration	M	
13	Type of Vessel (FAO code)	M	
14	Primary type of fishing gear (FAO code)	M	
15	Previous name(s) (flag State, name, IRCS, and dates for change)	C	If previous information exists
16	Inmarsat Number/Iridium Number (Telephone, E-mail)	C	Telephone, E-mail optional
17	Owners, Address of natural or legal person, Telephone, Fax, E-mail	C	Fax optional
18	Vessel representative (agent), name and address	M	
19	Engine power (kilowatt)	M	
20	Length (L.O.A.)	M	

21	Tonnage in GT	M	
22	Freezing capacity in tons per day	M	
23	Capacity of Refrigerated or Chilled SeaWater tanks (RSW, CSW) in cubic meters	M	
24	Digital color photograph of the vessel of adequate resolution (Max 0,5 MB) to show a detailed lateral view of the vessel including the vessel's name and identification number visible on the hull.	M	

Appendix 2

Contact details for the Greenlandic competent authorities

Transmission of reports and notices

Reports and notices to be given according to Chapter IV section 1 shall be in Greenlandic, Danish or English.

Notices shall be transmitted by coastal radio or e-mail to the Greenland Fishing License Control Authority (GFLK) and to the Joint Arctic Command (AKO):

GFLK, telephone no. +299 34 50 00,

E-mail: GFLK@NANOQ.GL

AKO, telephone no. +299 364000,

E-mail: FKO-KTP-A-FIO@FIIN.DK

Fishing logbooks must be sent to:

Greenland Fishing License Control Authority (GFLK)

P.O. Box 501, 3900 Nuuk, Greenland

Application for fishing authorisation and other permits must be communicated to:

Ministry of Fisheries and Hunting

E-mail: APN@NANOQ.GL

Appendix 3

Implementing Procedures of
SATELLITE MONITORING (VESSEL MONITORING SYSTEM – VMS)

1. VESSEL POSITION MESSAGES — VMS

1.1. Union vessels holding a fishing authorisation under the Agreement and operating in the Greenlandic fishing zone, or fishing on Greenlandic quota in NEAFC waters (as outlined in Appendix 5), must be equipped with a fully operational satellite-tracking device (Vessel Monitoring Systems — VMS) installed on board and capable of continuous automatic transmission of their position to a land-based Fisheries Monitoring Centre (FMC) of their flag State no less frequently than once an hour while being present in the fishing zone.

1.2. All position reports of a vessel which is fishing under the Agreement and is subject to satellite tracking under this Protocol shall, once it has entered the fishing zone, be transmitted immediately by the FMC of the flag State to the Greenland FMC. If agreed by both Parties, all position reports shall be transmitted through the EU central node. Once both parties have switched to UN/FLUX, VMS positions will be transmitted via the flag State and through the FLUX TL network operated by the European Commission. These messages shall be sent as follows:

a) electronically using a secure exchange protocol;

b) when entering and leaving the fishing zone

c) in the format indicated in Appendix 4.

1.3. Each position message shall contain:

a) the vessel identification;

b) the most recent geographical position of the vessel with a margin of error of less than 500 metres, and with a confidence interval of 99%;

c) the date and time in UTC the position is recorded;

d) the vessel's instant speed and course at the time the position is recorded.

1.4. The FMC of the flag State shall ensure the automatic processing and electronic transmission of position messages. Position messages shall be securely recorded and stored in a database for current and previous year. However, in the event of technical constraints this period may be shortened by mutual agreement.

1.5. The VMS hardware and software components shall be tamper-proof, i.e., shall not permit the input or output of false positions and shall not be capable of being manually overridden. The system shall be fully automatic and operational at all times regardless of environmental conditions. It shall be prohibited to destroy, damage, render inoperative or otherwise interfere with the satellite-tracking device.

1.6. The Parties agree to exchange, for monitoring and inspection purposes, information relating to the equipment used where necessary and upon request.

2. TECHNICAL BREAKDOWN OR FAILURE AFFECTING A VESSEL'S MONITORING EQUIPMENT

2.1. The Greenlandic and Union authorities must be immediately informed by the flag State of any technical breakdown or failure affecting the equipment used for the continuous monitoring by satellite installed on board a fishing vessel.

2.2. The defective equipment must be replaced or repaired by first port of call where service is available and at least within 30 working days of the failure being notified by the flag State to the Greenland FMC. After that period, the vessel in question must have returned to a port designated by the authorities of Greenland for regulatory follow-up and repair, or leave the zone, provided that the flag State has sent the inspection report on the defective equipment to the Greenland FMC and informed it of the reasons for the breakdown.

2.3. Until the equipment has been repaired or replaced, the master of the vessel shall send a global position report every 4 hours manually by electronic mail, radio or fax to the FMC of the flag State, stating the positions recorded by the master of the vessel under the conditions referred to in paragraph1.2.

2.4. These manual messages shall be immediately recorded by the FMC of the flag State in the database referred to in paragraph 1.4 and transmitted without delay by the FMC of the flag State to the Greenland FMC, using the same protocol and format as described in Appendix 4.

2.5. After the period, cf. 2.2, the vessel shall no longer be authorised to undertake fishing activities in the Greenlandic fishing zone.

3. SECURE COMMUNICATION OF THE POSITION MESSAGES BETWEEN FMCS

3.1. The FMC of the Flag State shall automatically send the position messages of the vessels concerned to the FMC of Greenland.

3.2. The FMC's of both Parties shall exchange their coordinates e.g. e-mail addresses, fax, telex and telephones, and inform each other without any delay of any change to these coordinates.

3.3. Without prejudice to future improvements being implemented, the transmission of position messages between the FMCs concerned and the Flag States shall be carried out electronically by HTTPS protocol. The exchange of certificates shall take place between Greenlandic authorities and relevant Flag State FMC.

3.4. VMS data will be utilised in accordance with Article 11 of this Protocol.

4. MALFUNCTION OF THE COMMUNICATION SYSTEM

4.1. The Greenlandic competent authority and the FMC's of the EU Flag States shall ensure the compatibility of their electronic equipment and inform the other immediately of any malfunction as regards the communication and receiving of position messages with a view to finding a technical solution as soon as possible.

4.2. Communication failures between FMC's shall not affect the operation of the vessels.

4.3. All non-transmitted messages during the downtime, shall be forwarded as soon as the communication is re-established between the FMC's concerned.

5. FMC MAINTENANCE

5.1. Planned maintenance of an FMC (maintenance programme) which may affect the exchange of VMS data must be notified at least seventy-two (72) hours in advance to the other FMC, indicating, where possible, the date and duration of the maintenance work. Information about unplanned maintenance work shall be sent to the other FMC as soon as possible.

5.2. During the maintenance work, the provision of VMS data may be put on hold until the system is operational again. The relevant VMS data shall be sent immediately after the maintenance work has been completed.

5.3. If the maintenance work takes more than twenty-four (24) hours, VMS data shall be sent to the other FMC using a mutually agreed alternative means of electronic communication.

5.4. Greenland shall inform its competent authorities for monitoring, control and surveillance (MCS) so that EU vessels are not considered by the Greenlandic FMC as being in violation of their obligations for not transmitting VMS data, owing to the maintenance of an FMC.

6. REVISION OF THE FREQUENCY OF POSITION MESSAGES

6.1. On the basis of documentary evidence pointing to an infringement, Greenland may ask the flag State's FMC, copying in the Union, to reduce the interval for sending position messages from a vessel to every 30 minutes for a set period of investigation. Greenland shall send this documentary evidence to the flag State's FMC and the Union. The flag State's FMC shall immediately send position messages to Greenland at the new frequency.

6.2. At the end of the set investigation period, Greenland shall inform the flag State's FMC and the Union of any follow-up that is required.

Appendix 4

Section 1 – VMS NAF Format*

VMS data format

Format for Communication of VMS messages to the FMC of the other Party

(1)‘ENTRY’ message

Data Element:	Field Code:	Mandatory/Optional	Remarks:
Start Record	SR	M	System detail; indicates start of record
Address	AD	M	Message detail; destination Party ALPHA-3 ISO country code
From	FR	M	Message detail; the transmitting Party ALPHA-3 ISO country code
Record Number	RN	O	Message detail; serial number of the record in the relevant year
Record Date	RD	O	Message detail; date of transmission
Record Time	RT	O	Message detail; time of transmission
Type of Message	TM	M	Message detail; message type, ‘ENT’
Radio Call Sign	RC	M	Vessel detail; international radio call sign of the vessel
Internal Reference Number	IR	M	Vessel detail. Unique Party vessel number as ALPHA-3 ISO flag country code followed by number
External Registration Number	XR	O	Vessel detail; the side number of the vessel

Latitude	LT	M	Position detail; position ± 99.999 (WGS-84)
Longitude	LG	M	Position detail; position ± 999.999 (WGS-84)
Speed	SP	M	Position detail; Vessel speed in tenths of knots
Course	CO	M	Position detail; Vessel course 360° scale
Date	DA	M	Position detail; UTC date of position (YYYYMMDD)
Time	TI	M	Position detail; UTC time of position (HHMM)
End of Record	ER	M	System detail; indicates end of the record

(2)‘POSITION’ message/report

Data Element:	Field Code:	Mandatory/Optional	Remarks:
Start Record	SR	M	System detail; indicates start of record
Address	AD	M	Message detail; destination Party ALPHA-3 ISO country code
From	FR	M	Message detail; the transmitting Party ALPHA-3 ISO country code
Record Number	RN	O	Message detail; serial number of the record in the relevant year
Record Date	RD	O	Message detail; date of

			transmission
Record Time	RT	O	Message detail; time of transmission
Type of Message	TM	M	Message detail; message type, 'POS' (1)
Radio Call Sign	RC	M	Vessel detail; international radio call sign of the vessel
Internal Reference Number	IR	M	Vessel detail. Unique Party vessel number as ALPHA-3 ISO flag country code followed by number
External Registration Number	XR	O	Vessel detail; the side number of the vessel
Latitude	LT	M	Position detail; position ± 99.999 (WGS-84)
Longitude	LG	M	Position detail; position ± 999.999 (WGS-84)
Activity	AC	O (2)	Position detail; 'ANC' indicating reduced reporting mode
Speed	SP	M	Position detail; Vessel speed in tenths of knots
Course	CO	M	Position detail; Vessel course 360° scale
Date	DA	M	Position detail; UTC date of position (YYYYMMDD)
Time	TI	M	Position detail; UTC time of position (HHMM)
End of Record	ER	M	System detail; indicates end of the record

(3)‘EXIT’ message

Data Element:	Field Code:	Mandatory/Optional	Remarks:
Start Record	SR	M	System detail; indicates start of record
Address	AD	M	Message detail; destination Party ALPHA-3 ISO country code
From	FR	M	Message detail; the transmitting Party ALPHA-3 ISO country code
Record Number	RN	O	Message detail; serial number of the record in the relevant year
Record Date	RD	O	Message detail; date of transmission
Record Time	RT	O	Message detail; time of transmission
Type of Message	TM	M	Message detail; message type, ‘EXI’
Radio Call Sign	RC	M	Vessel detail; international radio call sign of the vessel
Internal Reference Number	IR	M	Vessel detail. Unique Party vessel number as ALPHA-3 ISO flag country code followed by number
External Registration Number	XR	O	Vessel detail; the side number of the vessel
Date	DA	M	Position detail; UTC date of position (YYYYMMDD)

Time	TI	M	Position detail; UTC time of position (HHMM)
End of Record	ER	M	System detail; indicates end of the record

(4) Format details

Each message in a data transmission is structured as follows:

— double slash (//) and the character 'SR' indicates the start of a message,

— a double slash (//) and field code indicates the start of a data element,

— a single slash (/) separates the field code and the data,

— pairs of data are separated by space

— the character ER and a double slash (//) indicate the end of the record.

All field codes in this Annex are in The North Atlantic Format as described in The NEAFC Scheme of Control and Enforcement.

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(1) Type of message shall be 'MAN' for reports communicated by vessels with a defective satellite tracking device.

(2) Applicable only if the vessel is transmitting POS messages at a reduced frequency.

* As foreseen in Chapter IV, section 1 of the Annex, UN/FLUX (United Nations / Fisheries Language for Universal eXchange) standard and the FLUX TL exchange network is intended to be implemented for exchanging vessel positions, once the agreed trial periods have been successfully completed and both parties are ready. Consequently, once the UN/FLUX format is in use, specifications related to NAF format above for the exchange of VMS positions shall be replaced by the following:

VMS UN/FLUX Format

UN/FLUX format: mandatory data to be transmitted in position reports

Data	Mandatory/optional	Comments
Addressee	M	Message detail — Addressee Alpha-3 country code (ISO-3166) Note: Part of the FLUX TL envelope
From	M	Message detail — Sender Alpha-3 country code (ISO-3166)
Unique message identifier	M	UUID according to RFC 4122 defined by IETF
Date and time of transmission	M	Date and time when the message was created in UTC according to ISO 8601, using the format YYYY-MM-DDThh:mm:ss[.000000]Z[6]
Flag State	M	Message detail – Flag of flag State, Alpha-3 country code (ISO-3166)
Type of message	M	Message detail – Type of message The following codes are to be used: ENTRY: first position recorded after entering the fishing zone) EXIT: first message recorded after leaving the fishing zone POS: positions transmitted while being in the fishing zone) MANUAL: position transmitted manually
Radio call sign	M	Vessel detail – Vessel international radio call sign (IRCS)
Contracting party internal reference number	O	Vessel detail – Unique contracting party vessel identifier
Unique Vessel Identifier (UVI)	O	Vessel detail – IMO number

[6] YYYY= year; MM= month, including leading 0 where month number is less than 10; DD= day of the month including leading 0 where day number is less than 10; T= the letter T to indicate the part of the time section; H24= hours of the day expressed with 2 digits using the 24-hour notation; MI=minutes expressed as 2 digits; SS=seconds expressed as 2 digits; [.000000]= optionally fractions of seconds may be included, not including the brackets; Z= time zone, which must be Z (i.e. UTC)

External registration number	O	Vessel detail – Number on side of vessel (ISO 8859.1)
Latitude	M	Vessel position detail – Position in degrees and decimal degrees DD.ddd (WGS-84) Positive coordinates for positions north of the Equator; Negative coordinates for positions south of the Equator.
Longitude	M	Vessel position detail – Position in degrees and decimals DD.ddd (WGS-84) Positive coordinates east of the Greenwich meridian; Negative coordinates west of the Greenwich meridian.
Course	M	Vessel course 360° scale
Speed	M	Vessel speed in knots
Date and time	M	Vessel position detail – date and time of recording of the position in UTC according to ISO 8601, using the format YYYY-MM-DDThh:mm:ss[.000000]Z[7]

The transmission of data in UN/FLUX format is to be structured in the manner set out in the separate Technical Implementation Document to be developed and agreed by the Parties before the switch to UN/FLUX takes place.

[7] YYYY= year; MM= month, including leading 0 where month number is less than 10; DD= day of the month including leading 0 where day number is less than 10; T= the letter T to indicate the part of the time section; H24= hours of the day expressed with 2 digits using the 24-hour notation; MI=minutes expressed as 2 digits; SS=seconds expressed as 2 digits; [.000000]= optionally fractions of seconds may be included, not including the brackets; Z= time zone, which must be Z (ie. UTC)

Appendix 5

Flexibility scheme in the pelagic redfish fishery between Greenlandic and NEAFC waters

1. To fish under the flexibility scheme in the pelagic redfish fishery between Greenlandic and NEAFC waters a Union vessel shall be in possession of a fishing authorisation issued by Greenland in line with the provisions of Chapter II of the Annex to the Protocol. The application and the fishing authorisation will clearly refer to activities outside the Greenlandic EEZ.

2. All measures concerning this fishery in the NEAFC regulatory area adopted by NEAFC shall be observed.

3. A Union vessel may only fish its Greenlandic redfish quota once it has exhausted its share of the EU NEAFC redfish quota allocated by its Flag State.

4. A vessel may fish its Greenlandic quota within the same NEAFC area, where its NEAFC quota has been caught, subject to paragraph 5 below.

5. A Union vessel may fish its Greenlandic quota within the redfish conservation area (RCA) under the conditions as set out in the NEAFC recommendation on the management of redfish in the Irminger sea and adjacent waters, but excluding any part which lies within the fishing zone of Iceland.

6. A Union vessel carrying out fishing activities in the NEAFC Regulatory Area shall transmit a VMS position report to NEAFC via its Flag State FMC in accordance with regulatory requirements. Whilst fishing on the Greenlandic quota within the NEAFC RCA the Flag State FMC shall specifically arrange for the results of hourly polling of the vessel's VMS position report to be transmitted to the Greenland FMC in near real time.

7. Master of the vessel shall ensure that when reporting to NEAFC and the Greenlandic authorities, redfish catches which have been caught in the NEAFC regulatory area under the Greenlandic flexibility scheme are clearly identified as caught on the Greenlandic fishing authorisation issued under the flexibility scheme.

(a) Before commencing to fish on its Greenlandic fishing authorisation, a vessel shall transmit a NOTICE OF ACTION report.

(b) While fishing on a Greenlandic fishing authorisation a DAILY CATCH report shall be transmitted daily by no later than 23:59 UTC.

(c) On stopping its fishing activities on the Greenlandic quota, a vessel shall transmit an END OF ACTION report.

(e) The NOTICE OF ACTION REPORT, the DAILY CATCH REPORT and the NOTICE END OF ACTION REPORT shall be reported according to Chapter IV Section 2 of the Annex.

8. To enhance the protection of the areas of larval extrusion, fishing activities shall not commence prior to the date set out in the NEAFC recommendation on the management of redfish in the Irminger sea and adjacent waters.

9. The Flag State shall report catches taken under the Greenlandic quota in Greenlandic waters and in the NEAFC regulatory area to the EU authorities. This shall include all catches taken under the flexibility scheme clearly identifying the catch and corresponding fishing authorisation.

10. At the end of the fishing season each Flag State FMC shall transmit to the Greenlandic authorities catch statistics on the pelagic redfish fishery under this flexibility scheme.

Appendix 6

Processing of personal data

1. Definitions and scope

1.1. Definitions

For the purposes of this Appendix, the definitions set out in Article of the Sustainable Fisheries Agreement and the following definitions shall apply:

(a) 'personal data' means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or location data;

(b) 'processing' means any operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

(c) 'transferring authority' means a public authority that sends personal data;

(d) 'receiving authority' means a public authority to which personal data are disclosed;

(e) 'data breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed;

(f) 'onward transfer' means the transfer of personal data by a receiving party to an entity that is not a signatory to this Protocol ('third party');

(g) 'supervisory authority' means an independent public authority responsible for monitoring the application of this Article in order to protect the fundamental rights and freedoms of natural persons in relation to the processing of personal data.

1.2. Scope

The persons concerned by this Protocol are, in particular, natural persons who own fishing vessels, their representatives, the master and crew serving on board fishing vessels operating under this Protocol.

With regard to the implementation of this Protocol, in particular as regards grant applications, monitoring of fishing activities and the fight against illegal fishing, the following data could be exchanged and further processed:

— the identification and contact details of the vessel;

— the activities of a vessel or relating to a vessel, its position and movements, its fishing activity or fishing-related activity, collected through checks, inspections or observers;

— data relating to the owner(s) of the vessel or their representative, such as name, nationality, business contact details and business bank account;

— data relating to the local agent, such as name, nationality and business contact details;

— data relating to the vessel masters and crew members, such as names, nationality, function and, in the case of the master, his or her contact details;

— data relating to the fishers taken on board, such as name, contact details, training and health certificate.

1.3. Responsible authorities

The authorities responsible for processing the data are the European Commission and the authority of the flag Member State, for the Union, and Greenland.

2. Personal data protection safeguards

2.1. Purpose limitation and data minimisation

The personal data requested and transferred under this Protocol shall be adequate, relevant and limited to what is necessary for the implementation of the Protocol, i.e. for the processing of fishing authorisations and for the control and monitoring of EU vessels' activities. The Parties shall exchange personal data under this Protocol only for the specific purposes set out in the Protocol.

The data received shall not be processed for purposes other than those referred to above, or else they shall be anonymised.

Upon request, the receiving authority shall inform the transferring authority without delay of how the data provided are used.

2.2. Accuracy

The Parties shall ensure that personal data transferred under this Protocol are accurate, up to date and, where appropriate, regularly updated on the basis of the knowledge of the transferring authority. If one of the Parties finds that the personal data transferred or received are inaccurate, it shall inform the other Party without delay and shall correct and update them as necessary.

2.3. Storage limitation

Personal data shall not be kept for longer than is necessary for the purpose for which they were exchanged. They shall be deleted at the latest one year after expiry of this Protocol, unless they are necessary to comply with obligations under Chapter 12 of the Greenlandic Fisheries Act (Act No 29 of 23 May 2024 on Fisheries) or to follow up an infringement, inspection or judicial or administrative proceedings. In the latter case, the data may be kept for as long as is necessary to enable the infringement or inspection to be followed up or until the judicial or administrative proceedings have been definitively closed. With regard to personal data necessary to comply with obligations under Chapter 12 data shall be deleted at the latest 5 years after the data was obtained under this Protocol.

If personal data are kept for longer, they shall be anonymised.

2.4. Security and confidentiality

Personal data shall be processed in such a way as to ensure that they are appropriately secure, taking into account the specific risks of processing, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. The authorities responsible for processing shall address any data breach and take all measures necessary to remedy or mitigate any adverse effects of a personal data breach. The receiving authority shall notify such a breach to the transferring authority as soon as possible, and the two authorities shall cooperate with each other in a timely manner as necessary for each to comply with its obligations arising as a result of a personal data breach under its national legal framework.

The Parties undertake to put appropriate technical and organisational measures in place to ensure that processing is compliant with the provisions of this Protocol.

2.5. Rectification or erasure

Both Parties shall ensure that the transferring and receiving authorities take all reasonable steps to ensure that personal data are, as appropriate, rectified or erased without delay if the processing is not compliant with the provisions of this Protocol, in particular because the data are not adequate, relevant or accurate or they are excessive in relation to the purpose of the processing.

The two Parties shall notify each other of any rectification or erasure.

2.6. Transparency

The Parties shall ensure that data subjects are informed, by way of individual notification and publication of this Agreement on their websites, of the categories of data transferred and further processed, the manner in which personal data are processed, the relevant tool used for the transfer, the purpose of the processing, the third parties or categories of third parties to which the information may be further transferred, the individual rights and mechanisms available to them to exercise their rights and obtain redress, and details of where they can bring proceedings or lodge complaints.

2.7. Onward transfer

The receiving authority shall only transfer personal data received under this Protocol to a third party established in a country other than the flag Member States if this is justified by an important public interest objective that is also recognised in the legislation applicable to the transferring authority and if

the other requirements laid down in the Appendix (in particular as regards purpose limitation and data minimisation) are met, and

(a) if the European Commission has adopted an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 ('adequacy decision') in respect of the country where the third party is located or where the international organisation is located, and that decision covers the onward transfer; or

(b) in specific cases, where such transfer is necessary for the transferring authority to fulfil its obligations towards regional fisheries management organisations or regional fisheries organisations; or

(c) in exceptional cases and where deemed necessary, provided that the third party undertakes to process the data only for the specific purpose(s) for which they are further transferred and to erase them as soon as processing is no longer necessary for that purpose.

3. Data subject rights

3.1. Access to personal data

At the request of a data subject, the receiving authority shall:

(a) confirm to the data subject whether or not personal data relating to the data subject are being processed;

(b) provide information on the purpose of the processing, categories of personal data, storage period (if possible), right to request rectification/deletion, right to lodge a complaint, etc.;

(c) provide a copy of the personal data;

(d) provide general information on the applicable safeguards.

3.2. Correction of personal data

At the request of a data subject, the receiving authority shall rectify any of the data subject's personal data that are incomplete, inaccurate or obsolete.

3.3. Deletion of personal data

At the request of a data subject, the receiving authority shall:

(a) erase any personal data relating to the data subject that have been processed in a manner that is not compliant with the safeguards set out in this Protocol;

(b) erase any personal data relating to the data subject that are no longer necessary for the purposes for which they were lawfully processed;

(c) discontinue the processing of personal data if the data subject objects on grounds relating to his or her particular situation, unless there are compelling legitimate grounds for the processing which override the interests, rights and freedoms of the data subject.

3.4. Detailed arrangements

The receiving authority shall respond promptly, within a reasonable time frame and in any event within one month of the request, to requests from data subjects concerning access to – or rectification or erasure of – their personal data. The receiving authority may take appropriate steps, such as charging reasonable fees to cover administrative costs or refusing to act on a request that is manifestly unfounded or excessive.

If a data subject's request is refused, the receiving authority shall inform the data subject of the reasons for the refusal.

3.5. Restrictions

The above rights may be restricted if such restriction is laid down in law and is necessary and proportionate in a democratic society for the prevention, investigation, detection and prosecution of criminal offences.

Those rights may also be restricted in order to safeguard a monitoring, inspection or regulatory function connected, even occasionally, to the exercise of official authority.

They may also be restricted, under the same conditions, for the protection of the data subject or of the rights and freedoms of others.

4. Redress and independent supervision

4.1. Independent supervision

Compliance of the processing of personal data with this Protocol shall be subject to independent supervision by an external or internal body that exercises independent supervision and has investigative and remedial powers.

4.2. Supervisory authorities

For the Union, such supervision shall be exercised by the European Data Protection Supervisor (EDPS), where the processing falls under the competence of the Commission, or by the national data protection supervisory authorities, where it falls under the competence of the flag Member State.

For Greenland, The Danish Data Protection Agency (Datatilsynet) shall be competent.

The authorities referred to above shall deal with and resolve complaints from data subjects relating to the processing of their personal data under this Protocol in an effective and timely manner.

4.3. Right of redress

Each Party shall ensure that, within its legal system, a data subject who believes that an authority has failed to comply with the safeguards set out in Article 11 and this Appendix, or who believes that his or her personal data have been subject to a breach, may seek

compensation from that authority to the extent permitted by the applicable legislation before a court of law or equivalent body.

In particular, any complaint against either authority may be addressed to the EDPS, in the case of the European Commission, and to the Danish Data Protection Agency, in the case of Greenland. In addition, certain complaints against either authority may be brought before the Court of Justice of the European Union, in the case of the European Commission, and before the Courts of Greenland, in the case of Greenland.

In the event of a dispute or a complaint lodged by a data subject in connection with the processing of his or her personal data against the transferring authority, the receiving authority or both authorities, the authorities shall inform each other thereof and make every effort to resolve the dispute or complaint amicably as soon as possible.

4.5. Exchange of information

The Parties shall keep each other informed of any complaints they receive concerning the processing of personal data under this Protocol and of their resolution.

5. 5. Review

If necessary, the Parties may agree on reviewing its personal data processing policies and procedures to verify and confirm that the safeguards set out in article 11 and this appendix are implemented effectively in the Joint Committee.

6. 6. Suspension of transfer

Where the Parties are unable to amicably settle disputes concerning the processing of personal data in accordance with this Appendix, the transferring Party may suspend or terminate the transfer of personal data until it considers that the matter has been satisfactorily resolved by the receiving Party. Data already transferred shall continue to be processed in accordance with this Appendix.