

DECISION NO 2007/035 OF THE EXECUTIVE DIRECTOR OF THE COMMUNITY FISHERIES CONTROL AGENCY

of 06/12/2007

establishing a Joint Deployment Plan for 2008 concerning the organisation of the use of pooled national means of control and inspection in the international waters covered by the Regulatory Area of the Northwest Atlantic Fisheries Organisation to give effect to the obligations of the European Community under the Joint Inspection and Surveillance Scheme set out in Article XI (5) of the Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries

THE EXECUTIVE DIRECTOR OF THE COMMUNITY FISHERIES CONTROL AGENCY

Having regard to Council Regulation (EC) No 768/2005 of 26 April 2005 establishing a Community Fisheries Control Agency and amending Regulation (EEC) No 2847/93 establishing a control system applicable to the Common Fisheries Policy¹, and in particular Article 5(2) thereof,

Having regard to Council Regulation (EEC) No 1956/88 of 9 June 1988 adopting provisions for the application of the International Scheme of Joint Inspection and Surveillance adopted by the Northwest Atlantic Fisheries Organisation²,

Having regard to the fact that the Member States concerned by the Joint Deployment Plan and the Commission have not raised an objection within the delay foreseen to the draft Joint Deployment Plan notified to them by the Executive Director of the Community Fisheries Control Agency ('the CFCA') on 13 November 2007,

Whereas:

- (1) Article XI (5) of the Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries ('NAFO Convention') approved by the Council by Regulation (EEC) No 3179/78 concerning the conclusion by the European Economic Community of the Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries³ establishes obligations for the European Community to apply the NAFO Conservation and Enforcement Measures ('NAFO CEM') approved by the Council by Regulation (EEC) No 1956/88 and, in particular, the Joint Inspection and Surveillance Scheme ('NAFO Scheme') set out in Chapter IV of the NAFO CEM.
- (2) It is the Member States' obligation to control, inspect and enforce compliance with the rules of the Common Fisheries Policy of fishing vessels flying their flag operating in

¹ OJ L 128, 21.5.2005, p. 1.

² OJ L 175, 6.7.1988, p. 1. Regulation as last amended by Regulation (EC) No. 3067/95 (OJ L 329, 30.12.1995, p. 1).

³ OJ L 378, 30.12.1978, p. 1.

international waters in accordance with Article 23 (2) and Article 24 (1) of Council Regulation (EC) No 2371/2002 on the conservation and sustainable exploitation of fisheries resources under the Common Fisheries Policy⁴.

- (3) Commission Regulation (EEC) No 2868/88 of 16 September 1988 laying down detailed rules for the application of the Scheme of Joint International Inspection adopted by the Northwest Atlantic Fisheries Organisation⁵ provides rules for the implementation of the NAFO Scheme by the Member States concerned.
- (4) To ensure the implementation of the NAFO CEM by the Member States which are participating in NAFO fisheries and to give effect to the NAFO Scheme, the CFCA will facilitate the operational coordination of joint control, inspection and surveillance activities and it is appropriate to draw up a Joint Deployment Plan that organises the joint use of the national means of control and inspection pooled by the aforementioned Member States.
- (5) To ensure the commitment of an inspection vessel by Member States that do not deploy a national inspection vessel in the NAFO Convention Area ('NAFO C.A.') it is appropriate that they commit a joint inspection vessel to the Joint Deployment Plan.
- (6) To contribute to uniform and effective application of the applicable control, inspection and surveillance measures, teams of trained National Fisheries Inspectors from more than one participating Member State will be formed,

HAS ADOPTED THE FOLLOWING JOINT DEPLOYMENT PLAN:

CHAPTER I

SCOPE, OBJECTIVES, STRATEGY, DEFINITIONS

Article 1

Scope

1. Sea inspection and surveillance shall be carried out in the NAFO Regulatory Area ('NAFO R.A. '), in waters of the Northwest Atlantic Ocean which lie beyond the areas in which Coastal States exercise fisheries jurisdiction, north of 35°00' north latitude and west of a line extending due north from 35°00' north latitude and 42°00' west longitude to 59°00' north latitude, thence due west to 44°00' west longitude, and thence due north to the coast of Greenland, and the waters of the Gulf of St. Lawrence, Davis Strait and Baffin Bay south of 78°10' north latitude.

⁴OJ L 358, 20.12.2002, p. 59.

⁵ OJ L 257, 17.09.1998, p. 20. Regulation as last amended by Regulation (EC) No. 494/97 (OJ, L 77, 19.03.1997, p. 5).

In accordance with the NAFO Scheme, sea inspection and surveillance shall be carried out in the NAFO R.A. related to Community fishing vessels active in this area as well as related to fishing vessels flying the flag of any Contracting Party to the NAFO Convention and to fishing vessels flying the flag of a non-Contracting Party active in this area.

2. Port inspections shall be conducted in Community ports related to landings of all fishing vessels mentioned in paragraph 1 as well as to all vessels engaged in transshipping operations with non-Contracting Party fishing vessels.
3. Information received from fishing vessels on fishing activities and landings in the areas listed in paragraphs 1 and 2 shall be monitored in accordance with Chapter V of Regulation (EC) No 2371/2002.

Article 2

Objectives

The objective of the Joint Deployment Plan is to ensure operational coordination of joint control, inspection and surveillance activities by Denmark, Estonia, France, Germany, Latvia, Lithuania, Poland, Portugal, Spain and the United Kingdom facilitated by the CFCA by implementing the obligations of the European Community under the NAFO Scheme approved by the Council by Regulation (EEC) No 1956/88 in accordance with Article 23 (2) and Article 24 of Council Regulation (EC) No 2371/2002 including:

- Coordination, technical assistance and support to the Community inspectors on their duties.
- Control of compliance with the NAFO CEM by the vessels operating in the NAFO R.A., including non-Community fishing vessels.
- Control of the reliability of catch reporting.

Article 3

Community Strategy

The Community Strategy to be followed is to deploy the means of control, inspection and surveillance pooled by the Member States concerned, in a rational manner to ensure:

- compliance with the control, inspection and surveillance obligations of the European Community under Article XI (5) of the NAFO Convention by Community fishing vessels at sea and in Community ports;
- equal treatment, in terms of control, inspection and surveillance in the NAFO R.A., between all Contracting Parties with fishing vessels operating in the NAFO R.A.; and

- surveillance of all non-Contracting Party fishing vessels engaged in IUU fishing in the NAFO R.A. and monitoring of all possible landings by these fishing vessels and vessels engaged in transshipping with these non-Contracting Party fishing vessels.

Article 4

Definitions

- (a) 'Sea Campaign' means the coordinated planning and implementation of joint control, inspection and surveillance activities in the NAFO R.A.
- (b) 'Community Inspector' means a National Fisheries Inspector made available by the respective Member State for assignment to the NAFO Scheme by the European Community for the purpose of carrying out sea inspections.
- (c) 'CFCA Coordinator' means a coordinator who is appointed by the CFCA.
- (d) 'Joint inspection team' means an inspection team consisting of two or more Community Inspectors from more than one participating Member State to carry out sea inspections.
- (e) 'Mixed team' means a team consisting of National Fisheries Inspectors of the Port Member State who are in charge of the port inspection and of National Fisheries Inspectors from other participating Member States who act as observers.
- (f) 'EU-inspection vessel' means any inspection vessel assigned to the NAFO Scheme by the European Community to comply with its obligations under Article XI (5) of the 'NAFO Convention' approved by the Council by Regulation (EEC) No 3179/78.

CHAPTER II

COORDINATION AND COMMUNICATION

SECTION 1

COORDINATION

Article 5

Steering Group

1. A Steering Group shall be composed of national contact persons appointed by the participating Member States and chaired by the CFCA with a view to fulfil, inter alia, the functions mentioned in Articles 29 and 30.

2. Any matters related to the planning and implementation of the Joint Deployment Plan may be presented to the Steering Group on the initiative of the Member States concerned or the CFCA. To this end, the Steering Group advises the Executive Director on such matters.

Article 6

Technical Joint Deployment Group

1. For the purpose of joint deployment of pooled means of control, inspection and surveillance, each Member State shall appoint its national Coordinator responsible for the planning and implementation of the present Joint Deployment Plan. The CFCA shall also appoint its responsible Coordinator. The Coordinators of the Member States and the CFCA shall form a Technical Joint Deployment Group.
2. The Technical Joint Deployment Group shall be convened and chaired by Spain. The CFCA shall provide the Secretariat.
3. The Technical Joint Deployment Group is bound to the Community Strategy set out in Article 3 and shall determine the operational strategy for the implementation of the Joint Deployment Plan.

Article 7

Tactical coordination

1. Each participating Member State shall exercise the command and operational control over its committed means of control and inspection.
2. Each participating Member State shall ensure that its means are subject to the operational strategy agreed by the Technical Joint Deployment Group.

SECTION 2

COMMUNICATION

Article 8

Communication

The following data shall be processed forthwith and pooled in support of the Technical Joint Deployment Group for the purpose of operational coordination as relevant and set out in Annex I:

- All data related to fishing activities of fishing vessels referred to in Article 1 (1) which is notified by the Masters concerned;
- All data collected by Member State's observers and Community Inspectors in accordance with the requirements of the NAFO CEM and applicable Community legislation;

- All relevant data from other sources received by Member States concerned for the purpose of the present Chapter and required by the Technical Joint Deployment Group.

CHAPTER III

MEANS OF INSPECTION, POOLING

Article 9

Assessment of interest

1. The share of each participating Member State has been determined in accordance with Art. 12 (2) of Regulation (EC) No 768/2005 and the following criteria have been taken into account:
 - (a) The number of fishing vessels of each participating Member State based on the number of days present in the NAFO R.A. in 2006;
 - (b) The quota allocated to each Member State in 2006 and in the absence of a quota the catches in 2006. In the special case of 3M prawns where the fishing possibilities are expressed in fishing days (not quantities), the catches in 2006 have been used as "quotas" in the calculation. Moreover, as regards interested Member States, whose vessels have not fished in the NAFO R.A. in 2006, their relative weighting has been assessed on the basis of 5 days.
2. The share of each participating Member State is calculated on the basis of 305 days presence of an EU-inspection vessel in the NAFO C.A. After the deduction of 50 days, being the total amount of a basis contribution of 5 days assigned to each of the participating Member States, the remaining 255 days of presence of an EU-inspection vessel in the NAFO C.A have been divided between the Member States weighted according to the following criteria and percentages:
 - (a) 35% according to the NAFO catches and quotas in 2006;
 - (b) 65% according to the days of presence in the NAFO R.A. of the number of fishing vessels of each participating Member State in 2006.
3. On the basis of the assessment set out in paragraphs 1 and 2, the number of days during which each participating Member States shall ensure the presence of an EU-inspection vessel in the NAFO C.A. and the proportional share of each participating Member State are distributed between the participating Member States as follows:
 - (a) Denmark: 5 days (1.64%)
 - (b) Estonia: 50 days (16.40%)
 - (c) France: 5 days (1.64%)
 - (d) Germany: 7 days (2.29%)

- (e) Latvia: 18 days (5.90%)
- (f) Lithuania: 23 days (7.54%)
- (g) Poland: 7 days (2.29%)
- (h) Portugal: 70 days (22.95%)
- (i) Spain: 115 days (37.71%)
- (j) United Kingdom: 5 days (1.64%)

Article 10

Sea campaign

1. The participating Member States shall, in principle, ensure the presence in the NAFO C.A. of an EU-inspection vessel during the Sea campaign during the period January to November 2008 for 305 days.
2. In accordance with Article 23 (2) and Article 24 (1) of Regulation (EC) No 2371/2002, Denmark, France and the United Kingdom will not participate in the present Joint Deployment Plan in 2008.

Thus, in 2008, the participating Member States shall deploy an EU-inspection vessel for the implementation of the Sea campaign for 290 days, in principle, during the period January to November 2008.

3. The periods during which each participating Member State shall, in principle, ensure the presence of an EU-inspection vessel in the NAFO C.A. are distributed between the participating Member States as follows:
 - (a) Estonia: from 29 January to 18 March 2008
 - (b) Latvia: from 19 March to 5 April 2008
 - (c) Lithuania: from 6 to 28 April 2008
 - (d) Poland: from 29 April to 5 May 2008
 - (e) Portugal: from 21 May to 28 July
 - (f) Germany: from 29 July to 5 August 2008
 - (g) Spain: from 6 August to 28 November
4. At all times at least two Community Inspectors shall be present on board the EU-inspection vessel on duty in the NAFO C.A. in accordance with the distribution in Annex II.

5. During the periods of the year that no EU-inspection vessel is present in the NAFO C.A., where required under the NAFO Scheme, the CFCA shall coordinate the inspection and surveillance of Community fishing vessels in the NAFO R.A. in cooperation with the Member State(s) concerned and, where appropriate, other Contracting Parties concerned.

Article 11

Inspection of landings

1. Each Member State shall ensure control and inspection of landings in its ports by fishing vessels referred to in Article 1 (1), in accordance with the NAFO CEM. Inspections of landings by fishing vessels returning from the NAFO R.A. may be carried out by mixed teams.
2. Upon decision of the Technical Joint Deployment Group, the CFCA shall coordinate the deployment of mixed teams ashore.

Article 12

Commitment of means

1. All participating Member States shall make available the presence of an EU-inspection vessel in the NAFO C.A. and the Community Inspectors that are committed to the Joint Deployment Plan in accordance with Annex II.
2. The Member States who do not commit a national EU-inspection vessel, shall contribute to the provision of a joint EU-inspection vessel in accordance with the conditions laid down in Annexes III A and III B.
3. The national EU-inspection vessels and the joint EU-inspection vessel committed to the Joint Deployment Plan shall conform to the following requirements:
 - (a) Certified ice-class for a deployment of each EU-inspection vessel during the first four months of the year 2008.
 - (b) Each EU-inspection vessel deployed in the NAFO C.A. shall be equipped with boarding facilities adjusted to the sea conditions in the NAFO R.A.
4. In the event that a Member State that has committed a national EU-inspection vessel listed in Annex II to the Joint Deployment Plan decides not to provide or to withdraw that vessel, it shall make available an alternative EU-inspection vessel equivalent to the one listed in Annex II.

Article 13

EU-Inspection vessels

1. When conducting an inspection, an EU-inspection vessel shall display the pennants depicted in Annex XVII of the NAFO CEM. Boarding vessels shall display one pennant, which may be half-scale.
2. Participating Member States shall ensure that the Master of EU-inspection vessels shall take due regard to the operational strategy agreed by the Technical Joint Deployment Group and to the advice provided by the CFCA Coordinator on board.

Article 14

Community Inspectors

1. For the purpose of carrying out the Sea campaign, only Community Inspectors as defined in Article 2 shall be pooled and deployed.
2. Community Inspectors shall carry out their duties in accordance with the rules set out in the NAFO Scheme, but they shall remain under the operational control of the authorities of their Member States and shall be responsible to them.
3. Each Community Inspector or Inspector trainee shall carry a document of identity issued by the NAFO Executive Secretary in accordance with Annex XVI of the NAFO CEM and produce this document upon boarding a vessel.
4. When embarked on an EU-inspection vessel, a Community Inspector shall conform to the instructions given by the Master of that EU-inspection vessel without prejudice to the Community Inspector's powers to carry out inspections.
5. All Community Inspectors shall take due regard to the operational strategy agreed by the Technical Joint Deployment Group and to the guidance provided by the CFCA Coordinator on board.

Article 15

CFCA Coordinators

1. The CFCA Coordinators shall exercise coordination duties, including training of Community Inspectors and of Inspector trainees on board EU-inspection vessels, as well as providing input to the Technical Joint Deployment Group.
2. A CFCA Coordinator shall always be present on board the EU-inspection vessel on duty in the NAFO R.A. in order to coordinate the sea inspections and to advise and support the master of the EU-inspection vessel and the Community Inspectors on board in the exercise of control, inspection and surveillance activities.

3. The CFCA Coordinator shall, in particular, ensure that EU-inspection vessels and Community Inspectors are subject to the operational coordination agreed by the Technical Joint Deployment Group.
4. The CFCA Coordinator on board the EU-inspection vessel shall also coordinate the Community Inspectors' relations with NAFO Inspectors assigned to the NAFO Scheme by other Contracting Parties.
5. Where appropriate for the purpose of coordination and following consultation with the Flag Member State concerned, a CFCA Coordinator may be present on the fishing vessels and at the premises concerned where inspections are carried out that fall under the scope of the Joint Deployment Plan.
6. A detailed list of the CFCA Coordinator's tasks is laid down in Annex IV.

Article 16

Training

The CFCA shall organise specific training on the implementation of the NAFO CEM for Community Inspectors and Inspector trainees as well as for National Fisheries Inspectors related to the implementation of the Joint Deployment Plan.

Article 17

Costs

1. In principle, each participating Member State shall bear its own costs.
2. The CFCA shall bear the following costs:
 - (a) General coordination provided by CFCA coordinators;
 - (b) Coordination of the Sea campaign provided by the CFCA Coordinator on board the respective EU-inspection vessel on duty in the NAFO C.A.;
 - (c) Training of Community Inspectors, Inspector trainees and National Fisheries Inspectors related to the implementation of the Joint Deployment Plan.

CHAPTER IV
JOINT DEPLOYMENT OF POOLED MEANS

SECTION 1

2008 NAFO CAMPAIGN

Article 18

General

The participating Member States shall take all appropriate measures to ensure that the Sea Campaign and the inspections of landings in Community ports are carried out in an efficient and rational manner in accordance with the NAFO CEM and any other applicable rules of international law, as well as with the rules of the Common Fisheries Policy and the provisions laid down in the present Joint Deployment Plan and deploying the means committed for the 2008 NAFO Campaign.

Article 19

Briefing and debriefing

The organisation of all briefings and debriefings necessary for the implementation of the Joint Deployment Plan shall be the responsibility of the CFCA as laid down in Annex V.

SECTION 2

CHANGES

Article 20

Changes

Where appropriate, the CFCA Coordinator on board the EU-inspection vessel may introduce tactical changes during the 2008 NAFO Campaign to be approved by the Chair of the Technical Joint Deployment Group. All committed means of control and inspection shall be informed accordingly without delay by the CFCA.

SECTION 3

INSPECTION AND SURVEILLANCE AT SEA

Article 21

Joint inspection teams

Inspections during the Sea Campaign in the NAFO R.A. shall be conducted, in principle, by joint inspection teams of at least two Community Inspectors.

Article 22

Inspection Procedure

1. During inspections at sea of Contracting Party fishing vessels, Community Inspectors shall follow the inspection procedure laid down in Article 29 of the NAFO CEM.
2. To ensure a constant quality of inspections, Community Inspectors shall use the Inspector's check list set out in Annex VI.
3. The master of the EU-inspection vessel on duty in the NAFO C.A. shall ensure that the EU-inspection vessel is kept at a safe distance from fishing vessels.
4. The Community Inspectors shall, if appropriate, request permission for a voluntary boarding to non-Contracting Party fishing vessels that are sighted engaging in fishing activities in the NAFO R.A. in accordance with Article 45 of the NAFO CEM.

Article 23

Surveillance Procedure

1. Community Inspectors shall follow the surveillance procedure set out in Article 28 of the NAFO CEM in relation to Contracting Party fishing vessels.
2. The surveillance of non-Contracting Party fishing vessels is subject to Article 44 of the NAFO CEM.

Article 24

Documentation of inspection and surveillance

1. The documentation of inspection shall be based on the Inspection Report Form prescribed in Annex XI of the NAFO CEM. The inspection report may be commented upon and shall be signed by all the persons that the form requires. A copy of the report shall be given to the master of the vessel.

2. The documentation of surveillance of Contracting and non-Contracting Party fishing vessels shall be based on the Surveillance Report Form in Annex XII of the NAFO CEM.
3. The documentation of inspection and surveillance shall be handled by the CFCA in accordance with the rules set out in Annex VII.

Article 25

General procedures to deal with infringements

1. In the case of an infringement of the NAFO CEM, the Community Inspectors shall follow the procedures set out in the NAFO Scheme and in Commission Regulation (EEC) No 2868/88.
2. The Community Inspector shall take all necessary measures to ensure the security and continuity of evidence.

Article 26

Serious infringements

If a Community Inspector observes one of the serious infringements listed in Article 33 paragraph 1 of the NAFO CEM the appropriate procedures laid down in the NAFO Scheme and in Commission Regulation (EEC) No 2868/88 shall be followed. The list of contact persons is set out in Annex VIII.

SECTION 4

INSPECTIONS IN PORT

Article 27

1. Inspections of landings in Community ports of Contracting Party fishing vessels and non-Contracting Party fishing vessels which have been engaged in fishing for stocks subject to the NAFO CEM as well as of all vessels engaged in transshipping operations with non-Contracting Party fishing vessels may be carried out by mixed teams.
2. Mixed teams may also carry out inspections of transport up to the first sale or the premises where the catch is graded, weighed and stocked with relation to the fishing vessels referred to in paragraph 1 and in accordance with Chapter V of Regulation (EC) No 2371/2002.

Article 28

Port Inspection Procedures

1. The port inspection procedures laid down in Chapter V of the NAFO CEM and the appropriate procedures laid down in Commission Regulation (EEC) No 2868/88 shall be followed in relation to Contracting Party fishing vessels.
2. Inspections in port of non-Contracting Party fishing vessels shall be conducted in accordance with Article 46 of the NAFO CEM.
3. The port inspection report in Annex XIII of the NAFO CEM shall be used and results of port inspections shall include at least the information listed in Annex XIII, Section B of the NAFO CEM.
4. The documentation of port inspection is handled by the competent authorities of the port Member State.

CHAPTER V

FINAL PROVISIONS

Article 29

Amendments

1. In the course of the implementation of the Joint Deployment Plan the Executive Director may proceed on request by a participating Member State or on his own initiative to draft an amendment to the Joint Deployment Plan in consultation with the Steering Group and in line with the procedure laid down in Article 12 of Council Regulation (EC) No 768/2005.
2. The Executive Director shall notify the draft to the Member States concerned and the Commission. If within 5 working days of such notification the Member States concerned or the Commission have not raised an objection, the Executive Director shall adopt the amendment to the Joint Deployment Plan.
3. If one or more of the Member States concerned or the Commission has raised an objection, the Executive Director shall refer the matter to the Commission in line with article 12, paragraph 5 of Council Regulation (EC) No 768/2005.

Article 30

Settling of disputes

In the event that a dispute arises during the implementation of the Joint Deployment Plan, the following procedure shall apply:

- (a) The Member States concerned shall continue the activities under the present Joint Deployment Plan while a solution is being sought.

- (b) The Member States concerned shall make their utmost efforts to solve the dispute together, with the support of the CFCA.
- (c) In the event that the Member States concerned should not succeed in finding a common solution, the procedure to amend the Joint Deployment Plan established in Article 29 shall apply.

Article 31

Confidentiality

1. All data exchanged during the planning, implementation and review of the Joint Deployment Plan shall be subject to strict confidentiality in accordance with the relevant Community provisions and national legislation, in particular in accordance with Article 37 of Council Regulation (EC) No 2847/93 of 12 October 1993 establishing a control system applicable to the Common Fisheries Policy.
2. Access to information shall be restricted to the relevant staff in the Member States and the CFCA requiring this information for the exercise of their function for the planning, implementation and review of the Joint Deployment Plan.

Article 32

Implementing rules

The Executive Director of the CFCA may define requirements for the implementation of the present Joint Deployment Plan. Such requirements shall remain within the limits of this Joint Deployment Plan.

Article 33

Collaboration

The CFCA may request Member States that are not concerned by the Joint Deployment Plan or relevant third parties to collaborate in the implementation of the Joint Deployment Plan where this is necessary to meet the objectives of this Joint Deployment Plan.

Article 34

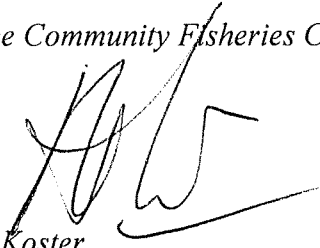
Addressees

This Decision is addressed to the Kingdom of Denmark, the Republic of Estonia, the French Republic, the Federal Republic of Germany, the Republic of Latvia, the Republic of Lithuania, the Republic of Poland, the Portuguese Republic, the Kingdom of Spain and the United Kingdom of Great Britain and Northern Ireland.

Done at Brussels,

06 DEC. 2007

For the Community Fisheries Control Agency

A handwritten signature in black ink, appearing to be 'Harm Koster', written over a faint horizontal line.

*Harm Koster
Executive Director*

ANNEX I

	Information	Origin	Where available	Legal Basis
A. Catches				
1	Report of Provisional monthly catches by species and stock area.	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap.III, Art. 21.1.
2	Report of catches taken by a vessel fishing on an "others" quota	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap.III, Art. 21.3.
3	Notification of catches of species subject to TAC's and quotas landed or transhipped	Fishing vessels	Member States and E.C.	EC Reg 2847/93, Art. 11, 13 and 15.1.
4	Notification of quantity of catches transhipped	Fishing vessels	Member States, E.C. and NAFO Secretary	CEM art 23.1.c), TAC's and quotas Reg.: EC Reg. 41/2007 art. 39
5	Hail messages: COE (Catch on Entry), COX (Catch on Exit), TRA (transhipment) and POR (Port of Landing)	Fishing vessels	Member States (FMC), E.C. (Fish Telecom), FPV's and NAFO Secretary	CEM Chapter III, art. 23
6	Final Observers report	Member States and Contracting Parties	Member States, E.C. and NAFO Secretary	CEM Chap.III, Art. 24.6. and EC Reg. 3069/95 Art.3 and Annex I
7	Port inspection reports	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap.V Art. 42
8	Inspection at sea reports	Inspectors on board FPV's	E.C. and NAFO Secretary	CEM Chap. IV, Art. 31.1. and EC Reg. 2868/88, Art.3.
9	Result of port inspection of non-contracting party vessel in any contracting party port	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap.VI Art. 46
10	Coordination mission report	CFCA Coordinator on board EU FPV's	CFCA and E.C.	NAFO JDP, Annex IV
Catches, special provisions for GHL				
11	Report of catches of GHL on board on entry and on exit the NRA	Fishing vessels	Member States and E.C.	EC Reg.2115/05 Art.6.1.
12	Report of quantities loaded or unloaded for each transhipment of GHL in NAFO R.A.	Fishing vessels	Member States	EC Reg.2115/05 Art. 6.1.
13	When catches of GHL are deemed to have exhausted 70% of the MS quota allocation, masters shall transmit a report on a three day basis instead the weeweekly catch report	Fishing vessels	Member States	EC Reg.2115/05 Art. 6.3.
14	Report of compulsory port inspection for vessels landing GHL.	Member States and Contracting Parties	Member States, E.C. and NAFO Secretary	CEM Chap.I Art.7 and EC Reg.2115/05 Art. 10
Catches, special provisions for PRA				
15	Report of catches of Shrimp catches taken in Division 3L	Fishing vessels	Member States (FMC), E.C. (Fish Telecom), FPV and NAFO Secretary	CEM Chap. III Art. 21.4. TAC's & Quotas Reg. 41/2007 Art. 42
16	Quantity of PRA on board on Entry and on Exit of Division 3L	Fishing vessels	Member States (FMC), E.C. (Fish Telecom), FPV and NAFO Secretary	CEM Chap. III Art. 23.3.
Catches, special provisions for RED				
17	Vessels fishing for RED in NRA Div. 1F, 3K and 3M shall notify the MS with quantities of RED caught in the two-week period	Fishing vessels	Member States and E.C.	TAC's & Quotas Reg. 41/2007 Art. 43
B. Fishing effort				
18	Notification of fishing plan for their vessels fishing for species in the NAFO R.A.	Member States	Member States and E.C.	TAC's and quotas Reg.: EC Reg. 41/2007 - Art. 41
19	Number of fishing days in NAFO	Member States	Member States and E.C.	TAC's and quotas Reg.: EC Reg. 41/2007 Art. 41
20	Report of Provisional monthly fishing days in the shrimp fishery	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap.III, Art. 21.1.
21	Pre-notification of Entry and of Exit from Div. 3L for vessels targeting shrimp	Fishing vessels	Member States (FMC), E.C. (Fish Telecom), FPV's and NAFO Secretary	CEM Chap. III Art. 23.3.
22	VMS Position Report, automatic transmission by satellite monitoring device.	Fishing vessels	Member State (FMC), E.C. (Fish Telecom), FPV's and NAFO Secretary	CEM Chap.III, Art. 22.5. and Annex X
23	Hail messages: ENT (Entry), EXI (Exit)	Fishing vessels	Member States (FMC), E.C. (Fish Telecom) and FPV's	CEM Chapter III, art. 22.1

ANNEX I (cont.)

	Information	Origin	Where available	Legal Basis
C. - Provisions for GHL. Rebuilding Plan				
24	List of vessels of more than 24 m overall with authorization to fish GHL in Sub-area 2 and Divisions 3KLMNO	Member States and Contracting Parties	Member States, E.C. and NAFO Secretary	CEM Chap.I Art.7
25	Notification of quota of GHL allocated to each vessel.	Member States	Member States and E.C.	EC Reg.2115/05 Art. 4
26	List of designated ports in which landings of GHL may take place and the associated inspection and surveillance procedures	Member States and Contracting Parties	Member States, E.C. and NAFO Secretary	CEM Chap.I Art.7 and EC Reg.2115/05 Art. 8
27	Prior notification of landing GHL in a designated port	Fishing vessels	Member States	CEM Chap.I Art.7 and EC Reg.2115/05 Art. 9
D. Inspection Activities				
28	Names of inspectors, inspector trainees, inspection vessels, helicopters and other aircrafts and amendments	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap. IV, Art. 26.1., EC Reg.1956/88 Art. 15, EC Reg.2868/88 Art.1
29	Notification of the date and time of the FPV of commencing and terminating their duties.	FPV's	E.C. and NAFO Secretary	CEM Chap. IV, Art. 26.2.
30	Surveillance Report of observation of a fishing vessel of which position does not correspond with the latest information available	FPV's	E.C. and NAFO Secretary	CEM Chap.IV, Art. 28
31	Sighting of non-contracting party vessel engaged in fishing activities in NAFO R.A.	FPV's	E.C. and NAFO Secretary	CEM Chap.VI Art. 44 and EC Reg.1262/00 Art.2
32	Sea Inspection reports, written statement issue by inspectors and supporting documents in case of infringement	inspectors on board FPV's	E.C. and NAFO Secretary	CEM Chap. IV, Art. 31.2. and 31.3, and EC Reg.1956/88.
33	Report of serious infringement	inspectors on board FPV's	E.C. and NAFO Secretary	CEM Chap.IV Art. 33.9
34	Results of examination on board of a fishing vessel flying the flag of a Member State of elements that make up serious infringement detected by a Community inspector	inspectors on board EU-FPV's	Member States and EC	EC Reg. 2868/88 Art. 4(a).4
35	Results of thorough port inspection of suspected vessel flying the flag of a Member State	Member States	Member States and EC	EC Reg. 2868/88 Art. 4(a).6
36	Decision of the flag state to send or not to send a vessel to port for inspection, in case of serious infringement	Member States and Contracting Parties	Member States, E.C. and NAFO Secretary	CEM Chap. IV Article 33.7
37	Reports on infringements	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap.IV Art. 38, EC Reg. 2868/88 Art. 9, EC Reg. 2847/93 Art. 31
38	Report on the progress of investigation within four months, in case of serious infringement, and final report on the outcome when the investigation is completed.	Member States and Contracting Parties	E.C. and NAFO Secretary	CEM Chap.IV Art. 38.3
39	List of inspected vessels	FPV's	E.C. and NAFO Secretary	CEM Chap.IV Art. 31.5., EC Reg.2868/88, Art.3 and EC Reg.1956/88
40	Reports on Inspection and Surveillance.	Member States and Contracting Parties	E.C. and NAFO Secretary	-CEM Chap.IV Art. 39 and EC Reg.1956/88
41	Coordination mission report	Coordinator on board EU FPV's	CFCA and E.C.	
E. Other data				
42	Observers: list of Observers to be placed on board fishing vessels	Member States	Member States, E.C. and NAFO Secretary	CEM Chapter III, Art. 24.3 and E.C.Reg. 855/04 Art.2
43	Vessel register	Member States and Contracting Parties	NAFO Secretary	CEM Chapter II Art. 16

Note: NAFO CEM is referred to 2007 edition. Differences in article numbers can happened in further editions. TAC and Quotas Regulation also refer to 2007.

Means committed to the NAFO JDP 2008**1. Inspection vessels:**

- Estonia: Joint EU-inspection vessel "Jean Charcot" in accordance with Annexes III A and III B.
- Latvia: Joint EU-inspection vessel "Jean Charcot" in accordance with Annexes III A and III B.
- Lithuania: Joint EU-inspection vessel "Jean Charcot" in accordance with Annexes III A and III B.
- Poland: Joint EU-inspection vessel "Jean Charcot" in accordance with Annexes III A and III B.
- Portugal: 1 national EU-inspection vessel for the period laid down in Article 10(3)(e) of the Joint Deployment Plan..
- Germany: 1 national EU-inspection vessel for the period laid down in Article 10(3)(f) of the Joint Deployment Plan.
- Spain: 1 national EU-inspection vessel for the period laid down in Article 10(3)(g) of the Joint Deployment Plan.

2. Community Inspectors to be deployed:

- 2.1. Each of the participating Member States shall make available Community Inspectors for assignment to the NAFO Scheme by the European Community and deploy at least two of them for the number of days laid down in Article 9(3) of the Joint Deployment Plan.
- 2.2. The logistic for the deployment of Community Inspectors shall be planned and agreed by the Technical Joint Deployment Group.

Commitment of Joint EU-Inspection vessel**1. SPECIFIC SERVICE CONTRACTS**

- 1.1. On the basis of the Specific Service Contracts concluded between the CFCA and each of the Member States Estonia, Latvia, Lithuania and Poland at their joint request in accordance with Article 6 of Council Regulation (EC) No 768/2005, the CFCA shall provide contractual services relating to the provision of a joint EU-inspection vessel for the implementation of the Sea campaign between January and May 2008 in the form of a Charter Contract concluded by the CFCA for the aforementioned Member States with the company Hays Ships Ltd. to charter the vessel 'Jean Charcot' for 98 days during that period.
- 1.2. Each Member State concerned shall sign a separate Specific Service Contract with the CFCA for the facilitation of the provision of the joint EU-inspection vessel 'Jean Charcot' by the CFCA via the conclusion of a Charter Contract for the Member States concerned with Hays Ships Ltd. for the corresponding periods set out in Article 10 (3), (a)-(d) of the Joint Deployment Plan.
- 1.3. A draft of the Specific Service Contract to be concluded between each of the Member States concerned and the CFCA can be found in Annex III B.
- 1.4. All Specific Service Contracts shall be signed simultaneously by the Member States concerned. To this end, the Executive Director of the CFCA shall send to each Member State two copies of the Specific Service Contract using the template of the Draft Specific Service Contract in Annex III B as well as a copy of the draft Charter Contract on the day of the adoption of the Joint Deployment Plan. The Member States shall sign the Specific Service Contracts within 10 working days after receipt of the copies signed by the Executive Director and send them back to the CFCA.

Once the Executive Director has received signed copies of the Specific Service Contracts that require the CFCA to facilitate the provision of the EU-inspection vessel 'Jean Charcot' for a total period of at least 3 months, the Executive Director shall sign these Specific Service Contracts simultaneously and send one signed copy of each separate Specific Service Contract back to the respective Member State.

2. COSTS AND PAYMENT OF SPECIFIC SERVICE CONTRACTS

2.1. The costs of the Specific Service Contract to be paid by each Member State concerned shall comprise:

- Share of the total amount mentioned in the Charter Contract for the charter of the vessel. The daily cost of the Charter is 10 668.42 Euros;
- Share of additional costs, if any, incurred by Hays Ships Ltd. during the implementation of the Charter Contract in 2008;
- Service fee levied by the CFCA as a compensation for the services it provides. The following services are covered by the fee:
 - Prospection of the market for a vessel to be chartered for future NAFO Campaigns;
 - Conclusion, administration and financial management of the respective Specific Service Contract and the Charter Contract.

In 2008 the service fee will be 0.00 Euros as, inter alia, the costs of the prospection of the market, are not yet known by the CFCA that has not undertaken such a prospection of the market until now.

2.2. The share of each Member State concerned to be paid for the services provided by the CFCA is determined by distributing the total costs of the Charter Contract including additional costs, if any, between the Member States concerned according to the percentages calculated on the basis of the total number of days, being 98, during which each Member State concerned shall ensure the presence of an EU-inspection vessel in the NAFO C.A as laid down in Article 9 of the Joint Deployment Plan proportional to the days of presence of an EU-inspection vessel to be ensured by each Member State concerned as follows:

- Estonia: 50 days
- Latvia: 18 days
- Lithuania: 23 days
- Poland: 7 days

and adding the service fee in each case.

- 2.3. The share of each Member State concerned of the total amount mentioned in the Charter Contract, excluding additional costs, if any, and the service fee, is as follows:
- (a) Estonia: 533 421.00 €
 - (b) Latvia: 192 031.56 €
 - (c) Lithuania: 245 373.66 €
 - (d) Poland: 74 678.94 €
- 2.4. The Member States concerned shall make a pre-financing payment to the CFCA bank account, account no BE 663 630 152 09943 30 not later than 1 April 2008.
- 2.5. Any amount not paid by a Member State concerned by 1 April 2008, shall bear interest. The interest rate shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the '*Official Journal of the European Union*', in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points in accordance with Article 53(3) of the Financial Rules applicable to the CFCA and Article 86 (2) (b) of the detailed rules for implementation of the General Financial Regulation.

3. AMENDMENTS TO SPECIFIC SERVICE CONTRACTS

Modifications to a Specific Service Contract are only possible if all Specific Service Contracts of the Member States concerned are amended simultaneously and upon written agreement between the CFCA and each Member State concerned.

4. SERVICES PROVIDED BY THE CFCA

- 4.1. The CFCA shall facilitate the provision of the joint EU-inspection vessel 'Jean Charcot' for the implementation of the Sea campaign between January and May 2008 to the Member States concerned by concluding a contract with Hays Ships Ltd. for the Member States concerned to charter the vessel 'Jean Charcot' during that period for 98 days. The conditions of the Charter Contract provide a minimum duration of 3 months of this Contract. Therefore, the CFCA shall only be obliged to facilitate the provision of the aforementioned services requested by the Member States concerned, if the Specific Service Contracts signed by the Member States require these services for a total period of at least 3 months.

The joint EU-inspection vessel 'Jean Charcot' is certified ice-class and provided with boarding facilities adjusted to the conditions in the NAFO R.A.

The duration of the Charter Contract shall include the number of days of transfer of the joint EU-inspection vessel 'Jean Charcot' from its home port (Aberdeen) to the NAFO C.A. at the beginning of the Charter Contract and back to its home port towards the end of the Charter Contract.

- 4.2. The Charter Contract between the CFCA and Hays Ships Ltd. shall be signed by the Executive Director of the CFCA once he has signed the separate Specific Service Contracts between the CFCA and the relevant Member States in accordance with the procedure laid down in point 1.4.
- 4.3. The CFCA shall provide the Member States concerned with a copy of the Charter Contract concluded with Hays Ships Ltd before the start of the Sea campaign under the Joint Deployment Plan.
- 4.4. After completion of the Charter Contract with Hays Ships Ltd., the CFCA shall forward copies of the invoices issued by Hays Ships Ltd. and a detailed statement of all expenditure incurred for the implementation of the Charter Contract to the Member States concerned. The statement shall include additional costs, if any, that arose during the implementation of the Charter Contract.
- 4.5. In the event that the CFCA will be unable to facilitate the provision of the services of the joint EU-inspection vessel 'Jean Charcot' due to force majeure, the CFCA shall intend to obtain an alternative vessel by Hays Ships Ltd. under the Charter Contract. If this is impossible, the provision of an EU-inspection vessel by the CFCA shall be subject to a new Specific Service Contract with each of the Member States concerned in accordance with the Community legislation governing the appropriate procurement procedure.

DRAFT SPECIFIC SERVICE CONTRACT

Between:

The Community Fisheries Control Agency, located at 56 Rue de la Loi, 1049 Brussels,
represented by Mr. Harm Koster, Executive Director

Hereinafter referred to as 'CFCA'

Of the one part,

and:

the

[Member State, Competent Authorities, Address

Represented by, ...]

Hereinafter called 'the Contractor'

Of the other part,

It is agreed as follows:

GENERAL CONDITIONS

Article 1: Preamble

- 1.1. Article XI (5) of the Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries ('NAFO Convention') approved by the Council by Regulation (EEC) No 3179/78 establishes obligations for the European Community to apply the NAFO Conservation and Enforcement Measures ('NAFO CEM') and, in particular, the Joint Inspection and Surveillance Scheme ('NAFO Scheme') set out in Chapter IV of the NAFO CEM, and approved by the Council by Regulation (EEC) No 1956/88.

- 1.2. It is the Member States' obligation to control, inspect and enforce compliance with the rules of the Common Fisheries Policy of fishing vessels flying their flag operating in international waters in accordance with Article 23 (2) and Article 24 (1) of Council Regulation (EC) No 2371/2002.
- 1.3. On [date], the Executive Director of the CFCA adopted the Decision No 2007/XXX establishing a Joint Deployment Plan for 2008 concerning the organisation of the use of pooled national means of control and inspection in the international waters covered by the Regulatory Area of the Northwest Atlantic Fisheries Organisation to give effect to the obligations of the European Community under the Joint Inspection and Surveillance Scheme set out in Article XI (5) of the Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries.
- 1.4. Article 10 of the Joint Deployment Plan foresees that the Member States participating in the Joint Deployment Plan ensure the presence of an EU-inspection vessel in the NAFO C.A. for the purpose of joint inspection and surveillance in the NAFO R.A. as defined in Article 1 of the Joint Deployment Plan, in total from 29 January to 28 November 2008, with a break of 15 days from 6 to 20 May 2008.
- 1.5. The Contractor and the Member States (*mention all Member States listed in Annex III A of the JDP*) which do not provide a national EU-inspection vessel shall commit a joint EU-inspection vessel to the Joint Deployment Plan to fulfil their obligations under Article 10 of the Joint Deployment Plan.
- 1.6. To comply with Article 10 of the Joint Deployment Plan the Contractor and the aforementioned Member States have jointly requested the CFCA to provide contractual services in accordance with Article 6 of Council Regulation (EC) No 768/2005 in the form of facilitating the provision of the joint EU-inspection vessel 'Jean Charcot' for the implementation of the Sea campaign from 29 January to 5 May 2008 to carry out inspection and surveillance activities in the NAFO R.A.

Article 2: Obligations of the parties

- 2.1. The Contractor and the aforementioned Member States shall pay to the CFCA the costs mentioned in Article 3 of the present Specific Service Contract for the services provided.

The Contractor and the aforementioned Member States shall each sign a separate Specific Service Contract with the CFCA for the provision of the joint EU-inspection vessel 'Jean Charcot' for the corresponding periods set out in Article 10 (3), (a)-(d) of the Joint Deployment Plan.

- 2.2. The CFCA shall facilitate the provision of the joint EU-inspection vessel 'Jean Charcot' for the implementation of the Sea campaign for the period from 29 January to 5 May 2008 to the Contractor and the aforementioned Member States by concluding a Charter Contract with Hays Ships Ltd. for the Contractor and the aforementioned Member States to charter the joint EU-inspection vessel 'Jean Charcot' for the period from 29 January to 5 May 2008. The conditions of the Charter Contract provide a minimum duration of 3 months of this Contract. Therefore, the CFCA shall only be obliged to facilitate the provision of the aforementioned services requested by the Member States concerned, if the Specific Service Contracts signed by the Member States require these services for a total period of at least 3 months.

The duration of the Charter Contract shall include the number of days of transfer of the joint EU-inspection vessel 'Jean Charcot' from its home port (Aberdeen) to the NAFO C.A. at the beginning of the Charter Contract and back to its home port towards the end of the Charter Contract.

- 2.3. The CFCA shall act as a facilitator between the owner of the joint EU-inspection vessel 'Jean Charcot' and the Contractor and the aforementioned Member States and transfer the payments made by the Member States to the CFCA to Hays Ships Ltd in accordance with Article 4 of the present Specific Service Contract.
- 2.4. The joint EU-inspection vessel 'Jean Charcot' is certified ice-class and provided with boarding facilities adjusted to the conditions in the NAFO R.A.
- 2.5. In the event that the CFCA will be unable to facilitate the provision of the joint EU-inspection vessel 'Jean Charcot' to the CFCA due to force majeure, the CFCA shall intend to obtain an alternative joint EU-inspection vessel by Hays Ships Ltd. under the Charter Contract. If this is impossible, the provision of a joint EU-inspection vessel by the CFCA shall be subject to a new Specific Service Contract with the Contractor and each of the aforementioned Member States in accordance with the Community legislation governing the appropriate procurement procedure.

Article 3: Costs

- 3.1. The costs of the Specific Service Contract to be paid by each Member State concerned shall comprise:
- Share of the total amount mentioned in the Charter Contract for the charter of the vessel. The daily cost of the Charter is 10 668.42 Euros;
 - Share of additional costs, if any, incurred by Hays Ships Ltd. during the implementation of the Charter Contract in 2008;
 - Service fee levied by the CFCA as a compensation for the services it provides. The following services are covered by the fee:
 - Prospection of the market for a vessel to be chartered for future NAFO Campaigns;
 - Conclusion, administration and financial management of the respective Specific Service Contract and the Charter Contract.

In 2008 the service fee will be 0.00 Euros as, inter alia, the costs of the prospection of the market, are not yet known by the CFCA that has not undertaken such a prospection of the market until now.

- 3.2. The share of each Member State concerned to be paid for the services provided by the CFCA is determined by distributing the total costs of the Charter Contract including additional costs between the Contractor and the aforementioned Member States proportional to the days set out in point 2.2. of Annex III A of the Joint Deployment Plan and adding the service fee in each case.

Article 4: Duration, place of delivery, termination of the Specific Service Contract

- 4.1. The Specific Service Contracts shall take effect from the date of entry into force of the Charter Contract between the CFCA and Hays Ships Ltd. and shall terminate upon the termination of the Charter Contract.
- 4.2. The place of delivery of the joint EU-inspection vessel 'Jean Charcot' is (*insert place of delivery mentioned in Charter Contract*).

Article 5: Payments

- 5.1. The Contractor and the aforementioned Member States shall pay their share of the costs of the Charter Contract as known at present, the service fee, and their share of additional costs, if any, as mentioned in Article 3.1.
- 5.2. The Member States concerned shall make a pre-financing payment to the CFCA bank account, account no BE 663 630 152 09943 not later than 1 April 2008.
- 5.3. The amounts of the pre-financing payments to be made by the Contractor and the aforementioned Member States for the services provided by the CFCA are listed in point 2.3. of Annex III A of the Joint Deployment Plan.
- 5.4. The CFCA shall forward to the Contractor and the aforementioned Member States copies of the invoices issued by Hays Ships Ltd. and a detailed statement of all expenditure incurred for the implementation of the Charter Contract after the completion of the said contract. The statement shall include additional costs, if any, that arose during the implementation of the Charter Contract.
- 5.5. The Contractor and the aforementioned Member States shall pay their share of the balance after they have received the detailed statement mentioned above and 30 days from the date of the related debit note (invoice).

Article 6: Interests for late payment and arbitration clause

- 6.1. Any amount not paid by the Contractor or the aforementioned Member States by 1 April 2008, shall bear interest. The interest rate shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the '*Official Journal of the European Union*', in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points in accordance with Article 53(3) of the Financial Rules applicable to the CFCA and Article 86 (2) (b) of the detailed rules for implementation of the General Financial Regulation.
- 6.2. The Court of Justice of the European Communities shall have jurisdiction over any disputes arising from the present Specific Service Contract.

Article 7: Amendment

Modifications to a Specific Service Contract are only possible if all Specific Service Contracts of the Contractor and the aforementioned Member States are amended simultaneously and upon written agreement between the CFCA and each Member State.

Article 8: Signature of contracts

- 8.1. All Specific Service Contracts shall be signed simultaneously by the Contractor and the aforementioned Member States. To this end, the Executive Director of the CFCA shall send to each Member State two copies of the Specific Service Contract as well as a copy of the draft Charter Contract on the day of the adoption of the Joint Deployment Plan. The Member States shall sign the Specific Service Contracts within 10 working days after receipt of the copies signed by the Executive Director and send them back to the CFCA.

Once the Executive Director has received signed copies of the Specific Service Contracts that require the CFCA to facilitate the provision of the EU-inspection vessel 'Jean Charcot' for a total period of at least 3 months, the Executive Director shall sign these Specific Service Contracts simultaneously and send one signed copy of each separate Specific Service Contract back to the respective Member State.

- 8.2. The Charter Contract between the CFCA and Hays Ships Ltd. shall be signed by the Executive Director once he has signed the separate Specific Service Contracts between the CFCA and the relevant Member States in accordance with the procedure laid down in paragraph 1.

The CFCA shall provide the Member States concerned with a copy of the Charter Contract concluded with Hays Ships Ltd before the start of the Sea campaign under the Joint Deployment Plan.

SPECIAL CONDITIONS

Article 9: Obligations of the parties

- 9.1. The Contractor shall pay to the CFCA the costs mentioned in Article 3 of the present Specific Service Contract for the services provided. The Contractor's share of the total amount mentioned in the Charter Contract is €, as laid down in point 2.3. of Annex III A of the Joint Deployment Plan.
- 9.2. The CFCA shall facilitate the provision of the joint EU-inspection vessel 'Jean Charcot' for the implementation of the Sea campaign to the Contractor from ... to ... 2008 (*corresponding to the period the Contractor has to ensure the presence of an EU-inspection vessel in the NAFO C.A. under the JDP as set out in Art. 10 JDP*) by concluding a Charter Contract with Hays Ships Ltd. for the Contractor and the aforementioned Member States in accordance with the GENERAL CONDITIONS of this Specific Service Contract to charter the joint EU-inspection vessel 'Jean Charcot' for the period from 29 January to 5 May 2008.

Article 10: Invoicing and Payment

- 10.1. The Contractor shall pay the amount set on the respective debit note (invoice) to the CFCA bank account, account no BE 663 630 152 09943 not later than 1 April 2008.
- 10.2. The Contractor shall pay to the CFCA the share of the balance after receipt of the detailed statement mentioned in Article 5.4. and 30 days from the date of the related debit note (invoice).
- 10.3. The Contractor shall pay 0.00 Euros of service fee to the CFCA.

Article 11: Interests for late payment

Any amount not paid by the Contractor by 1 April 2008, shall bear interest. The interest rate shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the '*Official Journal of the European Union*', in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points in accordance with Article 53(3) of the Financial Rules applicable to the CFCA and Article 86 (2) (b) of the detailed rules for implementation of the General Financial Regulation.

Article 12: Arbitration clause

The Court of Justice of the European Communities shall have jurisdiction over any disputes arising from the present Specific Service Contract.

Article 13: Administrative provisions

The persons responsible for the management of the Contract are:

For the CFCA: Rieke Arndt

Tel: + 32 2 29 614 05

Fax:+ 32 2 292 15 44

For the Contractor:

[*name administrative contact person, Tel: +, Fax: +*]

Article 14: Entry into force

The Specific Service Contract shall take effect from the date of entry into force of the Charter Contract between the CFCA and Hays Ships Ltd.

Article 15: Annexes

The following document is annexed to the Contract:

Annex 1: Draft Contract n° to be signed between the CFCA and Hays Ships Ltd.

Done at Brussels in two originals in English on / /2007

For

[Member State]

For

the Community Fisheries
Control Agency

[Name and title of Representative]

Mr. Harm Koster
Executive Director

CFCA NAFO Coordinators tasks on board the EU-inspection vessel

1. The EU-inspection vessel is receiving daily information and data on the fisheries and patrols in the NAFO R.A. and in particular:
 - VMS positions
 - Positions and intentions of other Fishery Patrol Vessels (FPV)
 - Inspections data of other FPV's
 - Hailing messages
 - Sightings
 - Deployment of observers
2. The CFCA Coordinator ensures that the data and information are processed in the database operated on board as well as in the different tables used for the follow up of the activity and the reports.
3. On the basis of the information of the operational coordination agreed by the Technical Joint Deployment Group, the previous mission and the last information available, the CFCA Coordinator advises the Community Inspectors and the Master of the EU-inspection vessel accordingly of the strategy of the starting mission.
4. On a daily basis the CFCA Coordinator advises the Community Inspectors of the programme of inspection for the current day and agrees it accordingly with the Master of the EU-inspection vessel.
5. The CFCA Coordinator coordinates, technically assists and supports the Community Inspectors on their duties. He organises briefings and debriefings with them before and after the inspections.
6. In case of an infringement, the CFCA Coordinator ensures the coordination between the Community inspectors, the CFCA and DG Fish. He/She supports the Community Inspectors in writing the statement to be transmitted within 24 hours.
7. The CFCA Coordinator maintains the communication with the observers on board the Community fishing vessels and carries out the daily observers' radio show.
8. The CFCA Coordinator keeps informed the other FPV's operating in the area of the inspections carried out and of the patrol plans.
9. At the beginning of the mission the CFCA Coordinator ensures that a briefing is carried out covering boarding equipments and techniques. The briefing should involve Community Inspectors and personal of the EU-inspection vessel participating in the boarding manoeuvres.

10. The CFCA Coordinator transmits to the NAFO Secretary the information foreseen by the NAFO CEM, and in particular, entry messages, exit messages and the list of monthly boardings.
11. The CFCA Coordinator produces a mission report covering the respective mission.

CFCA NAFO Coordinators tasks at the CFCA

1. The CFCA Coordinator at the CFCA receives the NAFO data and information from the Member States and ensures the notification of the necessary information to the NAFO Secretary, in particular:
 - Observers' data
 - Fishing vessels authorised to operate in the NAFO R.A.
 - Community Inspectors assigned to the NAFO Scheme
 - FPV's operating in the NAFO R.A.
 - Aircrafts operating in the NAFO R.A.
 - Designated ports for Greenland Halibut landings
2. The CFCA Coordinator forwards the inspection reports carried out by the Community inspectors on board the EU-inspection vessel and possible statements to the Member States or to other Contracting Parties, and to the NAFO Secretary and the Commission.
3. The CFCA Coordinator forwards the inspection reports carried out by other Contracting Parties' FPV's to the Member States and to the Commission.
4. The CFCA Coordinator forwards a copy of the mission reports to the Commission.

BRIEFINGS AND DEBRIEFINGS

1. Briefings and debriefings will take place on board of the respective EU-inspection vessel in the port of St Johns, Newfoundland, Canada, where CFCA Coordinators and Community Inspectors embark and disembark.
2. At the beginning of each mission, the briefing on board the EU-inspection vessel shall be attended by the responsible officer(s) of the vessel, the Community Inspectors on duty, the CFCA Coordinator on board during the previous mission and the CFCA Coordinator taking over for the new mission.
3. The briefing shall cover:
 - The communication needs and its organisation;
 - The boarding equipments and procedures,
 - The daily data to be provided by the EU-inspection vessel to the CFCA Coordinator and in particular:
 - Sighting of vessels
 - Times and positions of entry and exit of the NAFO R.A.
 - Times and positions of crossing the division limits
 - Communications
 - A review of the situation in the NAFO R.A. based on the data and information of the previous mission;
 - Based on the most recent data and information available, the strategy of the new mission in accordance with the operational coordination agreed by the Technical Joint Deployment Group;
 - With the Community Inspectors, a review of the basic practice of inspection, including procedure and priorities during inspection, and possible failures in compliance with the rules by the fishing vessels, such as:
 - Communication problems
 - Storage plan
 - By-catch
4. The debriefing on board the EU-inspection vessel at the end of each mission shall be attended by the responsible officer(s) of the EU-inspection vessel, the Community Inspectors who were on duty, the CFCA Coordinator on board during the previous mission and the CFCA Coordinator taking over for the next mission.

5. The debriefing shall cover:

- The functioning of the communications system
- The boarding equipments and procedures
- The inspections carried out, results and eventual problems faced
- The transmission of data and accumulated information to the new CFCA Coordinator.

ANNEX VI

NAFO Sea- inspection check-list		Date: _____	
Mission No: _____ EU-FPV: _____		Reg.No: _____	
Ship's name: _____			
1	NAFO Inspectors on board - Show NAFO Card	Y	N
2	Contact FPV on VHF CH. 8 and ask for Position and UTC Time	Y	N
3	Observer name:	Y	N
Documents			
4	Summary of catches by Division, from Logbook	Y	N
5	Production Logbook	Y	N
6	Summary of Catches from Production Logbook	Y	N
7	Using the Captain's conversion factors, cross check production LB with fishing LB	Y	N
8	Inspection of Fishing Licenses	Y	N
9	Check Cargo Hold Certified Capacity Plan and see if date is valid	Y	N
10	Check Stowage plan	Y	N
11	Get a copy of the Stowage Plan	Y	N
12	<i>Previous NAFO Inspection Reports. Note of the point 12 of other CP reports</i>	Y	N
13	VMS operating ?	Y	N
14	Hail messages - COE, COX, POR, TRA. Advise Captains to send it to Fish Telecom	Y	N
GHL documents			
15	Special Permits for GHL	Y	N
16	Note GHL catch average between inspections (other FPVs)	Y	N
17	<i>Note observed GHL catches from previous inspections (other FPVs)</i>	Y	N
18	Note total GHL on board	Y	N
CARGO Hold			
19	Inspection of the cargo hold - open boxes if necessary	Y	N
20	Is the cargo / species stowage according with the stowage plan ?	Y	N
21	Check if cargo from NAFO is stowed separately from catches taken outside the NRA	Y	N
22	Check if shrimp (PRA) catches from 3M and 3L are stowed separately and dated	Y	N
23	Check labels (PRA and GHL), Open some boxes to check labels against species	Y	N
24	Measurement of empty space or cargo in the hold. Use stowage factor to check prod. LB	Y	N
25	<i>Carry out a sampling for calculation of stowage factors.</i>	Y	N
Other storages			
26	Inspection of the freezers (tunnel or plate freezers)	Y	N
27	Inspection of the Fish bunker	Y	N

ANNEX VI (cont.)

NAFO Sea- inspection check-list		Date: _____	
Mission No: _____		EU-FPV: _____	
Ship's name: _____		Reg.No: _____	
NETS			
28	Measure the nets in accordance with EC reg. 129/03 and NAFO CEM Annex XIV	Y	N
29	Check for illegal attachments to the nets	Y	N
30	Check for net attachments	Y	N
31	Measure the sorting grid maximum bar space (maximum 22 mm)	Y	N
36	Measure the toggle chains (minimum 72 cm - only in 3L)	Y	Y
37	Is the pilot ladder in order ?	Y	N
Report			
38	Fill in NAFO Report of Inspection	Y	N
39	On observed tow information (13) state depth and time towing	Y	N
40	Report signed by the Inspectors and the Master	Y	N
41	1 copy for the Master (yellow) and original and 1 copy for the Inspectors	Y	N
42	Write on the Fishing Logbook the information about inspection and sign	Y	N
43	Recover blue pages from EC Logbook and state in LB page numbers taken (EU vessels)	Y	N
44	Call FPV to recover inspectors	Y	N
45	Registry on point 9. the ending time of the inspection	Y	N
46	Other remarks	Y	N
In case of Apparent Infringement :			
1	Fill in NAFO Inspection report section 15 (ref with art. of CEM)	Y	N
2	Make 3 pictures of the infringement (gear / catches)	Y	N
3	Seal if necessary	Y	N
4	Note the seal numbers in the inspection report and make 3 pictures	Y	N
5	Let the Captain sign no. 15 of the inspection report	Y	N
6	Let the Captain make his comments and sign no. 26 of the inspection report	Y	N
7	Write the infringement in the fishing vessel log book	Y	N
8	Start procedure for Apparent Infringement		
EU NAFO inspector in charge signature		EU NAFO Second inspector signature	

Handling of documentation of inspection and surveillance by the CFCA

DATA BASE:

The CFCA is operating on board the EU-inspection vessel, a database in which all relevant information collected is introduced.

Information introduced in the database is:

- Data from the inspection reports
- VMS data
- Other Contracting Parties' inspection data.
- Patrol data by mission: entry and exit in and out the NAFO R.A. and in and out the divisions, sightings, inspections by Community Inspectors, inspections by other Contracting Parties' inspectors.

The data are used to generate an evaluation of the fishing activity and the compliance level. The evaluation is transmitted to the Technical Joint Deployment Group.

DOCUMENTS:

- Inspection reports from the EU-inspection vessel: originals are transmitted to the flag State, a copy is sent to the NAFO Secretary and to DG Fish and Maritime Affairs.
- A mission report is produced for every mission. A copy of the mission report is transmitted to DG Fish and Maritime Affairs. The Annexes of the mission report include GHL and PRA catches data, a summary of the patrol activity, sightings and inspections.
- Log books copies collected during inspection: copies are transmitted to DG Fish and Maritime Affairs. The data of the log books are processed and used to create Annexes 1 and 2 of each mission report.

ANNEX VIII

NAFO LIST OF CONTACT PERSONS IN MEMBER STATES and NAFO SECRETARIAT							
MEMBER STATE	NAME	ADMINISTRATION	ADDRESS	PHONE	FAX	GSM	EMAIL
ESTONIA	Indrek Ulla (*)	Estonian Environmental Inspectorate	Kopli 76 10416 Tallinn Estonia	00 3726962244	00 3726962237	00 3725121312	Indrek.Ulla@kki.ee
	Meit Grossmann			00 3726962218	00 3726962237	00 37253468026	Meit.Grossmann@kki.ee
GERMANY	J. Assmann (*)	Bundesministerium für Ernährung, Landwirtschaft und Verbraucherschutz	BLE - Palmallee №9 - 22767 Hamburg - Germany	00 49 4038905-171/173	00 49 1713695510		joachim.assmann@ble.de
LATVIA	Evija Smite	Marine and Inland Waters Administration of State Environmental Service	Voleru Str. 2, Rīga, LV 1007, Latvia	00 371 7469664	00 371 7465888	+371 28310013	evija.smite@jiup.gov.lv
	Feliks Klagais Miks Veinbergs (*)			00 371 7807936 00 3717469664 00 3717807935	00 371 7465888 00 3717465888	00 371 29464006 00 371 26169852	feliks.klagais@jiup.gov.lv miks.veinbergs@jiup.gov.lv
LITHUANIA	Mr. Aidas Adomaitis	Fisheries Department under the Ministry of Agriculture	Gedimino av. 19 (Leleveckio 6), LT-01103 Vilnius LITHUANIA	00 370 5 2391 174	00 370 5 2391 176	00 370 610 22512	Aidasa@zum.lt
	Mr. Algirdas Rusakevičius			00 370 5 2391183	00 370 5 2391176	00 370 698 42848	algirdasr@zum.lt
	Mr. Genadijus Babbionis (*)			00 370 5 2629658	00 370 5239 1176	00 370 699 80580	genadijusb@zum.lt
POLAND	Mr Leszek DYBIEC	Ministry of Agriculture and Rural Development	Ul. Wspolna 30, 00-930 Warszawa, Poland	00 48 22 623 14 72 00 48 22 623 18 36	00 48 22 623 27 50		Leszek.Dybiec@minrol.gov.pl
	Stanislaw Kasperek (*)	Department of Fisheries		00 48 914322550 00 48 914322557			stanislaw.kasperek@oirm.szczecin.pl

ANNEX VIII (cont.)

NAFO LIST OF CONTACT PERSONS IN MEMBER STATES and NAFO SECRETARIAT							
MEMBER STATE	NAME	ADMINISTRATION	ADDRESS	PHONE	FAX	GSM	EMAIL
PORTUGAL	Helena Figueiredo	Subdirectora Geral das Pescas e Aquicultura		00 351 213025113	00 351 213025101	00351 961221269	helena.figueiredo@dgpa.min-agricultura.pt
	Vitor Costa (*)	Director de Serviços de Fiscalização		00 351 213025174	00 351 213025101	GSM 00 351 963136622	vitorcosta@dgsa.min-agricultura.pt
SPAIN	José Navarro Garcia (*)	Dirección General de Recursos Pesqueros - Subdirección General de Inspección Pesquera	Paseo de la Castellana 112 - 28046 Madrid Spain	00 34 91 347 1949	00 34 91 347 1512		jnavarro@mapya.es
	Juan L. Gil Gamundi (*) Javier Del Hierro (*)			00 34 91 347 1855 00 34 91 347 1845	00 34 91 347 1512 00 34 91 347 1512	34 63983 2950	jgilgamu@mapya.es
NAFO Secretariat		NAFO					
	Bev Mcloon Cindy Kerr		POBox 638 Dartmouth, Nova Scotia CANADA B2Y3Y9	00 1 902 468 5590 00 1 902 468 5590	00 1 902 468 5538 00 1 902 468 5538		bmcloon@nafo.int ckerr@nafo.int info@nafo.int

(*) person to contact in case of serious infringement

ROUTING SLIP

Adoption JDP

Date of the request: **07/12/2007**

Subject of the Legal Commitment: **Adoption of the NAFO JDP 2008**

TASKS	RESPONSIBLE	DATE	VISA	ADRESS
Initiating Agent + preparation of the file with all supporting documents	Project Manager* Michael SHEPPARD	7/12/07	<i>mls2</i>	L56 - 01/55
Visa Superior	Senior Advisor Ole TOUGAARD			L56 - 01/87
Legal Approval	Legal Officer Rieke ARNDT	7/12/07	<i>RA</i>	L56 - 01/09
Signature Executive Director	Authorising Officer Executive Director Harm KOSTER	7/12/07	<i>[Signature]</i>	L56 - 01/81
Return + send to third parties involved + send copy to Project Manager	Secretary Responsible Lurdes NUNES	10/12/07	<i>[Signature]</i>	L56 - 01/37
Archiving of originals	Legal Officer Rieke ARNDT			L56 - 01/09

*To be filled with the name of the project manager responsible for the transaction

ENR	FISH CAD	10/12/07	<i>[Signature]</i>	J99 00/34
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Bonjour,

Veuillez donner le même numéro à toutes les lettres sauf à celle de la Commission.

Merci
Prepaie
60209

