

Meeting: 15th Mediterranean AIS Expert Working Group

Place and date: Italy, Venice, 27 November 2018

Agenda item: 2nd phase of the pilot project on sharing T-AIS information between beneficiary countries and selected EU MSs

Document number: MAREΣ 15/8/1

Submitted by EMSA

Summary	This document presents a proposal for the implementation of the 2 nd phase of the pilot project on sharing T-AIS information between beneficiary countries and selected EU MSs.
Action to be taken	As per paragraph 3.
Related documents	14 th Mediterranean AIS Expert Working Group Workshop report.

1. Introduction

The European Maritime Safety Agency (EMSA) was established under Regulation (EC) No 1406/2002 of the European Parliament and of the Council for the purpose of ensuring a high, uniform and effective level of maritime safety. According to its founding regulation, EMSA activities may also include the provision of technical assistance to the EU neighbouring partner countries (ENP partner countries).

Since June 2013, EMSA is involved in the provision of technical assistance in the area of maritime safety, maritime security, marine pollution prevention, preparedness and response to ENP partner countries through Grant Contracts financed by the European Neighbourhood Instrument (ENI). EMSA is currently assisting the following ENP partner countries: Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine and Tunisia in the Mediterranean region and Azerbaijan, Georgia, Islamic Republic of Iran, Kazakhstan, Moldova, Turkey, Turkmenistan and Ukraine in the Black and Caspian Sea regions, hereinafter “the beneficiary countries”.

The present project term started in 2017 and in the framework of two grant agreements with the European Commission EMSA implements a four-year EU funded project: Maritime safety, security and marine environmental protection in the Black and Caspian Sea Regions (since 1 February 2017) and since 16 March 2017 another similar project in the Mediterranean Region called SAFEMED IV.

The overall objective of the EU maritime related projects in the Mediterranean, Black and Caspian Seas funded in the framework of the European Neighbourhood Policy is to enhance maritime safety, maritime security and marine pollution prevention/response in the beneficiary countries. This includes enhancing the traffic monitoring capabilities of the beneficiary countries, promoting AIS information sharing at regional level and implementation of Vessel Traffic Monitoring and Information Systems (VTMIS) as tools to improve the safety of navigation and consequently environmental protection of the Mediterranean, Black and Caspian Seas.

In this context the beneficiary countries were provided with the possibility to strengthen their cooperation on AIS matters by taking part in pilot project on AIS information sharing thorough the Mediterranean AIS Regional Server (MAREΣ), operated and maintained by the Italian Coast Guard (ICG). The first two phases

of the pilot project are: Phase I - for sharing AIS information between beneficiary countries and, Phase II - for sharing AIS information between beneficiary countries and some EU MSs which will agree to share their T-AIS with beneficiary countries on a bilateral basis.

Sharing of AIS information is made possible by the SafeSeaNet regional server (MAREΣ) managed by the Italian Coast Guard, according to a Service Level Agreement (SLA) between the Agency, the Italian Coast Guard and the relevant national authorities of the two projects beneficiaries for the “use of the Mediterranean AIS Regional server (MAREΣ) to support the establishment of pilot projects to extend cooperation on AIS matters within the scope of the project”.

Currently, Georgia and Ukraine within the scope of the BCSEA Project and Morocco, Tunisia and Jordan within the scope of the Safemed IV project, have signed the above SLA.

2. EMSA proposal

Herewith it is proposed to the MAREΣ Experts Working Group (EWG) to agree on starting the second phase of the pilot project by bringing the beneficiary countries to share with EU MSs based on a bilateral/multilateral agreement (SLA draft attached).

Considering that EMSA provides to the maritime administrations of beneficiary countries that have signed CSN Condition of Use, access, free of charge, to EMSA Maritime Information Exchange Platform and Ecosystem Graphical User Interface (SEG) the same system may be used for the second phase of the pilot project. Information shared will be limited to AIS information caught by national network of the countries signing bilateral agreements and it will be exclusively available to those countries. In addition, the sharing of data under the second phase of the pilot project will be limited to T-AIS information and will not involve other related SSN information. This will incentivise other beneficiary countries to adhere.

For users from beneficiary countries that have signed CSN Condition of Use and subject to the agreed access right rules, EMSA SEG shall only combine terrestrial AIS data with EO images and SAT-AIS information via the EMSA web user portal thus contributing to enhance the identification of possible polluters and the enhancement of the maritime safety and pollution preparedness and response.

3. Action proposed

The MAREΣ EWG is invited to note the above information and provide its feedback about the possible interest of participating in phase 2. EMSA will present the feedback of the MAREΣ EWG at the next HLSG (Brussels 11 December) and ask for guidance. Following the agreements of both Groups, the attached template agreement will be formally proposed to the selected EU Ms and Beneficiary countries interested in sharing.

Annex

Draft Service Level Agreement for sharing of Terrestrial Automatic Identification System (T-AIS) as bilateral/multilateral action to extend cooperation on AIS matters between European Union Member States (EU MSs) and Beneficiary Countries participating to projects implemented by the European Maritime Safety Agency (EMSA) and funded by Directorate-General for Neighbourhood and Enlargement Negotiations (in the framework of the European Neighbourhood Instrument (ENI)).

ANNEX

Service Level Agreement

For Sharing Terrestrial Automatic Identification System (T-AIS) data as bilateral/multilateral¹ action to extend cooperation on AIS matters between European Union Member States (EU MSs) and Beneficiary Countries participating to projects implemented by the European Maritime Safety Agency (EMSA) and funded by Directorate-General for Neighbourhood and Enlargement Negotiations (in the framework of the European Neighbourhood Instrument (ENI))

between

The Maritime Administration of [insert name of the EU MS]

and

The Maritime Administration of [insert name of the beneficiary country]

¹ *This Agreement may be bilateral (between a EU MS and a Beneficiary) or multilateral (more than one Member States and more than one Beneficiary). In a latter case, the text of this Agreement shall be adapted accordingly.*

The Maritime Administration of [insert name of the EU MS]

(hereinafter referred to as "[insert name of the EU MS]), which is represented by [insert name and title]

of the one part, and

The Maritime Administration of [insert name of Beneficiary Country]

(hereinafter referred to as "Beneficiary"), which is represented by [insert name and title]

of the other part,

Hereinafter referred to individually as "the Party" or collectively as "the Parties",

Having regard to Directive 2002/59/EC as amended on establishing a Community Vessel Traffic Monitoring and Information System (VTMIS), as amended,

Noting the EU MSs cooperation in the area of regional exchanging AIS information, based upon the initiative of EMSA in May 2006, covering the Mediterranean Sea and Black Sea,

Noting that, the use of AIS on a regional basis provides further benefits, such as an improved look-ahead function of the vessel traffic situation, enabling the authorities to anticipate and predict the vessel movements, facilitating improved management of coastal safety, counter pollution and security resources,

Noting further that, the projects implemented by EMSA in the framework of the ENI have the overall objective to enhance maritime safety, maritime security and marine pollution prevention/response standards in the Beneficiary Countries (hereinafter collectively called the Beneficiaries) - and that the afore-mentioned projects aim at setting up initiatives in the field of VTMIS,

Considering that the Mediterranean regional AIS server (hereinafter called MAREΣ) has been developed by the Italian Coast Guard (ICG) as a core system for collecting and distributing AIS data.

Considering further that the ICG provides to the maritime administrations of the Beneficiaries: the relevant "proxy" software free of charge when requested by the Beneficiaries to connect their national systems to MAREΣ, any relevant upgrades or developments required to the "proxy" software and hosting environment, the updated "proxy" installation manual (in English language), the support for "proxy" installation (if requested and not on site), the support for testing and validation of the "proxy" software updates/hotfixes/upgrades (whenever such updates/hotfixes or upgrades shall take place), the technical and operational contact service, upon request and in a reasonable time, and notice regarding any downtime of MAREΣ in a reasonable time,

Considering further that the ICG configured the existing MAREΣ software and hosting environment in order to: receive the T-AIS data from the Beneficiary participating in the pilot project and handle it, at the level of the MAREΣ server, and forward the T-AIS data shared from the Beneficiary to EMSA,

Considering that initiatives in the field of the VTMIS were already implemented during similar projects previously implemented by EMSA and the Beneficiaries recognised the importance of sharing T-AIS information at regional level in enhancing maritime safety, maritime security and marine pollution prevention/response,

Considering that sharing of AIS information between the Beneficiaries as a pilot project is made possible by MAREΣ, according to a Service Level Agreement (SLA) between EMSA, the ICG, and the relevant national

authorities of the two projects Beneficiaries for the “use of the Mediterranean AIS Regional server (MAREΣ) to support the establishment of pilot projects to extend cooperation on AIS matters”,

Considering that a proposal is to be submitted to SSN High Level Steering Group (SSN HLSG) to allow the second phase of the pilot project by bringing the Beneficiaries to share with selected EU MSs on a bilateral or multilateral basis,

Considering that EMSA provides, to the Maritime Administrations of Beneficiaries that have signed CleanSeaNet (CSN) Conditions of Use, access (free of charge) to EMSA Maritime Information Exchange Platform and Ecosystem Graphical User Interface (SEG),

Considering that the functionalities of SEG allow EU MSs users access to key maritime applications and their data sets, and for users from Beneficiaries that have signed CSN Conditions of Use and subject to the agreed access right rules, EMSA SEG combines T-AIS data with Earth Observation (EO) images via the EMSA web user portal thus contributing to the enhancement of the maritime safety and pollution preparedness and response,

Whereas this Agreement shall be signed only by the Beneficiaries whose Maritime Administrations have priory signed the SLA with EMSA and the ICG (Annex 1) for the use of the MAREΣ to support the establishment of pilot projects to extend cooperation on AIS matters within the scope of the project.

Have agreed

To the following Service Level Agreement (hereinafter referred to as the “Agreement”) for sharing of T-AIS data as bilateral/multilateral action to extend cooperation on AIS matters between EU MS and Beneficiaries participating to an EMSA implemented project funded by DG NEAR in the framework of the ENI and the following annexes:

Annex 1: SLA between EMSA, the ICG and the maritime administration of the beneficiary for the use of the Mediterranean AIS Regional Server (MAREΣ) to support the establishment of pilot projects to extend cooperation on AIS matters within the scope of the project.

Annex 2: Contact points, coordinators and addresses for communication purposes.

which form an integral part of this Agreement.

Article 1: Objective

- 1.1. The objective of this Agreement is to facilitate cooperation on AIS matters between EU MSs and Beneficiaries to EMSA implemented projects on a bilateral/multilateral¹ basis with the overall aim to extend cooperation in the area of VTMISS and the protection of the marine environment.
- 1.2. This Agreement regulates the provision and distribution of T-AIS data which is made available by EMSA to the Beneficiary *and to* [insert name of the EU MS] through the EMSA SEG and makes possible that the T-AIS data of the Beneficiary party to this Agreement is made available to the [insert name of the EU MS].

Article 2: Entry into force and duration

- 2.1 This Agreement shall enter into force on the date on which it is signed by the last party and shall have a duration of 12 months.
- 2.2 Execution of the tasks shall start from the date confirmed in written by EMSA.
- 2.3 This Agreement is renewed automatically under the same conditions, unless one of the parties issues a formal notification to the contrary at least three months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

Article 3: Responsibilities of the Parties

Each of the Parties shall:

- a) Exchange, on a pilot basis, the agreed T-AIS data in accordance with Article 1 of this Agreement.
- b) Provide EMSA, the ICG, and the other Party with the contact points, the coordinators and their addresses for communication purposes (Annex 2).
- c) Not alter or remove any copyright notice or proprietary legend contained in or on the data provided under this Agreement.

Article 4: Access Right Rules

- 4.1 Each Party will restrict access to the data covered by this Agreement to the competent authorities listed in the SLA (Annex 1). The access shall be granted for purposes related to maritime safety, port and maritime security, marine environment protection, the efficiency of maritime traffic and transport, law enforcement, defence, border and fisheries control.
- 4.2 The access to the T-AIS data will be granted by EMSA through the EMSA SEG web user portal.

Article 5: Financial resources

Except where otherwise specifically agreed by the Parties, each Party shall bear the cost of any expenditure it incurs relating to the performance of this Agreement.

Article 6: Human resources

Each Party will be responsible for its own personnel in relation to activities undertaken pursuant to this Agreement.

Article 7: Expert Working Group

- 7.1 The MAREΣ Expert Working Group (EWG) will be used by the Parties to discuss on the operational, administrative and technical issues related to this Agreement.
- 7.2 The Parties will nominate one or more technical/operational coordinators (Annex 2) to participate in the MAREΣ EWG.

Article 8: Evolution of the Agreement. Sharing of additional data

- 8.1 The Parties may agree to extend the scope of this Agreement to allow any interested EU MS connected to MAREΣ to be part of T-AIS data exchange, in accordance with Article 10. The Parties will notify EMSA of the extended scope.
- 8.2 Upon the prior approval of the conditions set by the SSN High Level Steering Group (HLSG), one or more Beneficiaries may cooperate with one or more EU MSs to exchange, on a pilot basis, other data in addition to the T-AIS Information through the SEG (e.g. ship pre-arrival, Hazmat, Incident reports, Mandatory Reporting System Information), pursuant to Article 10 of this Agreement.

Article 9: Communications

- 9.1. Contact points, coordinators, and addresses of Parties are detailed in Annex 2.
- 9.2 The Parties shall communicate in writing any change with regard to their coordinators or contacts. All documents and communications regarding this Agreement shall be written in English.

Article 10: Amendments

- 10.1 Parties may, by mutual written agreement, revise this Agreement and its annexes as appropriate with the exception of Annex 1 which may be amended according to the provisions of Article 11 of the respective SLA.
- 10.2 Any amendment shall be subject to a mutual written agreement concluded by the Parties with the exception of Annex 2 which may change upon a written notice of the Party concerned to the other Party.

Article 11: Liability

- 11.1 Any loss, damage or injury suffered by one Party in connection with the performance of this Agreement shall be borne exclusively by it.
- 11.2 Each Party shall be exclusively liable for any loss, damage or injury caused by its personnel to third parties in their facilities, arising out of the performance of this Agreement.

Article 12: Force Majeure

- 12.1 Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, including flood, drought, earthquake, storm fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, sabotage, or any order or injunction made by a court or public body.
- 12.2 In the event of the occurrence of such a *force majeure* event, the Party unable to perform shall without delay notify the other Party by registered letter with acknowledgement of receipt. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the *force majeure* event.

Article 13: Data protection

- 13.1 The Parties shall process personal data in accordance with national legislation applicable.
- 13.2 Personal data shall be processed solely for the purposes of the performance, management and monitoring and follow up of this Agreement by the data protection entities of signatory parties without prejudice to possible transfer to the bodies charged with monitoring or inspection task in application of Union law.

Article 14: Confidentiality

- 14.1 For the purposes of this Agreement, "proprietary information" shall mean any information, document or other material communicated to the other Parties in order to perform this Agreement.
- 14.2 Each Party undertakes, when requested by the other Party, not to release proprietary information, or to keep confidential any information, document or other material communicated to them as confidential, the disclosure of which might be prejudicial to the other Party, until, or unless, the content legitimately becomes publicly available through other parties or through work or actions lawfully performed outside, and not based on activities under this Agreement, or has been made available to the disclosing Party by another Party without any confidentiality restrictions.

Article 15: Contracting

One Party may, with prior and written agreement of the other Party, contract the work in whole or in part. The Party contracting a part of the work shall remain bound by its obligations to the other Party under this Agreement.

Article 16: Fees

All services provided by the Parties under this Agreement shall be provided free of charge.

Article 17: Applicable law and settlement of disputes

- 17.1. The Parties agree to use reasonable efforts to resolve amicably and expeditiously any disagreement or dispute that may arise during the performance of this Agreement.
- 17.2. Any dispute, controversy or claim relating to the interpretation, application or implementation of this Agreement, including its existence, validity or termination, which cannot be settled in accordance with paragraph 1 above will entail its termination.

Article 18: Termination

- 18.1 If organisational priorities are no longer compatible with the continuation of the working relationship under this Agreement, either Party may terminate it at any time, giving three (3) months prior written notice to the other Party.
- 18.2 The terminating Party shall inform EMSA about the termination notice within the deadline indicated in paragraph 1 above.

This Agreement has been drawn up in English in three identical originals: one for each Party and one for EMSA.

SIGNATURES

For [insert name of the EU MS],
[Insert name/title]

signature[s]: _____

For [insert name of the Beneficiary],
[Insert name/title]

signature[s]: _____

Done at [place], [date]

Done at [place], [date]

Annex 1

SLA between EMSA, the Italian Coast Guard (ICG) and the Maritime Administration of the Beneficiary for the use of the Mediterranean AIS Regional Server (MAREΣ) to support the establishment of pilot projects to extend cooperation on AIS matters within the scope of the project

Annex 2

Contact points, Coordinators, and addresses for communication purposes

	EMSA	IGC	Beneficiary
Administrative Contact Point			
Title		Capt. Giuseppe Aulicino	
Address		ICG Headquarters VII Department, ITC and Traffic Monitoring Vial dell'Arte, 16 00144 Rome (Italy)	
Telephone		Tel. +390659083366	
E-mail		giuseppe.aulicino@mit.gov.it	
Technical Contact Point			
Title			
Address			
Telephone		Tel. +390659083366	
E-mail		giuseppe.aulicino@mit.gov.it	
Coordinator			
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Telephone		Tel. +390659083366	
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