

# **EMCIP**

## **participation framework elements**

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# **EMCIP participation & working agreement**

**Working paper  
Agenda item No. 6**

## **2.1 Objective**

**The storage, exchange and analysis of casualty and incident data in a common European database will add value to marine casualty or incident safety investigation and the analysis of the results of such investigations as well as to general risk identification and casualty and incident prevention at national, European and global level.**

## **2.2 Culture of no blame, no liability and personal data protection**

**All actions under this Agreement shall be carried out within a culture of no blame, no liability and personal data protection:**

**Any EMCIP data shall serve purely safety related purposes only. There shall be no exchange or processing of, or access to, EMCIP data for purposes related to identifying individual persons or apportioning blame or liability.**

**Personal data protection for EMCIP will be arranged by EMSA in accordance with Regulation (EC)45/2001, and in response to particular requests by the participating parties.**

## **2.3 Actions**

### **EMSA will**

- **provide EMCIP as well as procedures and cost-free training for its use,**
- **review the received data for compliance with the database procedures and its schema/taxonomy,**
- **produce and distribute statistics and studies on the basis of the EMCIP data.**

### **The competent national authorities will**

- **inform EMSA on particular national data protection requirements,**
- **send database operators/investigators to the training,**
- **send casualty data to EMSA for storage in EMCIP,**
- **provide EMSA with any studies carried out on the basis of EMCIP data.**

**The competent national authorities and EMSA will have automatic direct access to all EMCIP data that are not barred by special arrangement and may use them for any purely safety related purpose that does not conflict with the culture of no blame, no liability and personal data protection.**

## **2.4 Access to particular data**

**There will be only one “super-user” for each EMCIP participant having direct access to EMCIP. The super-user may, within the limits of the culture of no blame, no liability and personal data protection, designate a limited number of sub-users within or under the control of the competent national authority. These will be notified to EMSA for information of all EMCIP participants.**

**Certain sensitive data may be barred, by special arrangement, from access by other participants and be accessible only by the sending competent national authority and EMSA. Access to this data by EMSA will only serve verification and technical management of such data.**

## **2.5 Procedures; Data control / ownership**

**Any exchange or processing of, or access to, EMCIP data shall be according to the EMCIP procedures.**

**The accuracy of data and compliance with the EMCIP procedures remain solely the responsibility of the sending party.**

**EMSA will control the sent data, but the sending party will retain ownership of the data.**

**EMSA will provide the correct technical functioning and security of EMCIP. EMSA will arrange back-up storage of the EMCIP data.**



## **2.6 Focal points; Working group**

**EMSA and each competent national authority will designate focal points dealing with the technical-operational working arrangements of EMCIP and any possible future improvements.**

**A permanent working group, consisting of representatives of the competent national authorities and EMSA, will be established for EMCIP. It will be hosted, assisted and funded by EMSA.**

**In the frame of that working group EMSA and the competent national authorities will inform each other on their findings and recommendations for possible improvements to the operation of EMCIP.**