

Meeting: 16th Mediterranean AIS Expert Working Group

Place and date: Italy, Rome, 12 December 2019

Agenda item: Participation of the SAFEMED and BCSEA countries in MAREΣ

Document number: MAREΣ 16/8/1

Submitted by EMSA

Summary	This document presents the consolidated text of conditions for the participation of the SAFEMED and BCSEA countries in MAREΣ. The text is based on the principles approved by the High Level Steering Group (HLSG DM).
Action to be taken	As per paragraph 4.
Related documents	15 th Mediterranean AIS Expert Working Group Workshop report (V.1.2).

1. Introduction

EMSA is executing the Commission (DG NEAR) funded projects in the Mediterranean (SAFEMED IV) and the Black and Caspian Sea (BCSEA). These projects include a component regarding Vessel Traffic Monitoring and Information Systems. Within the framework of the SAFEMED IV and BCSEA projects EMSA is implementing a pilot project which consists of the following three phases:

- Phase 1: Exchange of T-AIS between the SAFEMED/BCSEA countries.
- Phase 2: Exchange of T-AIS data between SAFEMED/BCSEA countries and EU Member States that are prepared to participate;
- Phase 3: Involvement of SAFEMED/BCSEA countries in SSN.

The overall objective is to enhance maritime safety, maritime security and marine pollution prevention/response in the beneficiary countries. In addition, the beneficiary countries are 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).

According to the procedures set, the phases should be implemented by the beneficiaries in a sequential order meaning that they should participate in phase 2 after completing the implementation of phase 1. The same will also apply for phase 3 (i.e. they should participate in phase 3 after completing the phase 2).

For users from beneficiary countries Phase 1 was initiated by signing the Service Level Agreement (SLA) for the use of the Mediterranean AIS regional server (MAREΣ) to support the establishment of pilot projects to extend cooperation on AIS matters. According to a Service Level Agreement (SLA) signed between EMSA, the Italian Coast Guard and the relevant national authorities, the sharing of T-AIS information is achieved via the SafeSeaNet regional server (MAREΣ).

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 SLA (presented in Annex 1).

2. Conditions defined at HSLG DM4 (Brussels, 11 December 2018)

The 2nd phase of project was discussed at the 15th MAREΣ Experts Working Group meeting (Venice, 27 November 2018) and thereafter EMSA presented the outcome at the HSLG DM4 (Brussels, 11 December 2018). The HSLG DM4 discussed the conditions of phase 2 and agreed the principles of the cooperation with the beneficiaries as follows:

- a. Concurrence with the principle of reciprocity and co-operation by the beneficiaries' countries is a prerequisite;
- b. In **full respect of EU policy and the operational objectives** of improved maritime safety, security and pollution prevention;
- c. Distinguish between the EU neighbouring countries **sharing a sea basin with EU/EEA MS** countries and the 'other' 3rd Countries.
- d. The beneficiaries will participate **on a project basis and the prior approval in the HSLG** subject to accepting the 'IFCD' technical specifications and documentation.
- e. Apply the principle of **phased in execution** meaning that the beneficiaries should participate in every next phase only after completing the implementations of previous phase. At the end of each step EMSA should evaluate and report to the HSLG.
- f. Include an **immediate termination clause** (in case of abuse/inappropriate use of information or access to system or services).
- g. **Cost neutral** - as a principle each party carry their own costs (Beneficiaries can use resources under the projects) and based on current technical capability at EMSA.

The HSLG agreed with launching phase 2 of the pilot project, invited MSs to indicate interest to participate in phase 2 of the project; and authorised EMSA to approach interested MSs and beneficiaries to share T-AIS data, more formally confirming the arrangement and the signing of the SLA.

3. Outcome of the HSLG DM5 (Brussels, 2 July 2019)

Following the HSLG DM4 decision, EMSA invited SAFEMED/BCSEA countries to express their interests to share their T-AIS data in phase 2 of the project. Positive feedback has been received from **Georgia, Jordan and Ukraine** which expressed their interest in sharing data with EU Member States participating in the Mediterranean regional AIS server (MAREΣ). Also, **Morocco and Tunisia** are willing to share their AIS data, but they have requested more time to reply to finalise the process.

The HSLG DM5 meeting (Brussels, 2 July 2019) agreed for the three beneficiaries (Georgia, Jordan and Ukraine) to participate in MAREΣ and share their T-AIS data with them in accordance with the conditions set at the HSLG DM4, under the SAFEMED and BCSEA projects (for the duration of the project). After receiving additional positive replies from other beneficiaries to participate in MAREΣ, the HSLG will be informed and invited to approve their participation.

The Commission also authorised EMSA to draft a document listing the relevant conditions that will be presented for discussion and agreement at the next MAREΣ Expert Working group (EWG) meeting. The document should consolidate the conditions of the service (as defined at the HSLG DM 4) for the beneficiaries and MAREΣ Member States and will replace the initially proposed procedure which foresaw the signing of bilateral/multilateral agreements between the beneficiaries and MAREΣ Member States. The draft Conditions of Use (CoU) document is attached as Annex 2.

4. Action required

As mentioned in paragraphs 2 and 3 above, the principles for the participation of the beneficiaries in phase 2 have already been approved by the HLSG. The MAREΣ participating States and the beneficiaries are invited to note the provided information and agree on the consolidated text of the CoU of Annex 2 respecting the HLSG principles. The approved consolidated text will be presented to the HLSG.

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

(sample)

Service Level Agreement between

the European Maritime Safety Agency (hereinafter EMSA)

and

the Italian Coast Guard (hereinafter ICG)

and

the Maritime Administration of [REDACTED] as beneficiary country participating to an EMSA implemented project funded by DG NEAR in the framework of the European Neighborhood Instrument (ENI)

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

Hereinafter referred collectively as "the Parties",

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

Having regard to the Member States 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;

Considering that, following the agreements between the Italian Coast Guard (ICG) and the EU Member States participating in the regional AIS server (hereinafter called MAREΣ), an expert working group was established with the purpose of facilitating mutual exchange and deliveries of AIS data including the construction of a monitoring system for the maritime traffic in the Mediterranean Sea and Black Sea (hereinafter called the MAREΣ EWG);

Considering further that MAREΣ has been developed by the ICG as a core system for collecting and distributing AIS data on the basis of the methods agreed by the MAREΣ EWG;

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 European Neighborhood Instrument (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 the Vessel Traffic Monitoring and Information System;

Considering that initiatives in the field of the Vessel Traffic Monitoring and Information System were already implemented during similar projects previously implemented by the Agency and the Beneficiaries recognized the importance of sharing Terrestrial-AIS (T-AIS) information at regional level in enhancing maritime safety, maritime security and marine pollution prevention/response;

Considering that EMSA operates and manages the EMSA Integrated Maritime Services (IMS) which apart from enhancing maritime safety, port and maritime security, environmental protection and pollution preparedness, allows for the exchange of additional information aiming at facilitating the implementation of maritime policies effectively, providing authorities of the Beneficiaries with reliable knowledge about what happens at sea;

Considering further that, for those countries that have signed CSN Condition of Use, EMSA IMS combines via the EMSA IMS web user portal terrestrial AIS data with EO images

Have agreed as follows

Article 1: Objective

- 1.1. The objective of this Service Level Agreement (hereinafter called the Agreement) is the definition of the operational, administrative and technical requirements related to the implementation of the "Pilot project(s) to extend cooperation on AIS matters" of the EMSA implemented projects for countries which are beneficiaries of projects funded under the ENI with the aim to extend cooperation in the area of VTMIS and the protection of the marine environment.
- 1.2. This Agreement regulates the provision, exchange and distribution of Terrestrial-AIS (T-AIS) data free of charge between the maritime administration of [REDACTED] and the other participating Beneficiaries through the MAREΣ server in accordance with the following Articles 3, 4 and 5. The possibility for a further development of this cooperation is also envisaged in Article 9 of this Agreement.
- 1.3. This Agreement regulates the provision of Terrestrial-AIS data which is made available by EMSA to [REDACTED] through the EMSA IMS web user portal. The provision of such services shall occur in accordance with the Articles 2, 3, 4 and 5.

Article 2: Role of EMSA

- 2.1 EMSA shall provide to the maritime administration of [REDACTED] access, free of charge, to EMSA IMS services
- 2.2 EMSA shall integrate Terrestrial-AIS, and display it via the EMSA IMS web user portal following the access right rules laid out in Article 5.
- 2.3 EMSA shall take the necessary measures to maintain the service for the duration of this Agreement.

Article 3: Role of the ICG

- 3.1. The ICG shall provide to the maritime administration of [REDACTED]
 - The relevant "proxy" software free of charges when requested by the beneficiary to connect their national systems to MAREX.
 - Any relevant upgrades or developments required to the "proxy" software and hosting environment.
 - The updated "proxy" installation manual (in English language).
 - Support for "proxy" installation (if requested and not on site).
 - 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.
 - Notice regarding any downtime of MAREX in a reasonable time.
- 3.2. The ICG will configure the existing MAREX software and hosting environment in order to:
 - Receive the Terrestrial - AIS data from the Beneficiary participating in the pilot project and handle it, at the level of the MAREX server.
 - Forward the Terrestrial - AIS data from the beneficiary to EMSA through the SSN SI.

Article 4: Role of the Beneficiary country

The Beneficiary country shall:

- Provide EMSA and the ICG with the contact points, the coordinators and their addresses for communication purposes.
- Make available the national server.
- Establish the connection between the national server and MAREX.
- Transmit Terrestrial-AIS data gathered by its national AIS system to MAREX in accordance with the current Terrestrial-AIS standards in force.
- Shall make available Terrestrial-AIS data received by the system in order to complete the operational picture which is particularly important for maritime operations (especially for Search and Rescue).
- Restrict the distribution of data within this Agreement to its own Organisation and the competent authorities listed in Annex 3 of this Agreement. Such data may only be used in its original format and for the purposes listed in Annex 2 of this Agreement. The Beneficiary shall not alter or remove any copyright notice or proprietary legend contained in or on the data provided under this Agreement.
- Communicate to EMSA the list of authorised organisations at national level which will have access to EMSA IMS web user portal (the form is available in Annex 3 of this Agreement).
- Ensure any relevant upgrade or development required at national level for the proper implementation of this Agreement.
- Promptly notify EMSA and the ICG if it is unable to perform the transmission of AIS data to MAREX.

In such a case, the Beneficiary country shall use its best effort to resume performance as quickly as possible.

- Communicate to EMSA on the agreements made with other Beneficiary countries or Member States concerning the sharing of their Terrestrial-AIS data.

Article 5: Access Right Rules

- 5.1 All data will be provided through the EMSA IMS web user portal. No data will be shared with the beneficiary country through system-to-system connections.
- 5.2 Access to EMSA IMS web user portal by the beneficiary country is restricted to the authorised organisations listed in Annex 3 of this agreement. Any changes to this annex shall be done in accordance with Article 11 of this agreement.
- 5.3 Terrestrial-AIS data forwarded to EMSA through the MAREX server from the Beneficiary country will be shared with all Beneficiaries which have signed a Service Level Agreement identical to this Agreement. EMSA will use the data exclusively within the scope of the managed ENP projects for technical assistance.

Article 6: 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 the Agreement.

Article 7: Human resources

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

Article 8: Expert Working Group

- 8.1 An Expert Working Group (EWG) will be established where the parties will discuss on the operational, administrative and technical issues related to this agreement.
- 8.2 The Parties will nominate one or more coordinators (technical/operational in Annex 1 of this Agreement) to form the EWG. This EWG should work in close cooperation with the existing MAREX EWG.

Article 9: Evolution of the Agreement. Sharing of additional data

- 9.1 The Parties may agree to extend the scope of this Agreement to allow the EU Member States connected to MAREX to be part of Terrestrial-AIS data exchange. In addition one or more Beneficiary countries may cooperate with one or more EU Member States to exchange, on a pilot basis, other data in addition to the AIS Information through the Central SSN (e.g. ship pre-arrival, Hazmat, Incident reports, mandatory ship reporting system Information (MRS) etc.).
- 9.2 These activities will require the approval of the SSN High Level Steering Group (HLSG) and amendment of this Agreement.

Article 10: Communications

- 10.1. The contact point, the coordinator and the address of Parties are detailed in Annex 1.
- 10.2 The Parties shall communicate in writing about any change with regard to their coordinators or contacts. All documents and communications regarding this Agreement shall be written in English.

Article 11: Amendments

- 11.1. Parties may, by mutual written agreement, revise the Agreement and its annexes as appropriate.
- 11.2. Any amendment shall be subject to a mutual written agreement concluded by the Parties with the exception of Annex 1 and 3 which may change upon a written notice of the party concerned to the other party.

Article 12: Liability

- 12.1. Any loss, damage or injury suffered by one party in connection with the performance of this Agreement shall be borne exclusively by it.
- 12.2. 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 13: Force Majeure

- 13.1. 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.
- 13.2. 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 14: Data protection

- 14.1. Any personal data included in or relating to this Agreement shall be processed by EMSA pursuant to Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
- 14.2. Any personal data included in or relating to this Agreement shall be processed by the ICG pursuant to the national legislation of Italy implementing Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
- 14.3. The Beneficiary shall process such personal data in accordance with equivalent legislation applicable under its national legislation.
- 14.4. Such 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 transmission to the bodies charged with monitoring or inspection task in application of Union law.

Article 15: Confidentiality

- 15.1. 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.
- 15.2. 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 Parties, until, or unless, the content legitimately becomes publicly available through other parties or through work or actions lawful 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.
- 15.3. This Article shall apply after the expiry of this Agreement.

Article 16: Sub-contracting

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

Article 17: Fees

- 17.1. All services provided by Parties under this Agreement will be provided free of charge.

Article 18: Applicable law and settlement of disputes

- 18.1. 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.
- 18.2. Any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, which cannot be settled in accordance with Article 18.1 shall be settled by final and binding arbitration in accordance with the *Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States*, as in effect on the date of this Agreement. The language to be used in the arbitral proceedings shall be English.

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 Parties.

This Agreement has been drawn up in English in identical originals; one for each party.

On behalf of the European Maritime Safety Agency

Name:
Title:
Place:
Date:

On behalf of the Italian Coast Guard

Name:
Title:
Place:
Date:

On behalf of the Beneficiary

Name:
Title:
Place:
Date:

Annex 1

Contacts and addresses of the EMSA, the ICG and the Beneficiary

EMSA

Administrative point of contact:

Title

Address

Telephone

E-mail

Technical point of contact:

Title

Address

Italian Coast Guard

Beneficiary

Annex 2
Permitted data usage

User	Permitted usage	Type of data
National administrations acting according to the usage set herein	<ul style="list-style-type: none"> a. Pollution prevention and combatting b. VTS c. Port State Control d. Border control e. Support to the ship and port security as per ISPS Code f. Maritime Assistance Services g. Search and Rescue h. Accident investigation i. Traffic planning, efficiency and management j. Pilotage k. Maritime surveillance l. Non-commercial science and research 	Terrestrial AIS <ul style="list-style-type: none"> - Pseudo real time via proxy - Historical data - Web based visualization of AIS pseudo real-time and historical data -

For CleanSeaNet and Satellite AIS data the permitted data usage is foreseen in the specific Conditions of Use signed between EMSA and the Beneficiary

Annex 3
Authorities Information form

No	Organisation Name	Organisation Address	Area of Responsibility
1			
2			
3			
4			
5			
6			
7			

Annex 2

Conditions of Use for the participation of the SAFEMED and BCSEA Countries in MAREΣ in phase 2

The AIS Regional Servers (RS) constitute an integral part of SafeSeaNet (SSN) established in accordance with Directive 2002/59/EC. The MAREΣ AIS Regional server (RS) is hosted by the Italian Coast Guard (ICG) which offered the necessary infrastructure for hosting the regional server and developed the interfaces with the MAREΣ participating States concerned¹.

The MAREΣ EWG is the group of experts of the MAREΣ participating states entrusted to develop, maintain and coordinate the operational, administrative and technical solutions for further improvement and upholding the Mediterranean AIS system with the aim to extend cooperation in the area of Directive 2002/59/EC, as amended (the so-called Vessel Traffic Monitoring and Information Systems -VTMIS Directive). The MAREΣ EWG is coordinated and led by EMSA, until the participating Member States agree on a different arrangement.

The ICG provides to the maritime administrations of the MAREΣ participating States, free of charge, the relevant software to connect their national systems to MAREΣ, any relevant upgrades and the support for testing and validation of the software updates/hotfixes/upgrades as well as the technical and operational contact service in a reasonable time.

EMSA has signed a Service Level Agreements (SLAs) with the ICG for the hosting, maintenance and operation of the Mediterranean AIS regional server and its connection with SSN. The SLA defines, among others, the procedures for the MAREΣ Member States and the ICG related to the data collection, storage, backup and re-distribution, as well as monitoring the availability and quality of the data.

EMSA is executing the Commission (DG NEAR) funded projects in the Mediterranean (SAFEMED IV) and the Black and Caspian Sea (BCSEA). These projects include a component regarding VTMIS. Within the framework of the SAFEMED IV and BCSEA projects, EMSA is entrusted, among others, to implement a pilot project which consists of the following three phases:

- Phase 1: Exchange of T-AIS between the SAFEMED/BCSEA countries;
- Phase 2: Exchange of T-AIS data between SAFEMED/BCSEA countries and EU Member States that are prepared to participate;
- Phase 3: Involvement of SAFEMED/BCSEA countries in SSN.

The phases should be implemented by the beneficiaries in a sequential order and every new phase should be initiated by the beneficiary after the completion of the previous phase and the approval of the HLSG.

The participation of the beneficiaries in Phase 1 is initiated by signing the Service Level Agreement (SLA) on sharing T-AIS information.

In view of the above and:

Bearing in mind the Terms of Reference of the MAREΣ EWG whereby the group should consider and implement solutions on how to extend cooperation on AIS matters with 3rd countries through the MAREΣ RS and cooperate with all relevant projects, such as SAFEMED and TRACECA.

Considering that the ICG configured the existing MAREΣ software and hosting environment to receive the T-AIS data from the beneficiary participating in the pilot project and handle it, at the level of the MAREΣ

¹ The States participating in MAREΣ are Italy, Slovenia, Croatia, Greece, Bulgaria, Romania, Cyprus, Malta, Spain, France, Portugal and the UK (Gibraltar). Montenegro is participating in the MAREΣ sub-regional server and sharing T-AIS data with Italy, Croatia and Slovenia.

server, and forward the T-AIS data shared from the Beneficiary to EMSA,

Considering further the decision of the 4th High Level Steering Group (HLSG) (Brussels, 11 December 2018) to launch the second phase of the pilot project regarding the exchange of T-AIS between SAFEMED/BCSEA countries and EU Member States under the procedure and conditions defined at that meeting,

Having regard to the outcomes of the 5th SSN HLSG (Brussels, 2 July 2019) authorising EMSA to draft a consolidated document with the relevant conditions that will be presented to the MAREΣ Expert Working group (EWG),

The MAREΣ EWG have agreed

the following Conditions of Use and its Annex (hereinafter referred to as the “CoU”) for sharing of T-AIS data between the MAREΣ participating States (hereafter all are referred to as the “MAREΣ participating States”) and Beneficiaries to EMSA implemented projects (SAFEMED and BCSEA), (hereafter all are referred to as the “Participants”), as an action to extend cooperation on AIS matters in accordance with the cooperation principles set by the HLSG.

I. Objectives

- 1.1. The objective of this CoU is to facilitate cooperation on AIS matters between the MAREΣ participating States and the Participants with the aim to extend cooperation in the area of VT-MIS on a pilot project basis.
- 1.2. This CoU regulates the conditions for provision and distribution of T-AIS data which is made available to the Participants by EMSA through the EMSA and the MAREΣ RS web user portal and makes possible that within the MAREΣ region the T-AIS data of the Participants are exchanged and made available to the MAREΣ participating States and T-AIS data of the MAREΣ participating States are made available to the Participants.
- 1.3. The Participants will participate in MAREΣ in accordance with the conditions set by the HLSG.

II. Entry into force and duration

- 2.1 This CoU shall enter into force on the date agreed by the MAREΣ EWG and shall have a duration of 12 months or until the end of the pilot project (whichever is earliest).
- 2.2 Execution of the tasks defined by this CoU shall be coordinated by EMSA and the ICG and shall start from the date confirmed in written by EMSA.
- 2.3 This CoU is renewed automatically under the same conditions and always for the duration as stated in Article 2.1. Renewal does not change or postpone any existing obligations.

III. Responsibilities of the Participants

- 3.1 Each of the Participants to this CoU shall:
 - a. Assign the National Competent Authority (NCA) which assumes responsibility for a national AIS system and its management on behalf of a beneficiary. It is responsible for the operation, verification and maintenance of the national AIS system, and for ensuring that the standards and procedures comply with the agreed technical and operational documentation.
 - b. Exchange, on a pilot basis, the agreed T-AIS data in accordance with Chapter 1 of this CoU.
 - c. Provide EMSA, the ICG, the MAREΣ participating States and other Participants with the contact points, the coordinators and their contact information for communication purposes.
 - d. Assign and maintain operational (24/7) contacts to be contacted by the MAREΣ or EMSA Maritime Support Services (MSS) when required.

- e. Not alter or remove any copyright notice or proprietary legend contained in or on the data provided under this CoU.
 - f. Technical failures or planned intervention will be reported to EMSA and ICG which will monitor the performance of Participants.
 - g. Provide the required information to EMSA allowing the agency to evaluate the progress and present the results to the HLSG.
- 3.2 Each of the Participants to this CoU shall execute the pilot project in accordance with the agreed technical and operational requirements specified in the relevant SSN documentation² and the relevant requirements of Chapter 4 of the Interface Functionalities and Control Document³ (IFCD). These requirements adjusted for the purpose of the pilot project are as follows:
- a. **Timeframes for Data Availability:** The national AIS systems and MAREΣ system should be supported by data communication links and networks that allow them to transfer information between the two systems within 1 minute. This timeframe should be respected for 95% of the information exchange over a 24h period, and for 99% over a one year period.
 - b. **Timeframes for Data Storage:** The AIS data should be archived for at least 5 years, down-sampled when necessary. The archived data should be made available when requested by NCAs or EMSA, on the basis that the requester must provide a justification for why the information is required. Among other things, archived data may be used for purposes such as: obtaining historical positions of ships involved in illegal activities, statistical analysis and studies on traffic flows. NCAs should respond to requests for archived data within 5 working days. The exchange of archived data is done through alternative communication means.
 - c. **System Availability Requirements:** the national AIS network shall be maintained in operation twenty-four hours a day, seven days a week. The availability of the AIS network shall be maintained at a minimum of 99% over a period of one year, with the maximum permissible period of interruption being 12 hours.
 - d. **Backup Procedures:** Backup procedures should be in place for each AIS system component, and should be implemented in the event of a failure or a scheduled interruption. In the event of a failure or a scheduled interruption, NCAs shall ensure that AIS messages are stored and then transmitted to the central SSN system when communications and/or systems have recovered. The national AIS systems should be able to re-send messages for up to 2 weeks (ship position information may be down-sampled for this purpose).
 - e. **Additional System Performance Requirements:** Invalid messages will be rejected by MAREΣ, and an error message will be sent back to the national AIS system and inform the reasons for the invalid message as soon as possible. Invalid messages should be less than 0.1% of the total number of messages sent. The Participants should aim to prevent invalid messages from being sent.
 - f. **Data Quality:** In liaison with EMSA, the Participants should set in place appropriate control mechanisms to investigate data quality issues.
 - g. **Operational Coordination:** Each NCA should maintain a 24/7 contact point that is available to manage AIS functionalities related requests relating to daily operations or reporting issues from any other NCA or EMSA. The EMSA Maritime Support Services (MSS) provides 24/7 monitoring of notification requirements and network coordination as well as a helpdesk for the SSN system.
- 3.3 The MAREΣ EWG will update the requirements of Chapter 3.2 to adjust them to the needs of the pilot project and to the changing performance requirements and procedures of the IFCD, maintaining the same standards applied for the EU Member States.

² The relevant technical and operational requirements are specified in the IFCD available at: <http://emsa.europa.eu/ssn-main/documents.html>

³ The purpose of the IFCD is to describe in detail: the performance requirements and procedures applicable to the national and central elements of SSN in order to ensure compliance with the relevant Union legislation. Annex III of Directive 2002/59/EC (as amended) requires the Commission, in close collaboration with the Member States, to develop and maintain the IFCD.

- 3.4 EMSA and the ICG will amend the conditions of the SLA for the hosting, maintenance and operation of the Mediterranean AIS regional server and its connection with SSN with the objective of extending the services provided to the Member States also to the Participants.

IV. Access Right Rules

- 4.1 The NCA of each Participant is responsible for identifying its own authorities and users at national or local level, and for assigning their roles and access rights. Each Participant will restrict access to the data covered by this CoU to the competent authorities executing functions in the maritime domain.
- 4.2 All data will be provided through the EMSA and the MAREΣ web user portal in accordance with chapter 1.2 of this CoU. No data relevant to this pilot project will be shared with the Participants or the MAREΣ participating States through system-to-system interface.

V. Financial resources

Except where otherwise specifically agreed, each Participant shall bear the cost of any expenditure it incurs relating to the performance of this CoU.

VI. Human resources

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

VII. Expert Working Group

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

VIII. Evolution of the CoU. Sharing of additional data

Upon the prior approval of the conditions by the HLSG, the Participants may enter in phase 3 to exchange, on a pilot basis, additional to the T-AIS data (e.g. ship pre-arrival, Hazmat, Incident reports and Mandatory Reporting System Information).

IX. Communications

- 9.1 Contact points, coordinators, and addresses of Participants will be detailed in the Appendix.
- 9.2 The Participants shall communicate in writing any change regarding their coordinators or contacts. All documents and communications regarding this CoU shall be written in English.

X. Amendments

- 10.1 The MAREΣ EWG will revise this CoU and its annexes when necessary in line with the principles set by the HLSG.
- 10.3 The amendments shall be coordinated with EMSA and ICG.

XI. Liability

- 11.1 Any loss, damage or injury suffered by one Participant in connection with the performance of this CoU shall be borne exclusively by it.
- 11.2 Each Participant 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 CoU.

XII. Force Majeure

- 12.1 Neither Participant shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such a Participant, which causes such a Participant to be unable to perform its obligations under this CoU, 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 Participant unable to perform the CoU shall without delay notify other Participants in written. 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.

XIII. Personal data protection

- 13.1 The Participants 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 CoU by the data protection entities of the Participants without prejudice to possible transfer to the bodies charged with monitoring or inspection task in application of Union law.
- 13.3 Any personal data included in this CoU must be processed in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

XIV. Confidentiality

- 14.1 For the purposes of this CoU, "proprietary information" shall mean any information, document or other material communicated to the other Participants in order to perform this CoU.
- 14.2 Each Participant undertakes, when requested by the other Participant, 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 Participant, 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 CoU, or has been made available to the disclosing Participant by another Participant without any confidentiality restrictions.

XV. Contracting

The Participant contracting the work to perform the conditions of this CoU in whole or in part shall remain bound by its obligations to the other Participants under this CoU.

XVI. Fees

All services provided by the Participants under this CoU shall be provided free of charge.

XVII. Applicable law and settlement of disputes

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

XVIII. Termination

- 18.1 If organisational priorities are no longer compatible with the continuation of the working relationship under this CoU, the Participant or the MAREΣ participating State may terminate it at any time, giving two (2) months prior written notice to the EMSA.
- 18.2 In case the abuse or inappropriate use of information or access to the system or service is observed, the Participant or the MAREΣ participating State may terminate its participation without prior notice stated in paragraph 18.1. The decision of the immediate termination shall be communicated to EMSA in writing.
- 18.3 EMSA and the ICG will monitor the performance of each Participants in accordance with the requirements of chapter 3.1 and will inform each Participant in case of non-performant. EMSA will report the HLSG about the pilot project progress. In case of non-performant Participant, or abuse/inappropriate use of information or access to system or services, the HLSG may decide the termination of the service to the non-compliant Participant.

Rome, 12 December 2019

Appendix to the CoU document

Coordinators and operational (24/7) contact points

No	Participant	Coordinator	Operational (24/7) contact
1	EMSA	Head of Unit C.2 EMSA Praça Europa 4 1249-206 Lisbon Portugal	EMSA Maritime Support Services Tel +351 21 1209 415 e-mail: MaritimeSupportServices@emsa.europa.eu
2	MARES	Head of ICT and Traffic Monitoring department Italian Coast Guard Headquarters Vial dell'Arte, 16 00144 Rome Italy	Service Desk of the ICG Tel: +390 659084527 / +390 659083288 Fax: +390 65922737 e-mail: mares@mit.gov.it
3	Bulgaria	<i>Bulgarian Maritime Administration</i>	24/7 Bulgaria Burgas vs1traffic_bs@bgports.bg Tel: +35956844311 24/7 Bulgaria Varna vs1traffic_vn@bgports.bg Tel.: +359 (52) 603113
4	Romania	<i>Romanian Naval Authority</i>	24/7 Romania vtscata@rna.ro +40372416809
5	Slovenia	<i>Slovenian Maritime Administration</i>	24/7 Slovenia koper.mrcc@gov.si +38656632108
6	Croatia	<i>Ministry of Maritime Affairs, Transport and Infrastructure</i>	24/7 Croatia ssn@pomorstvo.hr Tel.: +385 (51) 312 300
7	Cyprus	<i>Department of Merchant Shipping</i>	24/7 Cyprus vtmis@dms.mcw.gov.cy +357 (25) 848 277 / 114
8	Malta	<i>Malta Transport Authority</i>	24/7 Malta portoperations.tm@transport.gov.mt +35622914411
9	Spain	<i>Dirección General de la Marina Mercante</i>	24/7 Spain incidencia.ssn@puertos.es +34917888636
10	France	<i>Ministry of Environment-Department of maritime affairs Head office of SM1</i>	24/7 France ssnspocfr@developpement-durable.gouv.fr +33 (2) 99196001
11	Greece	<i>Ministry of Shipping, Maritime Affairs and the Aegean - Hellenic Coast Guard Headquarters Vessel Traffic Monitoring Directorate</i>	24/7 Greece ssn@hcg.gr +30 (21) 0419 1627
12	Portugal	<i>Direcção Geral de DGRM - Recursos Naturais, Segurança e Serviços Marítimos</i>	24/7 Portugal ssn247@imarpor.pt +351 214464838
13	Italy	Italian Coast Guard	24/7 Italy nca24_7@mit.gov.it / cqcp3rep4@mit.gov.it +390659084697 / 4527; +39065924145
14	Georgia	Head of Legal and International Relations Department Maritime Transport Agency of Georgia Address 23 Ninoshvili str. Batumi, Georgia 6000 Telephone: +995 577 22 16 26	24/7 - TBD Head of MRCC 23 Ninoshvili str. Batumi, Georgia 6000 Telephone: +995 577 22 16 31 E-mail: a.gegenava@mta.gov.ge
15	Ukraine	Head of Communications Department of the State Enterprise "Marine Search and Rescue Service" 140A, Lustdorska Doroha Str., Odesa, Ukraine Telephone +380487744224	24/7 – TBD Head of Communications Department of the State Enterprise "Marine Search and Rescue Service" 140A, Lustdorska Doroha Str., Odesa, Ukraine Telephone +380487744224
16	Jordan		24/7 - TBD Supervisor of Marine Communications Al Nakhelst Str., Aquaba, Jordan Tel.: 962797406080