

Conditions of Use

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Objective

- to define the roles & responsibilities of the LRIT NCA & EMSA which is developing & operating the EU LRIT Data Centre.

Articles

1. Definitions
2. Purpose and Objectives
3. Intellectual property rights
4. Data use and distribution
5. Role and rights of EMSA
6. Role and rights of the LRIT NCA
7. Liability
8. Security of data / system
9. Financial Provisions
10. Force Majeure
11. Entry into Force

1. Definitions

- **LRIT NCA:** the National Competent Authority or government ministry/administration which is entitled to receive LRIT info & is responsible to create, coordinate & channel requests of all potential national users of the DC & their access rights through the web interface of the system.
- **LRIT User:** any user of the EU LRIT system which is entitled to receive LRIT info through the EU LRIT DC.

2. Purpose & Objectives

- The signing party nominates the LRIT National Competent Authority contact point (LRIT NCA)
- The prime focal point for EMSA in terms of the EU Data Centre as the NCA manages users in their countries.

3. Intellectual property rights

- All LRIT data obtained during the set-up, implementation and operation of the EU LRIT DC for those ships, is owned solely by the State of the flag under which the ship is flying.

4. Data use & distribution

- The LRIT NCA grants EMSA the right to:
 - use, assign, store or transfer the data as needed for the purposes of the EU LRIT system.
 - use & charge for the data when providing data to other LRIT DC's in accordance with the DDP (Data Distribution Plan).
 - enquire, request & obtain the relevant ship & owner/operator data information which may be needed for the operation of the EU LRIT system.

4. Data use & distribution

- The EU LRIT system allows for the possibility of internal routing of LRIT information transmitted by ships flying the flag of the EU MS .
- From Performance Standards Article 7.3 (MSC 263 ((84))

5. Role and rights of EMSA

- responsible for the setting-up, implementation, testing, commissioning, operating & maintenance of the EU LRIT DC in accordance with IMO and EU requirements.
- control the quality of service & quality of data delivered to the EU LRIT DC users.

5. Role and rights of EMSA

- will ensure prompt notification of the LRIT NCA any time there is a technical problem leading to the non-availability of the system & will ensure a prompt and accurate handling of these situations.

5. Role and rights of EMSA

EU Ship Database

- responsible for the development, operation, hosting and administration of the EU LRIT Ship Database
- contains mandatory information for each individual ship which includes the IMO requirements (IMO resolution 887(21)) and
 - Date of conformance test report & ASP that performed the test

5. Role and rights of EMSA

EU LRIT DC

- provides a 24/7 help desk, as part of its monitoring obligations, to process troubleshoots or respond to service calls from EU LRIT Users with regards to the system performance & quality of data.
- EMSA recognises all nationally type approved shipborne equipment and certificates of compliance.
- EMSA will provide the user with a web interface access to the EU LRIT DC and a relevant user manual.

6. Role & rights of the LRIT NCA

- The LRIT NCA is responsible for managing its own national "LRIT DC Users" & their access rights through the web interface of the system

6. Role & rights of the LRIT NCA

- The LRIT DC Users have possibility to:
 - request position reports
 - manage standing orders
 - request SAR SURPICS
 - consult ship positions

subject to access rights granted by the LRIT NCA.

- Ensures that the DDP is updated on a regular basis with the IMO Secretariat.

6. Role & rights of the LRIT NCA

EU Ship Database

- is responsible via its ship data manager for the updating of its list of ships subject to LRIT requirements & their associated info (i.e. whenever a change occurs) including changes of flag.
- shall ensure that the ship data manager only lists vessels in the EU LRIT Ship DB which have type approved shipborne equipment
- has access to the information regarding ships flying its flag.

6. Role & rights of the LRIT NCA

EU Ship Database

- To submit mandatory information for each individual ship which includes the IMO requirements (IMO resolution 887(21)) and also the :
 - Date of conformance test report & ASP that performed the test
- Also additional data which is optional but highly recommended to assist the ASP and DC if any potential failures in message transmission

6. Role & rights of the LRIT NCA

EU LRIT DC

- Recognise the EU LRIT DC ASP as the Recognised ASP and make applicable on a national level.
- One MS should provide information on the European ASP to IMO- this would be done on behalf of all EU LRIT DC users to fulfil req. in MSC 263 (84) and provisions of Circ. 1257

6. Role & rights of the LRIT NCA

EU LRIT DC

- LRIT NCA & designated users have access to:
 - DC web interface
 - Training
 - A 24/7 helpdesk
- LRIT NCA should appoint an Operational contact point for LRIT

7. Liability

- EMSA will not be liable for damage, direct or indirect, caused by a temporary or partial failure or malfunction of system.
- EMSA & LRIT NCA to cooperate to minimise potential negative consequences of such failure or malfunction with view to defending each other against potential claims by third parties.

8. Security of data /system

- Data (LRIT reports) to be kept by EMSA and not redistributed other than to LRIT Co-ordinator (according to (EC) No 45/2001).
- Access to documentation related to EU DC to be dealt with in accordance with Resolution 1049/2001.
- EMSA to ensure security of system & this should be in accordance with IMO reqs.

9. Financial Provisions

- EMSA to cover costs associated with mandatory messages delivered to LRIT User (4 per day).
- EMSA to provide all SAR information free of charge
- LRIT NCA responsible for payment of LRIT messages requested by any of its national users.
- LRIT NCA or signing party to nominate a "Financial Contact Point"

9. Financial Provisions

Invoicing & Billing

- LRIT NCA accepts & agrees to EU LRIT DC payment scheme which is pre-paid system.
- Fixed amount to be paid by each MS in advance to allow access to EU LRIT DC.
- Costs of requested messages will be invoiced monthly.

9. Financial Provisions

Invoicing & Billing

- LRIT NCA agrees to price lists for DC & to other price lists for other DC's which will be published
- Each NCA or Financial Contact Point to have access to web based User/Client Invoicing and Billing interface to check account status.

10. Force Majeure

- Either party shall notify the other party by registered letter if either is faced with force majeure.
- Force majeure: any unforeseeable & exceptional situation or event beyond control which prevents either party of performing his obligations.

11. Entry into Force, Amendments, Duration

- Enters into force: on date of signature
- Amendments: subject to written agreement by both parties.
- Duration: indefinite unless one of parties requests to in writing to end it.