

Conditions of Use

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

Rome, 12 December 2019

Version: V.1.0

Conditions of Use¹ 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 concerned².

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 Agreement (SLA) 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 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,

¹ Includes amendments agreed at the 16th MAREΣ EWG meeting (Rome, 12 December 2019).

² 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.

Having regard to the outcomes of the 5th HLSG DMSS (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 VTMS 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 writing by EMSA.
- 2.3 This CoU is renewed automatically under the same conditions and always for the duration 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 documentation³ and the relevant requirements of Chapter 4 of the Interface Functionalities and Control Document⁴ (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:** 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.
- 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.

³ The relevant technical and operational requirements are specified in the IFCD available at: <http://emsa.europa.eu/ssn-main/documents.html>

⁴ 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.

- 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.
- 10.2 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 a 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 (27/4) contact
1	EMSA	Unit 3.3 EMSA Praça Europa 4 1249-206 Lisbon, Portugal	EMSA Maritime Support Services Tel +351 21 1209 415 MaritimeSupportServices@emsa.europa.eu
2	MARES	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 mares@mit.gov.it
3	Bulgaria	Bulgarian Maritime Administration	24/7 Bulgaria Burgas vsltraffic_bs@bgports.bg Tel: +35956844311 24/7 Bulgaria Varna vsltraffic_vn@bgports.bg Tel.: +359 (52) 603113
4	Romania	Romanian Naval Authority	24/7 Romania vtscata@rna.ro Tel.: +40372416809
5	Slovenia	Slovenian Maritime Administration	24/7 Slovenia koper.mrcc@gov.si Tel.: +38656632108
6	Croatia	Ministry of Maritime Affairs, Transport and Infrastructure	24/7 Croatia ssn@pomorstvo.hr Tel.: +385 (51) 312 300
7	Cyprus	Department of Merchant Shipping	24/7 Cyprus vtmis@dms.mcw.gov.cy Tel.: +357 (25) 848 277 / 114
8	Malta	Malta Transport Authority	24/7 Malta portoperations.tm@transport.gov.mt Tel.: +35622914411
9	Spain	Dirección General de la Marina Mercante	24/7 Spain incidencia.ssn@puertos.es Tel.: +34917888636
10	France	Ministry of Environment-Department of maritime affairs.	24/7 France ssnsपोफ्र@developpement-durable.gouv.fr Tel.: +33 (2) 99196001
11	Greece	Ministry of Shipping and Insular Policy - Hellenic Coast Guard Headquarters - Safety of Navigation Directorate	24/7 Greece ssn@hcg.gr Tel.: +302131371625
12	Portugal	Direccao Geral de DGRM - Recursos Naturais, Seguranca e Servicos Maritimos	24/7 Portugal ssn247@imarpor.pt Tel.: +351 214464838
13	Italy	Italian Coast Guard	24/7 Italy nca24_7@mit.gov.it / cgcp3rep4@mit.gov.it Tel.: +390659084697 / 4527; +39065924145
14	Georgia	LEPL Maritime Transport Agency	24/7 Georgia mrcc@mta.gov.ge Tel.: +995422273913 ; +995599293736
15	Ukraine	State Enterprise "Maritime Search and Rescue Service"	24/7 Ukraine v.pronenko@sar.gov.ua Tel.: +380487744224; +380960020304
16	Jordan	Marine Communication Division	24/7 Jordan it_manager@jma.gov.jo Mob. +962 799918700

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