

**Service Level Agreement between**  
**the European Maritime Safety Agency (hereinafter EMSA)**

**and**

**the Italian Coast Guard (hereinafter ICG)**

**and**

**the Maritime Administration of *Tunisia* as beneficiary country participating to the SafeMed III project**

**for**

**the provision of Integrated Maritime Services and the use of the Mediterranean AIS Regional Server (MAREZ) to support the establishment of pilot projects to extend cooperation on AIS matters within the scope of the SAFEMED III 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 SafeMed III project has the overall objective to enhance maritime safety, maritime security and marine pollution prevention/response standards in the Beneficiary Countries (Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine and Tunisia) - hereinafter collectively called the Beneficiaries - and that the SafeMed III task 3.3 aims at setting up initiatives in the field of the Vessel Traffic Monitoring and Information System;

Considering that during the VTMIS workshop held in Lisbon on 8 - 9 April 2014, the Beneficiaries recognized the importance of sharing Terrestrial-AIS information at regional level in enhancing maritime safety, maritime security and marine pollution prevention/response;

Considering that EMSA operates and manages a suite of maritime applications 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 EMSA has made technical advancements in developing an interoperable data exchange platform (called Integrated Maritime Data Environment – IMDatE) which can combine terrestrial AIS data with images from CleanSeaNet and external sources (Satellite AIS) further enabling integrated maritime services.

Considering further that EMSA has been given the responsibility to coordinate the SafeMed III project as the implementation body.

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 task 3.3 "Pilot project(s) to extend cooperation on AIS matters" and 4.9 "Pilot project on the provision of CleanSeaNet images" of the SafeMed III pilot project with the aim to extend cooperation in the area of VTMISS and the protection of the marine environment.
- 1.2. This Agreement regulates the provision, exchange and distribution of Terrestrial-AIS data free of charge between the maritime administration of Tunisia and the other participating Beneficiaries through the MAREX 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 data (Terrestrial-AIS, Satellite-AIS and CleanSeaNet imagery) which is made available by EMSA to Tunisia through the IMDatE web interface. 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 Tunisia access, free of charge, to the IMDatE web interface.
- 2.2 EMSA shall integrate Terrestrial-AIS, Satellite-AIS and CleanSeaNet data and display it through IMDatE 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 Tunisia
  - The relevant "proxy" software free of charges when requested by the Beneficiary to connect their national systems to MAREX.
  - Any relevant upgrade or development 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 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

The Beneficiary 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 MAREΣ.
- Transmit Terrestrial-AIS data gathered by its national server to MAREΣ in accordance with the current Terrestrial-AIS standards in force. Terrestrial-AIS data from all SOLAS ships carrying AIS as mandatory equipment shall be made available. AIS data from other than SOLAS ships should also be made available 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 IMDatE by filling in the form in Annex 3 of this Agreement.
- Take care of 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 MAREΣ. In such a case, the Beneficiary shall use its best effort to resume performance as quickly as possible.
- Communicate to EMSA on the agreements made with other Beneficiaries 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 IMDatE web interface. No data will be shared through system-to-system connections.
- 5.2 Access to IMDatE by the Tunisia is restricted to the authorities 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 By virtue of this Agreement, the Beneficiaries will benefit from Satellite-AIS and Terrestrial-AIS data, regardless of whether they have signed the CSN Conditions of Use (CSN CoU).
- 5.4 CleanSeaNet oil spill polygons and earth observation images will be made available through the IMDatE web interface to the maritime administrations of the Beneficiaries having signed the CSN Condition of Use (CoU). Access rights relating to the CSN products are specified within the CSN CoU.
- 5.5 The Terrestrial-AIS data forwarded to EMSA through the MAREΣ server from the Beneficiary 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 SafeMed III.
- 5.6 Satellite AIS data, for the SafeMed area of interest, will be made available through IMDatE, free of charge, until 30 November 2015. Any further provision of such data will depend on the specific agreement in force at that time between EMSA and data providers. The access right rules on Satellite-AIS data shall be in conformity with the terms and conditions agreed between EMSA and the data providers. EMSA may adjust the access right rules in accordance with any change that may be introduced as a result of a change in the terms and conditions of SAT-AIS data usage as may be agreed by EMSA and the data providers.

#### **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 for the 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 Beneficiaries 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 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

#### **Article 19: Entry into force, duration and termination**

- 19.1. This Agreement will enter into force between EMSA, the ICG and the Beneficiary on the date on which the last Party has signed and shall last within the validity of the SafeMed III project. Further extension under the scope of possible upcoming SafeMed projects will be done through exchange of letters at least three months before the expiration of this Agreement.
- 19.2. 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.

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

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



On behalf of the European Maritime Safety Agency

Name:

Title:

Place:

Date:

Name:

Title:

Place:

Date:

Name:

Title:

Place:

Date: