

Technical Cooperation Agreement

between

EUNAVFOR

and

the European Maritime Safety Agency (EMSA)

for

**the delivery of an integrated maritime
monitoring service**

Technical Cooperation Agreement

The European Maritime Safety Agency, with its headquarters at Cais do Sodré, 1249-206 Lisboa, Portugal, represented by **Executive Director**, hereinafter referred to as "EMSA"

and

ATHENA ATALANTA, with its headquarters at Northwood Headquarters, UK, represented by **Commander**, hereinafter referred to as "EUNAVFOR",

hereinafter referred to individually as "the Party" or collectively as "the Parties"

Having regard to Regulation 1406/2002/EC of the European Parliament and the Council of 27 June 2002 establishing the European Maritime Safety Agency, as amended, and in particular Article 2(d)ii, according to which EMSA shall develop and operate any information system necessary for attaining the objectives of Directive 2002/59/EC establishing a Community vessel traffic monitoring and information system as amended by Directive 2009/17/EC;

Considering that as a result of the considerable increase in acts of piracy over the past years off the coast of Somalia, the European Union under the Common Security and Defence Policy has launched a military operation called EUNAVFOR – Operation ATALANTA in order to protect World Food Program (WFP) vessels delivering food aid to the region, to protect other vulnerable vessels in the region, and to deter,, prevent and repress acts of piracy and armed robbery at sea off the coast of Somalia. The military operation was launched in support of United Nations Security Council Resolutions and currently EUNAVFOR is operating under the aegis of UNSC Resolution 1950(2010);

Taking into account that since the beginning of 2010, in response to a request by EUNAVFOR to receive EU LRIT positional data of ships, EMSA has provided a "tailored" LRIT maritime picture on a user web interface displaying all EU flagged vessels over 300 gross tonnage transiting a designated geographic area of the sea that is aligned to the EUNAVFOR High Risk Area to shipping as defined by EUNAVFOR;

Considering that EUNAVFOR receives additional LRIT information and other ship position data from several reporting systems and compiles a daily list of the vessels transiting the area of interest and informs accordingly the relevant flag states and the EUNAVFOR navy ships patrolling the area;

Seeing the request of EUNAVFOR (attached Statement of Requirements, dated 26-10-2011) to EMSA to provide a technical platform able to incorporate, de-conflict and correlate various streams of ship tracking and reporting information in order to build a composite integrated maritime picture and make it available to their operational headquarters and to the EUNAVFOR units.

Have agreed as follows:

Article 1: Objective

The objective of this Agreement is to develop and operate an integrated monitoring service for the maritime traffic in the Horn of Africa and off the coast of Somalia (referred to as MarSurv service) to support the anti-piracy mission of EUNAVFOR, through the technical cooperation between EMSA and EUNAVFOR, as set out in this Agreement.

Article 2: Technical contribution of each party

EUNAVFOR shall:

- provide EMSA with the LRIT data of ships (IMO-Name-MMSI-Flag-LAT-LON-Contracting government-as well as other available data) as obtained from participating LRIT Data Centres.
- provide EMSA with the data originating from the UKMTO email reports from ships operating within the UKMTO Voluntary Reporting Area I.
- provide EMSA with data collected by EUNAVFOR naval forces on scene where feasible (e.g. ship based AIS data streams as received on board naval vessels).

The format of the data provided by EUNAVFOR (Excel file, XML file, etc.) will be determined during the technical set-up of the service.

EMSA shall:

- integrate, de-conflict and correlate the ship position information and data streams as received from EUNAVFOR and provide an integrated "white" picture of the ship traffic in the area of interest. The frequency of updating the "white" picture will depend on the frequency EUNAVFOR provides the updated information, but with a minimum update frequency of every 6 hours;
- integrate S-AIS data, if available;
- also integrate and correlate ship based AIS data provided by EUNAVFOR naval assets, which can substantially improve the quality of the overall correlation;
- provide the integrated data, i.e. the "white" picture, via an EMSA web based visualisation tool and/or as an XML/Excel file, both to EUNAVFOR headquarters and to EUNAVFOR units in the area. The format of data will be decided during the technical set-up of the service;

Article 3: Human resources

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

Article 4: Communications

The points of contact, coordinators and addresses of both parties for communications are detailed in Annex 1. All communications relating to daily operations or reporting shall be sent to the contact points for the operational communications.

The Parties shall communicate in writing (by email or letter) to each other any change with regard to the above-mentioned coordinators or contacts. All documents and communications regarding this agreement shall be written in English.

Article 5: Duration and termination

This Agreement is concluded for a period of one year from the date of signature. The duration of this Agreement shall automatically extend for additional consecutive

annual periods unless terminated by written notice of any of the Parties. Either Party intending to terminate this Agreement must provide written notice at least two months before the expiry of the annual period.

If, for any reason, one of the parties is no longer able to continue the contributions under this Agreement, either Party may terminate this Agreement by giving one months' prior written notice to the other Party.

Article 6: Amendments

Any amendment to this Agreement shall be the subject of a written agreement concluded by the Parties. An oral agreement shall not be considered as binding on the Parties.

Article 7: Suspension

Any failure to fulfil any of the conditions in this Agreement by one Party gives the other Party the right to suspend its contribution. Suspension shall take effect on the day the Party in breach receives notification or at a later date where the notification so provides.

A suspension of this Agreement for a period exceeding 6 months shall automatically terminate this Agreement.

Article 8: Liability

Any loss, damage or injury suffered by one Party in connection with the performance of this Technical Cooperation Agreement shall be borne exclusively by that Party. The parties shall not raise liabilities against each other for whatever loss or damage incurred due to their own fault or negligence in performing any of the activities covered under this Agreement.

The Parties shall support each other in case a third party raises any liability against one or both Parties, as a result of any activities conducted under this Agreement.

Article 9: Personal data protection

Any personal data included in or relating to this Agreement, including its execution, shall be processed pursuant to Regulation (EC) N° 45/2001 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. It shall be processed solely for the purposes of the performance of, management and follow-up of this Agreement by the coordinators indicated in Annex 1, without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Parties shall have the right to access to their personal data and have at any time the right of recourse to the European Data Protection Supervisor.

Article 10: Proprietary information

For the purposes of this Agreement "Proprietary Information" shall mean any information, document or data communicated to the other Party, in order to perform this Agreement.

The Parties shall not disclose any Proprietary Information exchanged in connection with this Agreement to any persons other than those entitled to handle such information nor shall they use it for commercial purposes. Such disclosure shall extend only so far as may be necessary for the purpose of this Agreement and shall be in strict confidence.

The Parties undertake to take all necessary data security measures to keep Proprietary Information communicated to them confidential 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 Agreement, or has been made available to the disclosing Party by another Party without any confidentiality restrictions.

Proprietary Information exchanged in connection with this Agreement shall be maintained for a period of two years following termination of this Agreement. This Article is without prejudice to the obligations of EMSA regarding transparency and protection of information, as stipulated in article 4 of its Founding Regulation 1406/2002/EC.

Article 11: Intellectual Proprietary Rights

Nothing in this Agreement shall be construed as granting or implying any rights to, or interest in, patents, patent rights, inventions, copyrights, trade secrets, trademarks, and other proprietary rights of the Parties or their contractors or subcontractors or of third parties owning data.

If EUNAVFOR displays screenshot of any EMSA system, EUNAVFOR should indicate '© EMSA'. Where the data includes Nautical Charts, EUNAVFOR should indicate '©EMSA, C-map Jeppesen'.

Article 12: Sub-contracting

EMSA shall not sub-contract in whole or in part the work assigned to EMSA on the basis of this agreement to any third party except with the prior agreement of EUNAVFOR. In the event of sub-contracting, EMSA shall remain bound by its obligations to EUNAVFOR under this Agreement.

Satellite images are processed by third parties based upon contracts EMSA concluded for the CleanSeaNet service. However the integration of vessel detection data with the other products provided to EUNAVFOR is undertaken by EMSA without any subcontracted party.

Article 13: Fee & Costs

The delivery of the integrated data monitoring service by EMSA to EUNAVFOR under this Agreement shall be free of charge.

The provision of Satellite-AIS data provided by EMSA shall be free of charge when it is provided free of charge to EMSA.

It is intended to integrate Satellite-AIS data from the national Norwegian satellite AISSat-1, if available.

In the framework of the cooperation agreement between EMSA and the European Space Agency (ESA) (as signed on 2 July 2010), ESA will consider the possibility to support the MarSurv service of EMSA to EUNAVFOR with Satellite-AIS data for an initial period of one year, subject to a final decision of the Joint Communications Board of ESA. When all conditions are in place, the Satellite-AIS data will be phased-in and made available via the same interface, as part of the Recognized Maritime Picture.

If additional Satellite-AIS coverage is required but is not available to EMSA free of charge,, at the request of EU NAVFOR this data will be purchased from market providers with the associated costs being borne by EUNAVFOR.

If satellite images are required by EUNAVFOR, the expenses associated with the acquisition and processing of requested images will be borne by EUNAVFOR. The cost and conditions for satellite images and/or vessel detection Satellite Aperture Radar (SAR) data will be agreed separately.

Article 14: Settlement of disputes

In case of dispute between the Parties arising out of or in connection with this Agreement the Parties hereto shall settle it by mutual agreement at coordinators level, or if this is not possible, at signatories level.

Article 15: Entry into force

This Agreement enters into force on the date on which the last Party has signed.

On behalf of EMSA

On behalf of EUNAVFOR

Executive Director

Signature:

Signature:

Date and Place

London, 06-04-2011

28 March 2011
Date and Place

Annex 1 List of contacts and addresses

For EMSA

European Maritime Safety Agency

Cais do Sodré
1249-206 LISBOA
Portugal

Coordinator:

Telephone:
Fax:
E-mail:

Contact for operational and technical communications

Telephone:
Fax:
E-mail:

For EUNAVFOR

Coordinator:

Telephone:
Email:

Contact for operational and technical communications:

TEL:
FAX:



European Maritime Safety Agency

Amendment No 1 to the Technical Cooperation Agreement

The European Maritime Safety Agency, which is represented for the purposes of the signature of this amendment by hereinafter referred to as "EMSA", of the one part,

and

Athena Atalanta with its headquarters at Northwood Headquarters, UK which is represented for the purposes of the signature of this amendment by hereinafter referred to as "EUNAVFOR",

Having regard to the Technical Cooperation Agreement concluded between EMSA and the EUNAVFOR on 06.04.2011

Hereby agree on the following:

Article 1

Article 13 is replaced by the following article as follows:

"The delivery of the integrated data monitoring service by EMSA to EUNAVFOR under this Technical Cooperation Agreement shall be free of charge.

The provision of Satellite-AIS data shall be charged based on the costs that arise from contracts signed between EMSA and Satellite AIS data providers following public procurement. Information about services ordered shall be specified in Annex I to the Technical Cooperation Agreement.

EMSA shall issue debit notes covering costs of services provided that shall be paid within 30 days after its receipt."

Article 2

Annex I

1. EMSA shall provide EUNAVFOR Satellite AIS data from its contractor LuxSpace (vesselSAT 1 & 2) for a period of 12 months between 1st August 2012 to 31st July 2013.
2. The total amount to be paid by EUNAVFOR for this period shall be EUR
3. EMSA shall issue quarterly debit notes
4. The financial and bank details for the payment will be included in cash debit note

Article 3

All the other provisions of the Technical Cooperation Agreement shall remain unaltered and shall continue to apply.

Article 4

The present amendment shall form an integral part of the Technical Cooperation Agreement and it enters into force as from 1st of August 2012.

SIGNATURES

For the EUNAVFOR
(Name, title)

For EMSA,
(Name, title)

signature[s]:

— signature[s]:

Done at Northwood, 25.07.2012
In duplicate in English.

Done at Lisbon 01.08.2012



115/2013



European Maritime Safety Agency

Amendment No 2 to the Technical Cooperation Agreement

The European Maritime Safety Agency, which is represented for the purposes of the signature of this amendment by _____ Executive Director, hereinafter referred to as "EMSA", of the one part,

and

Athena Atalanta with its headquarters at Northwood Headquarters UK which is represented for the purposes of the signature of this amendment by _____ hereinafter referred to as "EUNAVOR",

Having regard to the Technical Cooperation Agreement concluded between EMSA and the EUNAVOR on 06.04.2011 as amended on 01.08.2012.

Hereby agree on the following:

Article 1

Annex I

1. EMSA shall provide EUNAVOR Satellite AIS data from its contractor LuxSpace (vessel SAT 1 & 2) for a period of 12 months between 7 August 2013 to 6 August 2014.
2. The total amount to be paid by EUNAVFOR for this period shall be EUR
3. EMSA shall issue debit notes every six months
4. The financial and bank details for the payment will be included in cash debit note

Article 2

All the other provisions of the Technical Cooperation Agreement shall remain unaltered and shall continue to apply.

Article 3

The present amendment shall form an integral part of the Technical Cooperation Agreement and it enters into force as from 1st of August 2013.

SIGNATURES

For the EUNAVOR,

For EMSA,

signature[s]:

Executive Director

signature[s]: _____

Done at Northwood,

Done at Lisbon,

In duplicate in English



EMSA Ref. C.2_OBO_2014_129288

European Maritime Safety Agency

Athena Atalanta

EUNAVFOR OHQ Bldg 410
Sandy Lane, Northwood
Middlesex, HA6 3HP
United Kingdom

Lisbon, 29 JUL 2014

Registered mail + FAX
Fax: + 44 7787 536 346

Subject: Amendment no3 by exchange of letters to the Technical Co-operation Agreement between EUNAVFOR and EMSA regarding the delivery of an integrated maritime monitoring service

Dear Mr.

With reference to the Technical Co-operation Agreement signed on 6th April 2011 between EUNAVFOR and the European Maritime Safety Agency ("EMSA"), EMSA hereby requests EUNAVFOR to agree to the following amendment:

The text of Article 13 of the Agreement is hereby replaced by the following text:

"The delivery of the integrated data monitoring service by EMSA to EUNAVFOR under this Technical Cooperation Agreement shall be free of charge.

The provision of Satellite-AIS data provided by EMSA to EUNAVFOR shall be free of charge when provided free of charge to EMSA. If Satellite-AIS data are not available to EMSA free of charge, at the request of EUNAVFOR, the Satellite-AIS data will be purchased from market providers with the associated costs being borne by EUNAVFOR.

From 7th August 2014 until 5th April 2015 EMSA shall provide, through the ESA-EMSA Satellite-AIS Initiative in which exactEarth is a contracting party to ESA, Satellite-AIS data free of charge to EUNAVFOR. Unless otherwise stipulated, as of 6th April 2015 the provision of Satellite-AIS data by EMSA through exactEarth shall resume free of charge until 31st November 2015.

If Operation Atalanta's mandate is not renewed beyond December 31st 2014 EUNAVFOR may terminate earlier the agreement as foreseen in article 5 of the Technical Co-operation Agreement".

All the other provisions of the Technical Co-operation Agreement remain unchanged and shall continue to apply.

I would be grateful if you could confirm your acceptance by a letter, to be sent by registered mail or private courier to the following address:

European Maritime Safety Agency

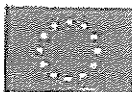
Praga Europa 4
1249-206 Lisbon, Portugal

The acceptance letter shall also include the evidence that the signatory is duly authorized to sign on behalf of EUNAVFOR.

The amendment shall form an integral part of the Technical Co-operation Agreement and shall enter into force on the date of your acceptance letter.

Yours sincerely,

Executive Director



From:

Operation ATALANTA
European Union Naval Force
European Operational Headquarters
Sandy Lane
Northwood
Middlesex
HA6 3HP

United Kingdom

31 JUL 2014

SUBJECT: AMENDMENT No 3 TO THE TECHNICAL COOPERATION AGREEMENT

Dear Sirs,

In reference to Letter from EMSA to EUNAVFOR dated 29th July 2014, wherein reference is made to the change in text to Article 13 of the Technical Cooperation Agreement between EUNAVFOR and EMSA regarding the delivery of an integrated maritime monitoring service, EUNAVFOR confirm acceptance of the change in text contained in this letter. This new text now replaces the original text written in the original Technical Cooperation Agreement dated 18th March 2011 and signed by EUNAVFOR. All other terms of the Technical Cooperation Agreement remained unchanged.

Signed On behalf of EUNAVFOR

Date and Place:

31 July 2014

Athena Atalanta
EUNAVFOR Operational Group
Sandy Lane, Northwood
Middlesex, HA6 3HP
United Kingdom

Lisbon, 20 OCT 2015

Registered mail + FAX
Fax: + 44 7787 536 346

Ref: Technical Co-operation Agreement between EUNAVFOR and EMSA regarding the delivery of an integrated maritime monitoring service

Subject: Amendment No 4 by exchange of letters

Dear Mr.

With reference to the Technical Co-operation Agreement signed on 6th April 2011 between EUNAVFOR and the European Maritime Safety Agency ("EMSA"), EMSA hereby requests EUNAVFOR to agree to the following amendment:

Article 13 : Fee & Costs of the Agreement is hereby replaced by the following text:

"The delivery of the integrated data monitoring service by EMSA to EUNAVFOR under this Technical Cooperation Agreement shall be free of charge.

The provision of Satellite-AIS data provided by EMSA to EUNAVFOR shall be free of charge when acquired free of charge by EMSA. If Satellite-AIS data are not available to EMSA free of charge, at the request of EUNAVFOR, the Satellite-AIS data will be purchased by EMSA from market providers with the associated costs being borne by EUNAVFOR.

From 30th November 2015 until 5th April 2016, EMSA shall provide, through the ESA-EMSA Satellite-AIS initiative, Satellite-AIS data free of charge to EUNAVFOR. If the duration of the Technical Cooperation Agreement is extended from 5th April 2016 for another year, EMSA shall provide, through the ESA-EMSA Satellite-AIS initiative, Satellite-AIS data free of charge to EUNAVFOR until 31st August 2016".

All the other provisions of the Technical Co-operation Agreement remain unchanged and shall continue to apply.

I would be grateful if you could confirm your acceptance by a letter, to be sent by registered mail or private courier to the following address:

European Maritime Safety Agency

Head of Unit C.2
Praça Europa 4
1249-206 Lisbon, Portugal

The acceptance letter shall also include the evidence that the signatory is duly authorized to sign on behalf of EUNAVFOR.

The amendment shall form an integral part of the Technical Co-operation Agreement and shall enter into force on the date of your acceptance letter.

Yours sincerely,



*European Union Naval Force
European Union Operation HQ
Northwood Headquarters
Sandy Lane
NORTHWOOD
Middlesex
HA6 3HP
United Kingdom*

30 November 2015

*European Maritime Safety Agency
Executive Director
Praca Europa 4
1249-206 Lisbon
Portugal*

Dear Sirs,

In reference to your letter dated 20th October 2015, wherein reference is made to the change in text to Article 13 of the Technical Cooperation Agreement Amendment 4 by exchange of letters, EU NAVFOR confirm acceptance of the change in text contained in this letter. All other provisions of the Technical Co-operation Agreement remain unchanged and shall continue to apply.

Signed on behalf of EU NAVFOR

CJ8 Assistant Chief of Staff

*Date and Place: 30 Nov 2015
Northwood*

