

Data Access Agreement
for
use of SAT-AIS Data
provided by EMSA

The European Maritime Safety Agency, hereinafter referred to as "EMSA", represented by Mr Executive Director,

and

The European Union military operation in the Southern Central Mediterranean, hereinafter referred to as "EUNAVFOR MED", represented by J Navfor Med Operation Commander,

Henceforth referred to as "Party" or collectively as "The Parties",

Have agreed as follows:

Article 1 - PREAMBLE

1. On 18 May 2015 Council Decision (CFSP) 2015/778 established the European Union military operation in the Southern Central Mediterranean (EUNAVFOR MED). Article 8.3 thereof states that EUNAVFOR MED shall, as appropriate, conclude arrangements with other Union agencies and bodies.
2. The mandate of the European Maritime Safety Agency as amended by Regulation (EU) No 100/2013 of the European Parliament and of the Council of 15 January 2013 2013/100/EU has clarified EMSA's role in providing earth observation and ship positioning data in support of actions against intentional unlawful acts and anti-piracy. The Agency is willing to provide information and services similar to those delivered to EUNAVFOR ATALANTA.
3. It was recognised that Satellite-AIS data for the Mediterranean Sea is a useful dataset strengthening the maritime picture for the operation.

Article 2 - OBJECTIVE

The overall objective of this Data Access Agreement is to define the conditions for the use of SAT-AIS data provided by EMSA for the purpose of the EUNAVFOR MED operation.

Article 3 - EMSA RESPONSIBILITIES

EMSA undertakes to provide SAT-AIS data for the Mediterranean Sea. The SAT-AIS data that will be provided is received by EMSA from exactEarth (eE) as a result of the ESA-EMSA SAT-AIS initiative and, as such, EMSA does not have any control on the quality of the SAT-AIS data messages provided by eE.

Article 4 - EUNAVFOR MED RESPONSIBILITIES

1. EUNAVFOR MED undertakes to use with confidentiality the SAT-AIS data made available under this Data Access Agreement and shall use it exclusively for the purpose of their operation.
2. The SAT-AIS data may be used by OHQ (Operational Head Quarters) and FHQ (Force Head Quarters) and any asset participating in the operation, provided that the conditions of this Data Access Agreement are applied.
3. The SAT-AIS data (in particular, any information on individual ships, their identities, or their movements) shall not be disseminated by EUNAVFOR MED, directly or indirectly, in any detailed or aggregated form, and shall solely serve for the purposes of the operation,
4. The commitments listed above are not limited in time and will remain valid after completion of the operation.
5. EUNAVFOR MED shall make reference to the use of SAT-AIS data provided by EMSA in the operation where appropriate.

Article 5 - BUDGET AND FINANCE

1. The requested SAT-AIS data will be provided to EUNAVFOR MED at no cost up to 31 August 2016, when the relevant ESA project (part of ARTES 20) is ending.
2. If the relevant ESA project is further extended, the provision of SAT-AIS data can be continued until the end date of said project.

Article 6 - ENTRY INTO EFFECT, VALIDITY, AND AMENDMENT

1. The Data Access Agreement shall enter into force between EMSA and EUNAVFOR MED on the date on which the last Party has signed and shall last as long as 31 August 2016 and maybe prolonged on the basis of Article 5.2, subject to a prior written confirmation by both parts.
2. Any amendment to this Data Access Agreement shall be subject to a written agreement concluded by the parties. An oral agreement shall not be binding.
3. If organisational priorities are no longer compatible with the continuation of the working relationship under the present Data Access Agreement, either party may terminate it at any time, giving three (3) months prior written notice to the other Party.

Article 7 - CONTACT PERSONS

1. **For EMSA:**

Technical part:

Administrative part:

2. For EUNAVFOR MED:

Technical part:

Administrative part:

e-mail :

3. Changes to the details of the contact persons will be notified to the other party by e-mail.

Signed in two originals, one for each signatory party:

For EMSA

For EUNAVFOR MED

EMSA Executive Director

Lisbon, 20/8 2015

Rome, 24 July 2015

