



Food and Agriculture Organization of the United Nations

Collaborative Arrangement

providing for international cooperation in the development and maintenance of the
Fisheries and Resources Monitoring System (FIRMS)

Explanatory notes

The attached FIRMS Collaborative Arrangement is essentially in two parts and consists of:

1. Articles:

1. Statement of purpose
2. The material and services provided
3. Disclaimers of liability
4. Privileges and immunities
5. Applicable law
6. Use of logos and names
7. Settlement of disputes
8. Entry into force, modification and termination

2. Annexes:

Annex 1: FIRMS Rules of Procedure

Annex 2: Details on and conditions of the Collaborative Institution's contributions to FIRMS

Outline and detailed agreements on the nature of material and services and the conditions under which it is made available under this arrangement, including any additional entitlements that a collaborative institution may wish to include

To be defined entirely according to the requirements of the parties, not necessarily the attached guideline, within the scope of, but not limited to, the FIRMS Information Management Policy.



Food and Agriculture
Organization of the
United Nations

**Collaborative Arrangement
providing for international cooperation in
the development and maintenance of the
Fisheries and Resources Monitoring System
(FIRMS)**

**[insert partner's
LOGO]**

between

The Food and Agriculture Organization of the United Nations (“FAO”)

and

[insert Name of Collaborative Institution (“.....”)]

Identified as collaborative institution by [FAO]

hereinafter individually also referred to as “Party” and jointly as “Parties”.

1. Statement of purpose

- 1.1 In accordance with the decision of the Fisheries and Resources Monitoring System (“FIRMS”) Steering Committee, taken at its eleventh session in 2019, FAO, in its role of FIRMS secretariat, enters into this Arrangement with [name of the Institution], hereinafter referred to as “Collaborative Institution”, in order for the Collaborative Institution to contribute to the FIRMS databases.
- 1.2 Through conclusion of this Arrangement, [name of the Institution] will be considered as a Collaborative Institution, as referred in Annex 2 of the “Partnership Arrangement providing for international cooperation in the development and maintenance of FIRMS” that has entered into force in December 2003 and since then, has been signed by Regional Fisheries Bodies, as Institutional Intergovernmental Partners.
- 1.3 The Collaborative Institution will comply with FIRMS Rules of Procedure as appended to this Arrangement as Annex 1. The Collaborative Institution will also comply with FIRMS Information Management Policy. The Collaborative Institution’s rights and responsibilities are specified in Annex 2 of this Arrangement.
- 1.4 The Collaborative Institution will provide the material (and/or a service to FAO as outlined in Annex 2 upon the conditions set out in this Arrangement. The FIRMS Steering Committee or FAO (as the FIRMS secretariat) may also agree with the Collaborative Institution on other types of collaboration in this context.

2. The material and services provided

- 2.1 FAO shall have the right to use the material and/or service made available by the Collaborative Institution to FAO at no cost under this Arrangement for the purposes of enhancing the FIRMS databases only, under the conditions stipulated in this Arrangement, unless separately negotiated and agreed.

- 2.2 The material provided by the Collaborative Institution will be included in FIRMS databases according to the specifications outlined in Annex 2. The material will be published with a clear statement that the information or data is the property of the Collaborative Institution, and will be referenced following FAO and FIRMS citation standards. Consistent with the Collaborative Institution's ownership of material, the contents of the material shall remain the responsibility of the Collaborative Institution, in accordance with the terms of use of the Collaborative Institution, as clearly reflected on FIRMS website. Designations employed in the material concerning the legal status of any country, city or area or its authorities, or concerning the delimitation of its frontiers or boundaries shall be consistent with UN and FAO policies.
- 2.3 The Parties agree that the material provided by the Collaborative Institution will be published and disseminated through the FIRMS databases and outlets.
- 2.4 Material provided by the Collaborative Institution will be processed and stored by FAO in accordance with FAO's rules, policies and procedures.
- 2.5 The Parties agree that the services provided by the Collaborative Institution, if any, will be used to improve and develop the FIRMS databases, the FIRMS Partnership and/or support any FIRMS Business models and information products and services.

3. Disclaimers of liability

- 3.1 While the material contained in the FIRMS databases is periodically monitored and updated, FAO makes no representation or warranty that the material (or any part thereof) provided by the Collaborative Institution will be accurate, complete or error-free. The Collaborative Institution agrees that it is its responsibility to evaluate the accuracy, completeness or usefulness of its material.
- 3.2 Without prejudice to paragraph 2.3, FAO shall not be responsible for any failure of performance, computer virus or communication line failure, regardless of cause, related to the use of the FIRMS material and services.
- 3.3 Under no circumstances will FAO be liable to the Collaborative Institution or anyone else for any claims for loss or damage arising out of use, reference to, or reliance on the material and services provided by the Collaborative Institution and any expense relating to those claims, or for any results obtained by using any such material or services.

4. Privileges and immunities

Nothing in this Arrangement or in any document or arrangement relating thereto shall be interpreted as constituting a waiver of the privileges, immunities and facilities enjoyed by FAO, nor as extending such privileges and immunities to the Collaborative Institution or to its personnel.

5. Applicable law

This Arrangement and any document or arrangement relating thereto, shall be governed by general principles of law, to the exclusion of any single national system of law. Such general principles of law shall include the UNIDROIT General Principles of International Commercial Contracts 2010.

6. Use of logos and names

The Parties agree not to use in any press release, memo, report or other published disclosure related to this Arrangement the other Party's name or logo or the visual identity of FIRMS without prior written

consent of the Party concerned. Parties recognize that FAO logo and FAO owned content fall under the FAO Terms and Conditions <http://www.fao.org/contact-us/terms/en/>.

7. Settlement of disputes

- 7.1 Any dispute between the Parties arising from or in connection with, this Arrangement shall be settled directly and amicable by them through mutual negotiations. In case of failure of such negotiations, the dispute shall be submitted at the request of either Party, to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- 7.2 Any dispute not resolved by conciliation shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Collaborative Institution agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.
- 7.3 The Parties may request conciliation during the execution of this Arrangement and in the period not to exceed twelve months after the completion, expiry or termination of this Arrangement. The Parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in English.

8. Entry into force, modification and termination

- 8.1 This Arrangement shall enter into force on the date of the receipt of the last signature of the Parties.
- 8.2 FAO reserves the right to time to modify or discontinue, temporarily or permanently, the services provided through FIRMS, including any means of accessing or utilizing it, at its sole discretion with prior notice to the Collaborative Institution.
- 8.3 This Arrangement may be terminated by either Party upon six months' written notice given to the other Party. In that event, the Parties will agree on measures required for the orderly conclusion of ongoing activities. FAO will not cease to use the material, versions of the material, including any copies thereof, developed during the Arrangement.

**For the Food and Agriculture Organization
of the United Nations (FAO)**

For the [name of the Institution]

Date: _____

Date: _____

[Name]

[Name]

[Title]

[Title]

Annex 1: FIRMS Rules of Procedure

<http://www.fao.org/3/ca6051en/ca6051en.pdf>

Annex 2: Details on and conditions of [name of the Institution] contribution to FIRMS

Outline and detailed agreements on the nature of material and services and the conditions under which it is made available under this arrangement, including any additional entitlements that a collaborative institution may wish to include

Note: Fisheries material (including data and statistical information) will be provided by the FIRMS Collaborative Institutions mandated to develop and use it in ways that support their work programs, and which are reported to the public in ways that can also be achieved through the FIRMS Partnership.

Services and/or information products will be provided by the FIRMS Collaborative Institutions to enhance or develop the FIRMS databases, to strengthen their usefulness through e.g. analyses of and reports drawn from its content, and to develop the FIRMS partnership and/or support new possible FIRMS business models.

Background

Any information concerning the Partner relevant to the objectives of the Collaboration which helps introduce the partner's expertise, assets and interest in the Collaboration.

Objective of the collaboration

Specific objectives driving this Collaboration Arrangement.

IT Infrastructure / Code for data processing

Type and scope of IT contribution, including platforms, software Code, and conditions for their use in FIRMS.

Data and statistical information

Types and scope of information to be contributed. Considerations will be made on the standards to be used in this Collaborative Arrangement, referring to the FIRMS Partnership's Information Management Policy.

Metadata and information management

Methods of collection; bibliographical sources, ownership and responsibilities, including criteria and methods used in authentication and verification; processing methods and transmission protocols; timeliness and frequency of updates; and dissemination channels.

Data and information security

Confidentiality, transparency and feedback.

Information products and services

Types and scope of services to be contributed.

Terms and conditions

Terms and conditions for the use of the material of the collaborative institution.

Additional entitlements

When further partnership efforts need to be extended this item may be revised by mutual consent.

Note: This Annex may be structured in any way that the collaborative institutions wish to agree, not necessarily as above.