

<b>FIRMS Steering Committee Meeting</b>
<b>Eleventh Session</b>
<b>Rome, Italy 13-14 and 18 May 2019</b>
<b>FIRMS Collaborative Arrangement (Template)</b>
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#### **Document Summary**

The Global Record of Stocks and Fisheries (GRSF) was developed under BlueBRIDGE with the aim to register a comprehensive list of distinct stocks and fisheries assigned with “global unique identifiers” through quality control of data collated from three database sources Fisheries and Resources Monitoring System (FIRMS), RAM Legacy Stock Assessment Database (University of Washington (UWA)) and FishSource (Sustainable Fisheries Partnership (SFP)).

GRSF partnering with FIRMS raise promises of a suitable monitoring instrument, consequently during the last FIRMS Steering Committee meeting (FSC10 – Copenhagen, June 2017), high level scenarios of FIRMS-GRSF partnership business models were presented to the partners and the meeting decided that FIRMS will integrate GRSF capacities. The subsequent meeting of the joint FIRMS-GRSF Working Groups (Rome, February 2018) worked out the details of the business and governance model, considering how this new GRSF capacity could be accommodated as part of the institutionalized FIRMS Partnership.

The FAO Technical workshop on global harmonization of Tuna fisheries statistics (Rome, March 2018) which shortly after brought together the five Tuna RFMOs (four of which are FIRMS Partners) recommended that the Global Tuna Atlas developed under the BlueBRIDGE project should also sustained under the FIRMS Governance umbrella.

The choice of the governance model was guided by the FIRMS Partnership Arrangement which should remain unaltered as well as the roles of the [Inter]governmental Partners. The new actors (national institutions, INGOs and NGOs) will be introduced in FIRMS partnership as an expansion of the FIRMS partnership controlled by FAO/FIRMS rules, through this new instrument: the “FIRMS Collaborative Arrangement”.

At present the FIRMS Tuna Atlas operates as a Public-only partnership based on the currently involved organizations but it is noted that nothing would prevent the FIRMS SC to opt for a model similar to the GRSF case, i.e. with NGOs and/or INGOs.

Therefore, to date, SFP and FORTH which will contribute to the GRSF knowledge base; and IRD which will contribute to the Tuna Atlas; will become FIRMS collaborative institutions (with no

voting rights) and their status, contributions and benefits will be defined by this Collaborative Arrangement. Similar status will apply to UWA who at this stage expressed through a Letter of Intent their willingness to be involved in FIRMS-GRSF.

Strongly inspired by the template of the FIRMS Partnership Arrangement, but adjusted to the new context and type of contributions, Annex 2 is a specific text to be agreed by the signatory collaborative institutions, which aims to outline and detail the nature of material and services and the conditions under which it is made available, including any additional entitlements that a collaborative institution may wish to include.

Note: the Template of the FIRMS Collaborative Arrangement has undergone a full cycle of reviews, feedbacks and adjustment and current Partners seem satisfied with it. It might still have to be adjusted according to the clearances from the FAO Legal, and Communications Departments.

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## Collaborative Arrangement

between

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

and

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

Identified as collaborative institution by **[insert name of Partner]**

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 and Procedures 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 amicably 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 three 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 **[name of the Institution]**

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

Date:

Date:

[Name]

[Name]

[Title]

[Title]

**Annex 1: FIRMS Rules and Procedures**

[http://www.fao.org/fishery/docs/document/FIGIS\\_FIRMS/2004/FIRMS\\_FSC1\\_Final\\_Report.pdf](http://www.fao.org/fishery/docs/document/FIGIS_FIRMS/2004/FIRMS_FSC1_Final_Report.pdf)

(See Attachment 5)

**Annex 2:**

***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 (including 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.

This Annex is a specific text to be agreed by the signatory collaborative institutions. The following is a general outline of the possible contents of the Annex in relation to important issues that the signatory collaborative institutions need to agree in support of the main text of the arrangement, including but not limited to the following Material and Services specifications:

**1. 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.

**2. Objectives of the collaboration:**

Specific objectives driving this Collaboration Arrangement

**3. IT Infrastructure / Code for data processing**

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

**4. 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.

**5. 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.

**6. Data and information security:**

Confidentiality, transparency and feedback.

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**7. Information products and services:**

Types and scope of services to be contributed.

**8. Terms and Conditions**

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

**9. 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.*