

FIRMS Steering Committee Meeting
Eleventh Session
Rome, Italy 13-14 and 18 May 2019
FIRMS-FORTH Collaborative Arrangement (Proposal)
Author: FORTH and FIRMS Secretariat

Document Summary

The collaborative arrangement for FORTH is a final draft which has been prepared according to information available prior to the FIRMS SC11 meeting. It explains the objectives of the collaboration with FAO under the FIRMS umbrella, and what products and services FORTH is willing to provide to FIRMS and GRSF, namely the knowledge base infrastructure underlying GRSF and the expertise for knowledge management.

This contribution to FIRMS is intended to be completed by a Service Level Agreement with FAO for the routine maintenance of the GRSF knowledge base.

Collaborative Arrangement

Between

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

and

[Foundation for Research and Technology – Hellas (“FORTH”)]

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 **FORTH**, 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, **FORTH** 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 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 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]

Date: _____

[Name]

[Title]

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

Date: _____

[Name]

[Title]

Annex 1: FIRMS Rules and Procedures

http://www.fao.org/fishery/docs/document/FIGIS_FIRMS/2004/FIRMS_FSC1_Final_Report.pdf (See Attachment 5)

Annex 2: Details on and conditions of FORTH 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

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.

Background

FORTH enters in this agreement with the Information Systems Laboratory of the Institute of Computer Science of FORTH. FORTH has an extensive experience in conceptual modeling, as well as in designing semantic-aware models for storing and managing information resources and their corresponding metadata. For instance, FORTH defined the CIDOC CRM ontology, which is an ISO standard since 2006 (ISO 21127:2006) for modeling cultural information that is widely used for modeling cultural heritage information. FORTH has designed several extensions for various domains and purposes, including the MarineTLO ontology that models the main concepts and relations from the marine domain.

More specifically in respect of this FIRMS Collaborative Arrangement, FORTH has been the core technical partner that developed and hosts the Knowledge Base of the Global Record of Stocks and Fisheries (GRSF).

Objective of the collaboration

FORTH enter into collaboration with FAO under the FIRMS Partnership with the objective to contribute the GRSF knowledge base and advisory services for knowledge management.

IT infrastructure

FORTH will make available in an operational status the IT infrastructure which support GRSF, including (a) the maintenance of the source code for GRSF-related services, (b) the maintenance of GRSF Knowledge Base, and (c) the maintenance of GRSF mappings.

Information products and services

FORTH will join as a technical partner providing advisory services for knowledge management with emphasis on conceptual and ontological modeling, and data aggregation/ integration facilities. Under this light, FORTH acknowledges their support on FIRMS, including their (remote) participation in FIRMS Steering Committee (FSC) and Technical Working Group (TWG) meetings (participation in 3-4 meetings per year).

Terms and Conditions

The contents of the GRSF Knowledge Base are hosted at FORTH premises. Access to the integrated data is aligned with the corresponding terms and conditions of the data providers.

Additional entitlements:

FORTH will be explicitly mentioned as the responsible partner for the technical activities that are related to GRSF in all related events, documents and publications.