



FIGIS/2002/8

DRAFT

Partnership Agreement

providing for international cooperation

in the development and maintenance of the

Fisheries Resources Monitoring System

(*FIRMS*)

last updated : 23 July, 2002

Management Summary	

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Version	1-3
Project	FIGIS
Created	15 June 2002
Powerpoint presentation	FIGIS-2002-8_FIRMS Partnership Agreement.ppt

PREAMBLE

WHEREAS the Code of Conduct for Responsible Fisheries¹:

- provides guidance which may be used where appropriate in the formulation of international agreements and other legal instruments, both binding and voluntary ;
- calls for the promotion of international cooperation and coordination in all matters related to fisheries, including information gathering and data exchange, and fisheries research, management and development; and
- recognises that the special requirements of developing countries in implementing the Code need to be taken into account.

RECOGNIZING that partnerships between international and national institutions will assist in meeting the objectives of the Code of Conduct for Responsible Fisheries, including the implementation of International Plans of Action.

RECOGNIZING ALSO that such partnerships may occur at many levels, including

- global and regional fisheries management organisations and arrangements;
- national agencies and research institutions;
- global and regional network partners providing complementary information; and
- programmes and projects through which the objectives of this Agreement may be promoted².

NOTING that international and national fisheries institutions have a wide variety of mandates and responsibilities, which may change over time, and that partnership arrangements should reflect such mandates and responsibilities and adapt to new and changing institutional circumstances, as appropriate. Also noting that the Regional Fishery Bodies have an obligation to disseminate information on the status of fisheries and fish stocks.

NOW THEREFORE the (...institution name...) (the 'Institutional Party') and the FAO, hereinafter referred to together as 'the Parties', have agreed as follows:

Article 1. OBJECTIVES

1. The objective of this Agreement is to establish a framework between the Parties that, together with similar agreements between the FAO and other parties, will:
 - build a community of responsible institutions that are willing to report in an objective way on fisheries status and trends, thus contributing to the promotion of responsible fisheries management;
 - promote progressive development and extension of fisheries status and trends reporting to all fishery resources;
 - develop, share and maintain services for the collection, management and dissemination of information through a system for fisheries resources monitoring³.

¹ The partnership agreement takes as its principal source the Code of Conduct for Responsible Fisheries concerning agreements, cooperation and developing countries.

² The partnership agreement recognises that many different types of institution may wish to become FIRMS partners because of their mandates to develop or disseminate fisheries information. These may range from regional fishery bodies and international organisations, to government ministries and their research institutions or agencies (including privatised research and academic institutions) or international programmes or projects (with perhaps a limited period, e.g. a GEF programme).

³ These objectives establish current and future objectives that enable participation by institutions at all levels of will and capacity, i.e. to progressively build institutional linkages and to cover all resources, from the largest to the smallest.

Article 2. PRINCIPLES⁴

2. The principles of this Agreement are based on cooperation between the Parties that will ensure that:
- agreed information on fisheries resources, is shared and appropriately disseminated;
 - information contributions remain within the full control and ownership of the Institutional Party, including control of what and when information is made available, and how it is processed; and
 - information on information sources, ownership, data origins and collection methodologies, rules on dissemination and publication, and other matters specified by the Institutional Party, is maintained.

Article 3. GENERAL PURPOSES AND BENEFITS⁵

3. The general purposes of this Agreement are:
- to establish a partnership for the development and implementation of the Fisheries Resources Monitoring System;
 - to establish the entitlements, responsibilities and obligations of the Parties; and
 - to specify in Annex 1 the detailed arrangements on the nature, scope and conditions under which information is made available to the Parties and, where applicable, to non-Parties.
4. The general benefits of this Agreement are to enable the Parties:
- to make available, through direct access to their systems and/or through agreed dissemination channels, information on fisheries status and trends in ways that provide background for, and facilitate interpretation of, fishery resources assessments and fishery management advisory reports.
 - to offer the Parties and the general public direct access to general overviews⁶ on fishery resources, including on, *inter alia*:
 1. the distribution and population dynamics of a fishery resource;
 2. the techniques, nature and conduct of the fishery for that resource; and
 3. the fishery management systems in place or being developed.
 - to demonstrate commitments to :
 - a) improving transparency and accuracy of information of fishery resources status, while
 - b) respecting confidentiality and security under which the information has been submitted, in ways that satisfy the owners of information concerned.

⁴ The principles in the agreement establish the general policies under which dissemination, maintenance and metadata developments are to be established, and the full recognition of a direct relationship between a partner's mandates, the information objects they are reporting on, and the subsequent ownership over these objects contained within FIGIS.

⁵ This article summarises the purposes of this agreement, including the content of Annex 1, which will be decided on an individual basis between FAO and the institution. This allows for flexibility in the nature and scope of the information to be supplied so that an institutional party with limited capacity to provide information at the beginning of the agreement can define what (limited) information it is prepared to contribute. As the term of the agreement progresses the Annex can be developed further: further details may be possible as statistical systems improve and the Annex to the agreement can be amended mutually by the parties. It also explains the benefits of providing and obtaining general access to fisheries information in a coordinated way through the FIRMS. This responds to Code of Conduct for Responsible Fisheries demands for cooperation and transparency.

⁶ The thematic scope of these overviews provides a reference for future Institutional Parties in what sort of information is expected, and hence their potential eligibility for partnership.

Article 4. RESPONSIBILITIES⁷

5. FAO will establish a FIRMS Secretariat with the following responsibilities:
 - to establish and maintain a FIRMS Steering Committee (FSC) with roles and responsibilities as described in Article 6;
 - to implement decisions of the FSC, and represent it in legal matters, in accordance with the policy established by the FSC;
 - to coordinate and administer financial inputs to the development of FIRMS and for the conduct of this partnership;
 - to maintain databases for the presentation of fishery information, or to establish databases jointly with the Institutional Party or with others when cooperative action is agreed;
 - supervise the implementation of FIRMS services, including
 1. the application of systems of information quality control;
 2. the development and implementation of software and information methodologies;
 3. the development and implementation of training tools and methods, and the conduct of training, as appropriate.
 - where required, to receive and process information inputs from the Institutional Party, in particular for developing country institutions;
 - where required, to collate, control and process information on the status and trends of fisheries;
 - to administer requests from non-partners for FIRMS-related information; and
 - to provide the FIRMS with global level information on the status of resources and stocks in accordance with partnership agreed policies.
6. The responsibilities of the Institutional Party are to share within FIRMS information according to its mandate, or which is relevant to this partnership, including responsibilities, *inter alia*:
 - to present for inclusion in FIRMS databases fishery assessment and management reports, statistics and other related information in a timely manner and according to its own policies on ownership, transparency and quality assurance;
 - to maintain databases for the presentation of fishery information, and/or to establish databases jointly with FAO or with others when cooperative action is agreed;
 - to ensure that cooperation is maintained in the identification of information that will complement each Party's information sources and prevent duplication;
 - to attend meetings of the FSC, as appropriate; and
 - to provide assistance to developing countries, where this is compatible with their mandate and area of competence.

⁷ This article provides for each party's responsibilities; FAO in its central role in the partnership as Secretariat and in management of the FIRMS, the institutional party in its contribution of information and influence on the conduct and development of FIRMS and its participation in decision-making processes.

Article 5. ENTITLEMENTS⁸

7. The entitlement of FAO shall be to make available to general public access the information that has been agreed for this purpose, together with information on the nature, origins and quality of the information.
8. The entitlements of the Institutional Party shall include:
 - full access to FIRMS system tools for the control and dissemination of proprietary information and the maintenance of applicable confidentiality;
 - access to FIRMS information and databases beyond the restrictions normally applied under FAO dissemination policy, e.g. to geographic information system (GIS) layers or other value-added products;
 - access to FIRMS services for training in the use of information tools and standards, for use of the shared software library and other information products.
 - requests to FIRMS on specific analyses or presentations.
9. Additional entitlements may be specified in Annex 1, which shall be amended as needed by mutual agreement of the Parties.

Article 6. GENERAL ARRANGEMENTS

FIRMS Steering Committee (FSC)

10. The FSC is constituted of one member of FAO and one member from each institutional Party. FAO will in addition provide the Secretariat.
11. The Institutional Party shall participate fully in the work of the FSC, which will:
 - makes decisions by consensus, wherever possible, including on the adoption and amendment of its own Rules of Procedure⁹, the current version of which is attached at Annex 2; and
 - meet at regular intervals, as appropriate or required.
12. The Institutional Party shall contribute to the FSC decision-making and monitoring mechanism, which will:
 - monitor the development and performance of FIRMS and advise on improvements;
 - discuss, advise and take decisions on further system developments;
 - review the information policies, including data capture, processing, publication, dissemination and quality assurance, of all Institutional Party members with a view to harmonisation as appropriate;
 - review, advise and recommend formats and other standards that may be used by Institutional Parties;
 - review, advise and recommend changes to the databases presented on FIRMS with a view to the identification and elimination of information duplication and data inconsistencies.

⁸ This article establishes FAO's right to publish information agreed under this agreement, unless otherwise specified, such as in the timing of publication or further appropriate data aggregation. The Institutional Party also has specified rights, particularly to the control of its own information contributions, and access to general and special products that may be developed under FIRMS. It may also give additional entitlements, specified in Annex, and this is designed to offer further facilities (to be defined on an individual basis) for developing countries, as appropriate.

⁹ The establishment of the FSC within FAO in pursuit of partnerships will be relatively simple. The FSC will develop its own Rules of Procedure perhaps based on the draft included in Annex 2, which shall be developed at the first FSC meeting (although subject to amendment). The eligibility of new partners is included but this largely means that the new partner shall have the capacity and mandate (from the national authority or commission or board) to provide information.

- discuss and advise on any other matters pertaining to FIRMS
- decide on the criteria for eligibility of new partners.

Cost sharing

13. FAO will cover the costs of FIRMS development, FSC administration and the provision of Institutional Party entitlements under this Agreement through regular and trust fund arrangements.
14. The Institutional Party will cover the costs of information contributions to FIRMS, attendance at FSC meetings and additional FIRMS services, as required.¹⁰

Entry into force, amendment and termination of this Agreement¹¹

15. This Agreement shall enter into force upon signature by the Parties.
16. The Parties shall review this Agreement every 6 years, or at lesser intervals if this is recommended by the FSC.
17. The Institutional Party may withdraw from this Agreement in accordance with the Rules of Procedure of the FSC.

IN WITNESS WHEREOF, the Parties affix their signatures:

Signature: _____ *Name:* _____

Position: _____ *Date:* _____

For and on behalf of: **The (Institutional Party - name):** _____

Signature: _____ *Name:* _____

Position: _____ *Date:* _____

For and on behalf of: **Food and Agriculture Organization of the United Nations:** _____

¹⁰ This is self-explanatory but allows for support to developing country institutional parties where this is required in fulfilling the partnership.

¹¹ These clauses are simple standards used in these forms of voluntary agreement.

Annex 1. Detailed arrangements on the nature, scope and conditions under which information is made available to the Parties and, where applicable, to non-Parties.

1. Data types and standards

The Parties shall cooperate for the definition and adoption of data types and standards appropriate for the required inputs to FIRMS, in accordance with applicable international standards and practices, or through the development of such standards and practices, and in sufficient detail to allow sound statistical analysis and presentation through FIRMS.

Where the Institutional Party has adopted data types and standards that are not completely consistent with international standards and practices, the Institutional Party shall provide an explanation and sufficient description of the ways in which its standards depart from international or adopted practices and, where possible, provide a means for conversion of the information supplied to the standards adopted by the Parties for use in FIRMS.

The data supplied to FIRMS shall consist of the following:

- Report ... (report name/series)..... published from time to time¹². AND/OR
- resources (species/stocks), and shall include related details as described, together with aggregation information and according to an update schedule¹³.

Resource	Stock estimate	Fishery details	Vessel Details	Technology details	Aggregation Details	Update schedule

2. Collection, authentication, processing and transmission

The Parties shall, where possible, provide supporting detail on a regular basis, or as necessary, on the information they supply to FIRMS, including:

- (i) data collection methodologies and data precision used;
- (ii) authentication of information sources, data verification undertaken and evaluation of the accuracy of the data supplied;
- (iii) the level of primary processing prior to transmission, including the manner of data conversion and aggregation;
- (iv) the data transmission format; and
- (v) the transmission schedule expected, taking into account data processing and applicable confidentiality requirements, which shall not be unduly delayed from the events that the data describes.

¹² This section is the individual operating conditions of the particular agreement with an institutional party. It may simply consist of reference to a particular report of the party, which contains the relevant information on the resources required for contribution to FIRMS, e.g. the report of the ICES Advisory Committee on Fisheries Management. This reference effectively allows for simple republishing the fisheries monitoring components of such reports into the FIRMS module.

¹³ Agreed information to be provided may consist of defined information on species, or fisheries, or other matters, as described in the table, or by using some other general template, which might be specifically designed for each agreement.

The Parties shall cooperate and coordinate the provision of this supporting information where they have adopted regional standards and common data collection and processing methodologies¹⁴.

3. Security, confidentiality, transparency and feedback¹⁵

FAO shall develop and maintain the FIRMS database and application systems according to security standards commensurate with its standing as the global primary information source on the status and trends of fisheries.

The Parties may agree on the applicable confidentiality requirements (including, inter alia, access by non-Parties) that the Institutional Party may require for the information supplied to FIRMS, and on the agreed method that shall be used to aggregate, or remove identification from, such data to comply with such confidentiality requirements.

The Institutional Party shall not withhold the data required for the maintenance of FIRMS, where it is available, except in so far as to protect agreed confidentiality requirements, the basis of which shall be communicated to FAO.

The Institutional Party may inform FAO of any changes to its applicable confidentiality requirements. FAO shall undertake its best efforts to apply such changed requirements in a manner and time agreed.

4. Additional Entitlements¹⁶

In addition to the entitlements established in the Agreement, this Annex provides for the provision of information or FIRMS services for the purposes of:

-
-
- etc.

Provision of these services is made on the basis of (full cost recovery; partial cost recovery according to an agreed formula; agreed contributions from the regular programme and trust fund arrangements; other donor or international agency contributions¹⁷).

¹⁴ This series of clauses can be modified for each Partnership Agreement, for example where information is unavailable or uncertain.

¹⁵ Parties may have particular requirements for confidentiality, including the limits on the timing of publication.

¹⁶ These additional entitlements will also depend on the requirements of the institutional party. These may involve specific analyses and information presentations, or it may involve further assistance, particularly to developing countries in fulfilling this Partnership Agreement. Lastly, it would define the ways in which the additional entitlements would be paid for, including the possibility of donor contributions for the conduct of a partnership.

¹⁷ The source of the finance for the conduct of the agreement may change over time, from donor funding of particular FIRMS service entitlements to full cost recovery by the Secretariat from the requesting Institutional Party.

Annex 2. (DRAFT) Rules of Procedure of the FIRMS Steering Committee¹⁸

RULES OF PROCEDURE

1. SESSIONS

Unless contrary to the views of the majority of participating institutions, the interval between successive sessions of the FIRMS Steering Committee (FSC) shall not exceed three years. The FSC shall meet on announcement by the FSC Secretariat, which shall respect the wishes of the majority of participating institution. The announcement shall generally be made at least six months before the session starts.

2. AGENDA

A provisional agenda for each session shall be prepared by the FSC Secretary in collaboration with the participating institutions. The first item on the provisional agenda shall be the adoption of the agenda. The agenda shall be distributed with the announcement of the session.

3. NOMINATION OF EXPERTS

Participating institutions should, where possible, notify the FSC Secretary of the names and affiliations of their nominated experts at least four months before the session.

4. DOCUMENTATION

Documents for each session should, if possible, be distributed to all participating organizations and nominated experts at least two months before the session. Each participating institution shall be responsible for the timely distribution of its documents in accordance with the mailing list supplied by the FSC Secretary.

5. OFFICERS

At the start of the Session, the Chairman or Vice-Chairman appointed at the previous session shall call the session to order. In their absence, the FSC Secretary will call the session to order. Following adoption of the agenda, the FSC shall elect a Chairman and Vice-Chairman from among its members; they shall remain in office until the election of the new Chairman and new Vice-Chairman at the next session. The outgoing Chairman and Vice-Chairman shall be eligible for re-election.

6. EXPENSES

The expenses incurred by experts attending sessions of the FSC shall be borne by the nominating institution or as otherwise arranged between the experts and the respective nominating institution.

7. WORKING LANGUAGE

English shall be the working language of the FSC.

8. VOTING

A majority of the participating institutions shall constitute a quorum. Decisions of the FSC shall be taken by consensus. If all attempts to achieve consensus fail then decisions shall be made by a simple majority of votes cast by those present at the session. Each participating institution is entitled to one vote. When necessary, the Chairman may exercise a casting vote.

9. REPORTS

At each session the FSC shall adopt a report of the session, which will include inter alia all decisions and recommendations. The report shall be distributed by the FSC Secretary to the participating institutions and nominated experts, and to other individuals or organizations as requested by the FSC. FAO should make the report available as widely as possible.

¹⁸ This draft needs to be discussed and agreed in detail on first convening the FSC. The following is based on the rules of procedure of the Coordinating Working Party on Fishery Statistics, an FAO body established under Article VII of the FAO constitution.

10. MONITORING OF RECOMMENDATIONS

Although recommendations and decisions of the FSC are not binding on participating institutions, the FSC shall monitor and report on the implementation of recommendations and decisions.

11. INTERSESSIONAL ACTIVITIES

The FSC may arrange such intersessional activities as are required for its effective functioning, including inter alia holding informal preparatory meetings, holding meetings of regional or subject groups, preparation of working papers, and communication by correspondence.

12. SUSPENSION OF THE RULES OF PROCEDURE

Suspension of the Rules of Procedure may be adopted by the FSC by a two-thirds majority of the votes cast, provided that 24 hours' notice of the proposal for the suspension had been given to the FSC.

13. AMENDMENT TO THE RULES OF PROCEDURE

Amendments to the Rules of Procedure may be adopted by the FSC by a two-thirds majority of the participating organizations provided that three months notice of the proposal for the amendment had been given to all participating institutions. An amendment shall come into force unless any objection is received by the FSC Secretary from any participating institution within three months of being adopted.

14. NEW PARTICIPATING INSTITUTIONS

An institution having a mandate and responsibilities for the preparation or publication of fisheries information relevant to the framework of the partnership may become a participating institution of the FSC if it is so decided by a *(two-thirds)*¹⁹ majority of the participating organizations provided that three months notice of the proposed admission had been given to all participating organizations.

15. WITHDRAWAL OF PARTICIPATING INSTITUTIONS

Any participating Institutions may withdraw from the FSC after giving three months' notice to the FSC Secretary who will inform other participating institutions. If a participating institution does not provide any experts for three consecutive sessions without notification, it will be deemed to have withdrawn.

¹⁹ This should be in brackets because such a majority needs to be decided on by the original partners of when the FSC comes into being.