



Revised Partnership Arrangement

Explanatory Notes

The attached Partnership Arrangement is essentially in three parts and consists of:

1. Preamble:

Recognising the origins of the need to develop the FIRMS through a variety of partnerships.

2. Articles:

- Article 1. OBJECTIVES OF THE PARTNERSHIP ARRANGEMENT
- Article 2. PRINCIPLES OF THE PARTNERSHIP ARRANGEMENT
- Article 3. PARTNERS RESPONSIBILITIES
- Article 4. PARTNERS BENEFITS AND RIGHTS
- Article 5. INSTITUTIONAL ARRANGEMENTS

3. Annexes:

Annex 2 currently contains 'Notes' that will not be included in the text of the Partnership Arrangement.

Annex 1. Current FIRMS Partners on the date of signature by the two Parties.

To be updated and revised on each new Partnership Arrangement.

Annex 2: Outline and detailed arrangements on the nature of information and the conditions under which it is made available under this partnership arrangement, including any institutional collaborations and additional entitlements that a partner 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.



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

PREAMBLE

WHEREAS the Code of Conduct for Responsible Fisheries:

- 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 approved by the Committee of Fisheries of the Food and Agriculture Organization of the United Nations (FAO) and the FAO Strategy for Improving Information on Status and Trends of Capture Fisheries.

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

- global and regional fisheries organisations and arrangements (Regional Fishery Bodies);
- national agencies and research institutions; and
- global and regional network partners providing complementary information.

NOTING that international and national fisheries institutions have a wide variety of mandates and responsibilities, which may change over time, and that Partnerships should be in conformity with such mandates and responsibilities and adapt to new and changing institutional circumstances, as appropriate. Also noting that the Regional Fishery Bodies have a general obligation to disseminate information on the status of fisheries and fish stocks, or to provide assistance to their member countries for that purpose.

TAKING INTO CONSIDERATION the (**Note:** *agreement, memorandum of understanding, or exchange of letters concerning these recognitions; and noting the appropriate detail*) that exists between the partners to this arrangement.

NOW THEREFORE the (*Institution name*), (hereinafter, the ‘Partner’¹) and the FAO, as a partner acting in the interest of furthering the objectives of FIRMS, have agreed to enter into this Partnership Arrangement:

- to establish the rights, responsibilities and obligations of the Partners; and
- to specify in detail the provisions on the nature, scope and conditions under which information is made available.

Article 1. OBJECTIVES OF THE PARTNERSHIP ARRANGEMENT

- 1.1 The principal objective of the FIRMS Partnership Arrangement (“the Arrangement”) is to establish a framework between the Partners as listed in Annex 1 that will promote development and extension of fisheries status and trends reporting to all fisheries resources by:
- 1.1.1 building a community of responsible institutions that will report in an objective way on fisheries status and trends, thus contributing to the promotion of responsible fisheries management; and
 - 1.1.2 developing, sharing and maintaining services for the collation, management and dissemination of information through a System for Fisheries Resources Monitoring (FIRMS), hereafter referred to as the “FIRMS Partnership”.

Article 2. PRINCIPLES OF THE PARTNERSHIP ARRANGEMENT

- 2.1 The Arrangement is based on the following principles:
- 2.1.1 information on fisheries is shared and appropriately disseminated;
 - 2.1.2 information contributions related to fisheries remain within the full control and ownership of the Partner which has primary monitoring or management responsibility over resource and fishery units, including control of what and when information is made available, and how it is processed; and
 - 2.1.3 whenever possible, the Partner will maintain the documentation on information sources, ownership, data origins and collection methodologies, and on their rules on dissemination and publication.

Article 3. PARTNERS RESPONSIBILITIES

- 3.1 FAO will provide the Secretariat to the FIRMS Steering Committee (“FSC”). The Secretariat will have the following responsibilities:
- 3.1.1 to support the FSC, in the performance of its functions and responsibilities which are described in Article 5 of this Arrangement;
 - 3.1.2 to implement decisions of the FSC in accordance with the Information Management Policy and the Rules of Procedures adopted by the FSC;
 - 3.1.3 to coordinate and administer financial inputs, in conformity with FAO Financial Rules and Regulations, for the development of FIRMS and for the conduct of this Partnership;

¹ Or replace throughout with an institution acronym.

- 3.1.4 to maintain databases for the presentation of fishery information;
 - 3.1.5 to make available the information provided under this Arrangement to Partners and other interested parties as may be decided upon by the FSC;
 - 3.1.6 to supervise the implementation of FIRMS Partnership services, including
 - 3.1.6.1. the application of systems of information quality control for presentation and consistency purposes;
 - 3.1.6.2. the development and implementation of software and information methodologies; and
 - 3.1.6.3. the development and implementation of training tools and methods, and the conduct of training, as appropriate.
 - 3.1.7 where required, to receive and process information inputs from a Partner, in particular for developing country institutions;
 - 3.1.8 where required, to collate, control and process information on the status and trends of fisheries; and
 - 3.1.9 to seek to ensure that the FIRMS Partnership will include global level information on the status and trends of fisheries in accordance with information management policies adopted by the FSC.
- 3.2 The Partners will contribute to FIRMS according to their mandate. To this effect the Partners will be responsible *inter alia*, for:
- 3.2.1 presenting 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, as referred to in Annex 2;
 - 3.2.2 collating fishery information, or establishing databases jointly with FAO or with others;
 - 3.2.3 ensuring collaboration with and participating in the work of the FSC, including in the identification of information that will complement each Partner's information sources and prevent duplication, and in attending meetings of the FSC.

Article 4. PARTNERS BENEFITS AND RIGHTS

- 4.1 The general benefits of the Arrangement are to enable the Partners:
- 4.1.1 to assist them in fulfilling their commitment to improving transparency and accuracy of information on the status and trends of fisheries, while respecting confidentiality and security under which the information has been submitted, in ways that satisfy the owners of information concerned.
 - 4.1.2 to make available to the public, through dissemination channels referred to in Annex 2, information on fisheries status and trends in ways that provide background for, and facilitate interpretation of, fishery resources assessments and fishery management advisory reports. This information covers, *inter alia*:
 - 4.1.2.1. the distribution and population dynamics of a fishery resource;
 - 4.1.2.2. the techniques, nature, conduct and production of the fisheries for that resource;
 - 4.1.2.3. the fishery management systems in place or being developed, and
 - 4.1.2.4. indicators of the effect of such management.

- 4.2 In addition to what may be provided for in Annex 2, the Partner will, for FIRMS purposes, have access to:
- 4.2.1 FIRMS tools for the editing, dissemination and maintenance of information;
 - 4.2.2 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;
 - 4.2.3 FIRMS Secretariat services for training in the use of information tools and standards, for use of the shared software library and other information products.

Article 5. INSTITUTIONAL ARRANGEMENTS

- 5.1 Eligibility of partners
- 5.1.1 National institutions, mandated by a national government, and intergovernmental bodies, that hold responsibilities for the preparation or publication of fisheries information relevant to the framework of the partnership may become a Partner.
 - 5.1.2 Only one institution per country endorsed by its national government may become a FIRMS Partner. That institution may act as focal point to other institutions in a given country, as appropriate.
- 5.2 A Partner will cease to be a FIRMS Partner and deemed to have withdrawn from the Arrangement following a declaration made by the FSC in accordance with article 5.4.5.
- 5.3 FIRMS Steering Committee (FSC)
- 5.3.1 The FSC will be constituted of one member nominated by each Partner, including FAO in its capacity of Partner.
 - 5.3.2 The FSC will be activated when the FIRMS Partnership enters into force.
- 5.4 In administrative matters, the FSC will:
- 5.4.1 meet at regular intervals, as appropriate or required in accordance with its Rules of Procedure.
 - 5.4.2 adopt its Rules of Procedure and any amendment thereof;
 - 5.4.3 make decisions according to the Rules of Procedure within the scope of this Partnership Arrangement.
 - 5.4.4 identify potential partners that will contribute to the achievement of the FIRMS objectives, and prioritise their eligibility, with a view to ensure that:
 - 5.4.4.1. their fisheries information reporting complements what FIRMS already covers;
 - 5.4.4.2. their internal information policies are in conformity with quality assurance rules and standards provided for in the FIRMS Information Management Policy referred to in 5.5.4;
 - 5.4.4.3. their mandate is within the FIRMS thematic scope; and
 - 5.4.4.4. the additional workload generated can be absorbed by the FIRMS Secretariat.
 - 5.4.5 declare a Partner as having withdrawn from the Arrangement based on the inactivity of the Partner in FIRMS; and
 - 5.4.6 discuss with and advise its members and FIRMS Secretariat on any other matters pertaining to FIRMS.

- 5.5 In technical matters, the FSC will:
- 5.5.1 monitor the development and performance of FIRMS and advise on improvements;
 - 5.5.2 consider Partners' requests on additional analyses or presentations;
 - 5.5.3 discuss, advise and take decisions on further system developments;
 - 5.5.4 formulate, adopt and keep under review the Information Management Policy;
 - 5.5.5 review and comment upon the resources made available for the furthering of FIRMS objectives whether in kind or financial, and advise the FIRMS Secretariat on their allocation.
- 5.6 Cost sharing of the FIRMS Partnership
- 5.6.1 FAO will cover the costs of FIRMS development, FSC administration and the provision of the Partner entitlements under the Arrangement through regular and trust fund arrangements, to the extent that these funds allow and in accordance with its Financial Rules and Regulations.
 - 5.6.2 The Partner will cover the costs of information contributions to FIRMS, attendance at FSC meetings and additional FIRMS services, which might include information system functionality or customisation for the specific use of the Partner, to the extent that funds have been allocated thereto.
- 5.7 Entry into force, amendment and termination of this arrangement
- 5.7.1 The Arrangement will enter into force on the date of signature of five Partners.
 - 5.7.2 A Partner may withdraw from this arrangement, after giving three months notice to the FIRMS Secretariat which will inform the other Partners.
 - 5.7.3 FAO may terminate its service as the FIRMS Secretariat. FAO will give twenty-four months notice to FSC before this termination.
 - 5.7.4 The Arrangement may be amended or terminated with the consensus of all Partners.
 - 5.7.5 The FSC will hold a first session within one year from the date of entry into force of this arrangement.

Article 6. MISCELLANEOUS

- 6.1 Annex 2 is an arrangement specific to each signing Partner and may be reviewed and amended as appropriate by the signing Partner in collaboration with the FIRMS Secretariat.

IN WITNESS WHEREOF, the Partners affix their signatures:

<i>Signature:</i>	<i>Name:</i>
<i>Position:</i>	<i>Date:</i>

For and on behalf of: **The (Partner- name):**

<i>Signature:</i>	<i>Name:</i>	Ichiro Nomura
<i>Position:</i>	Assistant Director-General, Fisheries Department, Food and Agriculture Organization of the UN	<i>Date:</i>

For and on behalf of: **Secretariat: on behalf of the FIRMS Partnership
(Food and Agriculture Organization of the United Nations)**

Annex 1

Current FIRMS Partners on the date of signature by the two Parties.

	<i>Institutional Partner</i>	<i>Date of Signature</i>
1	Inter-American Tropical Tuna Commission (IATTC)	2 December 2003
2	Commission for the Conservation of Southern Bluefin Tuna (CCSBT)	19 December 2003
3	International Council for the Exploration of the Sea (ICES)	30 January 2004
4	Food and Agriculture Organization of the United Nations (FAO) – Fisheries Department	2 February 2004
5	International Commission for the Conservation of Atlantic Tunas (ICCAT)	2 February 2004
6	Indian Ocean Tuna Commission (IOTC)	2 February 2004

Annex 2:

Outline and detailed arrangements on the nature of information and the conditions under which it is made available under this partnership arrangement, including any institutional collaborations and additional entitlements that a partner may wish to include.

Note: Fisheries data and statistical information will be provided by the FIRMS Partners mandated to develop and use it in ways that support their work programmes, and which are reported to the public in ways that can also be achieved through the FIRMS Partnership.

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

1. ***Data and statistical information:***

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

2. ***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.

3. ***Data and information security:***

Confidentiality, transparency and feedback.

4. ***Collaborative institutions:***

The institutions that a partner wishes to be included in aspects of this arrangement, and the related information ownership and responsibilities details.

5. ***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 partners wish to agree, not necessarily as above.*