



REPORT OF THE AD HOC MEETING
ON THE
ESTABLISHMENT OF THE FISHERIES RESOURCES MONITORING SYSTEM

30 June – 1 July 2003

FAO, Rome, Italy

Introduction

The meeting was attended by representatives of fisheries organisations and programmes, many of whom have previously participated in the development of the FIRMS Partnership Arrangement. In addition, representatives of SEAFDEC and the SADC Regional Fisheries Information Systems (RFIS) project also attended. A list of participants is at Attachment 1.

The meeting was opened by Richard Grainger, Chief FIDI, who outlined the objectives of the meeting as follows.

The meeting will:

- review the interim processes that have taken place since the report of the Ad Hoc meeting on the Establishment of the fisheries resources monitoring system, 28 February 2003, FAO, Rome;
- further develop the interim processes in the establishment of the FIRMS Partnership; and
- review the current draft FIRMS Partnership Arrangement and develop a final draft for further consideration by FAO and interested fisheries organisations.

The meeting was informed of the recent and positive responses of several fisheries organisations that have participated in the past, but which could not attend currently for administrative reasons.

Agenda Item 1. Appointment of Chairperson and rapporteurs

Hans Lassen was nominated and accepted as Chairperson, with David Evans and Marc Taconet as rapporteurs.

Agenda Item 2. Chairperson's Opening

The Chairperson reviewed the draft agenda, which was agreed as in Attachment 2. Lassen noted the two key objectives of the meeting, as follows:

- Develop a final version of the Partnership Arrangement, followed by procedures for the establishment of the FIRMS Partnership.



- Address the issue of the Rules of Procedure of the FIRMS Steering Committee (FSC), in terms of both content and future development.

The Chairperson noted that several participants held the view that if any major revision was envisaged after this meeting, given the FAO requirement to complete its approach to the finalisation of the FIRMS Partnership Arrangement (PA), including the Legal Office attention, followed by the Director-General's attention, it is likely that a further meeting (or communication) would be required. The chairperson firmly indicated that there was no intention to hold another meeting, and that the present working group would strive to achieve a version of the Partnership Arrangement that would be final in substance, and would only undergo a light editorial process from a legal view point.

Agenda Item 3. Review of actions taken since the previous meeting and status of participation

The meeting reviewed information explaining the status of institutional participation in the FIRMS development process, including the timings that have been achieved in;

- case studies (2000-2002);
- attendance at the FIGIS-FIRMS workshop (2002);
- involvement in meetings to design the PA (2001-2003); and
- an institutional approval of a PA (ICES).

The meeting noted the appropriate attention given to the Partnership Arrangement by FAO (Fisheries Department and Legal Office).

The participants agreed that the developing general view concerning the start-up of the FIRMS Partnership should focus on obtaining initial membership by five Partners in addition to FAO that are members of the Coordinating Party on Fisheries Statistics (CWP).

The meeting also noted that the content of the Stocks and Resources Module of the FIRMS implementation has been considered by FAO, IOTC, IATTC, NAFO, SPC and ICCAT (the later two not participating at this meeting), which have validated the information content in respect of their commitments, but which await their organisation's approval of dissemination on the Internet. There was also some discussion on other fisheries organisations that have indicated their acceptance of the potential value of the overall FIRMS Partnership.

The issue of partners from SEAFDEC and RFIS was also addressed, with the view that the final drafted PA should be sufficiently appropriate allowing them to become a partner. Pourchanarm and Ninnes noted their institutional enthusiasm, while emphasising that this would need their internal discussion (member countries and institutions) and approval within a slightly longer timescale than the initial FIRMS partnership. Pouchanarm in particular inquired if and how SEAFDEC member countries could benefit from their Secretariat's entitlements.

The participants expressed their wish that the terms of the Partnership Arrangement would not be further edited by the FAO Legal Office to such extent as to require complex changes in the approval process by Partners' institutions. Indeed it was noted that an institution's basic documents often specify in what circumstances arrangements require formal approval from member countries.

With respect to the FAO Regional Fisheries Bodies it is questionable whether they have the legal capacity to enter into a partnership arrangements as the one discussed. The suggestion was made for FAO Regional Fisheries Bodies (e.g CECAF, WECAF, etc..) to be considered as FAO collaborative partners.

Review and revision of partnership documents

- **The final FIRMS Partnership Arrangement**

The full text of the draft document was addressed in conceptual, technical, legal and administrative detail. The Articles and structural arrangement of the PA were reviewed and revised. There was agreement that the meeting had been highly successful in developing a final draft, which consists of three main parts:

Preamble - recognises international concerns and likely types of future partners. (Clearly appropriate to SEAFDEC – the Legal Office was requested to make sure that the bullet points under “Recognizing also” do not exclude SEAFDEC)

Articles - provides detail of the objectives, principles, responsibilities, benefits and institutional arrangements.

Annexes – 1) Names and dates of the institutional extent of the FIRMS Partnership at each new signing of the PA by an applicant to become a partner; 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. 3) (DRAFT) Rules of Procedure of the FIRMS Steering Committee.

The participants noted:

- the achievements in preparing the draft final PA by the end of the meeting;
- the minor concerns that would need to be addressed; and
- the adaptability that it would provide for all future partners.

The final draft FIRMS Partnership Arrangement, including the Annexes is at Attachment 3, and will be further lightly edited by the FAO Legal Office.

- **The framework of Annex 2 as a model for all potential partners**

The meeting agreed that the Annex 2 to the PA would be drafted at the time of discussion between the FIRMS Secretariat and a new Institutional Partner. The content of annex 2 may vary from one partner to another in the light of its mandate and capacities An indicative framework for this annex might include:

1) Data types and standards, 2) Metadata and information management, 3) Data and information security, 4) Collaborative institutions and 5) Additional entitlements.

All of these (or another unique framework) should be clearly stated and agreed to.

The participants recognised that the PA Annex 2 could be unique to each partnership. Although adaptable to global concerns, this annex would be representative of the mandates and work programmes of the partners, including the new partnerships when the FIRMS Partnership is already under way.

- **The framework of Annex 3, the Rules of Procedures of the FSC.**

The meeting revised the draft Rules of Procedure although they are to be reviewed, revised and adopted by the FSC. The meeting accepted recognition that the draft annex might be entirely replaced at the first meeting of the FSC, or substantially amended to meet the overall Partnership's needs.

Agenda Item 4. Discuss and agree an approach to the development of an appropriate Information Management Policy



The meeting discussed the need for and formulation of a FIRMS Information Management Policy (IMP), particularly the general elements of an IMP that can satisfy the FIRMS immediate and future development. The participants noted the draft approach (Attachment 4), which recognises the process that should be adopted by the FSC in the formulation of the IMP, preferably at its inception meeting. Similarly to the draft FSC Rules of Procedure, the draft approach is only indicative of what the FSC might adopt.

Agenda Item 5. Establishment of the interim FSC work programme.

Given the uncertainty of FIRMS Partnership inception, the work programme of the future FSC was only briefly discussed, including recognition that the first FSC task was likely to be the FSC Rules of Procedure.

Agenda Item 6. Agree a final approximate schedule for all supporting activities by the FAO as future Secretariat and by participants as future IP representatives, both separately and collectively.

Following the major and recognised progress with the development of the FIRMS Partnership Arrangement documents (now including this meeting report), the meeting discussed a timed programme that would facilitate its start-up. This was agreed to schedule as follows:



On or before 25 July 2003. This report of the Ad Hoc Meeting on the Establishment of the Fisheries Resources Monitoring System should be reviewed and approved by participants.

(In particular comments on the draft FIRMS Partnership Arrangement at Attachment 3.)

1 August 2003. FAO Legal Office review of the FIRMS Partnership Arrangement to be completed.

(Including a finalisation timetable for the office of Mr Nomura, ADG Fisheries Department.)

15 August 2003. Participants, including FAO collaborative Partners (and previous participants) to consider and inform FAO of their individual approaches to Annex 2. FAO should look at possible overlaps and inform the Participants accordingly.

(A technical, not a legal issue.)

22 August 2003: List of the expected first five (or more) partners, drawn from CWP membership, should be prepared by direct organisation contacts, some of which may indicate whether they would be -

- 'first wave' signatories (November-December 2003), or
- 'second wave' signatories (1 February 2004).

(FAO, as future FIRMS Secretariat, should proceed to achieve a minimum of five partners plus FAO by 1 February 2004. The meeting recognised that some future participants (e.g. SEAFDEC, RFIS) may not be able to indicate a FIRMS PA inception approach, nor a near-future partnership timetable.)

1 September 2003. Participants to suggest a timetable for their implementation of the FIRMS Partnership.

(As dictated by the busy work schedules and timetables of the partner.)

Intersessional CWP meeting to be held in Rome in the first quarter of 2004. First FIRMS Steering Committee meeting to be conducted in conjunction with this meeting (either prior to or following).

(Given the FIRMS Partnership inception depending on a minimum of five new partners (CWP), the first FSC could be held in sequence with the CWP intersessional meeting which might have to be postponed beyond 1 February 2004.)

Agenda Item 7. Any other business.

No other business.

Attachments:

- 1. List of Participants**
- 2. Agenda**
- 3. Revised Partnership Arrangement (Final draft - including LEG revisions)**



4. **(DRAFT) Rules of Procedure of the FIRMS Steering Committee (FSC)**
5. **(DRAFT) Information Management Policy** (approach to development)

Attachment 1:

List of Participants

**AD HOC MEETING
ON THE
ESTABLISHMENT OF THE FISHERIES RESOURCES MONITORING SYSTEM**

Hans Lassen, Chief Scientist	ICES
David Ramm, Information Manager	CCAMLR
David Ardill, Executive Secretary of IOTC	IOTC
Tissa Amaratunga, Deputy Executive Secretary	NAFO
Michael Hinton, Information Manager	IATTC
David Cross, Head of Sector "Fisheries"	EUROSTAT
Wongsanga Pourchanarm, Policy and Program Coordinator	SEAFDEC
Chris Ninnes, Project Manager, Regional Fisheries Information Systems	SADC
Richard Grainger, Chief FIDI	FAO
Marc Taconet, FIGIS Officer	FAO
David Evans, FIGIS Rapporteur, Fisheries Adviser	FAO
Annick Van Houtte, Legal Office	FAO

Attachment 2:

Agenda

**AD HOC MEETING
ON THE
ESTABLISHMENT OF THE FISHERIES RESOURCES MONITORING SYSTEM**

Objective:

To agree a final version of the FIRMS Partnership Agreement to enable its endorsement by potential partners through their decision-making processes and to plan for the establishment of the FIRMS Partnership and the first meeting of the FIRMS Steering Committee.

Agenda items:

1. Appointment of Chairperson and rapporteurs.
2. Chairperson's opening
3. Review of actions taken since the previous meeting and status of participation
4. Review and revision of Partnership documents:
 - a. the final FIRMS Partnership Arrangement.
 - b. the framework of Annex 2 as a model for all potential partners.
 - c. the framework of Annex 3, the Rules of Procedures of the FSC.
5. Discuss and agree an approach to the development of an appropriate Information Management Policy.
6. Establishment of the interim FSC work programme.
7. Agree a final approximate schedule for all supporting activities by the FAO as future Secretariat and by participants as future IP representatives, both separately and collectively.
8. Any other business.

Attachment 3:

Revised Partnership Arrangement (Final draft)

**AD HOC MEETING
ON THE
ESTABLISHMENT OF THE FISHERIES RESOURCES MONITORING SYSTEM**

FINAL DRAFT FIRMS Partnership Arrangement

<p>Partnership Arrangement providing for international cooperation in the development and maintenance of the Fisheries Resources Monitoring System (FIRMS)</p>

The attached final draft 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:

These two Annexes currently contain '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 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

¹ Or replace throughout with an institution acronym.

- to specify the detailed 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”) with the following responsibilities:
- 3.1.1 to support the FSC, the roles and responsibilities of which are described in Article 5;
 - 3.1.2 to implement decisions of the FSC in accordance with the Information Management Policy and Rules of Procedures adopted by the FSC;
 - 3.1.3 to coordinate and administer financial inputs, in conformity with FAO Financial Rules and Regulations, to the development of FIRMS and for the conduct of this partnership;
 - 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 purpose;
 - 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 the 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 in general to 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 5.3.5.
- 5.3 FIRMS Steering Committee (FSC)
 - 5.3.1 The FSC is constituted of one member nominated by each Partner, including FAO in its capacity of Partner.
 - 5.3.2 FAO will provide the Secretariat to the FSC.
 - 5.3.3 The FSC will be activated when the FIRMS Partnership has entered into force.
- 5.4 In administrative matters, the FSC will:
 - 5.4.1 meet at regular intervals, as appropriate or required.
 - 5.4.2 adopt its rules of procedures and any amendment thereof;
 - 5.4.3 make decisions according to the Rules of Procedures 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, intending 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 fits 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 inactivity of the Partner in FIRMS ; and
 - 5.4.6 discuss and advise 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 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 following the signature of five Partnership Arrangements.

- 5.7.2 A Partner may withdraw from this arrangement, after giving three months notice to the FIRMS Secretariat who 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>
<i>Position:</i>	<i>Date:</i>

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

Note: *The following two Annexes will be attached to the Partnership Arrangement to be discussed between the new Partners. 'Note' text is indicative, not for inclusion in the signed document.*

Annex 1.

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

Note: *To be revised for each new Partnership Arrangement*

	<i>Institutional Partner</i>	<i>Date of Signature</i>
1		
2		
3		
4		
5		
...		

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.*

Attachment 4:

(DRAFT) Rules of Procedure of the FIRMS Steering Committee (FSC)

Note: Below are normally appropriate committee Rules of Procedures, which may be entirely revised or replaced at the first meeting of the FSC, or at subsequent meetings through a revision submission from a new partner at its first attendance.

FSC will adopt and revise its own Rules of Procedures. Such Rules of Procedure will inform new FSC membership of its current responsibilities and capacities at signature, appropriately recognising that the FIRMS Partnership will immediately respond to its revision submissions.

Note: The following current Rules of Procedures is adopted as Annex 3 to a new Partnership Agreement, noting the capacity of a new partner to seek immediate revision at the FSC, i.e. the standing Rules of Procedures (as amended) at the time of signature.

RULES OF PROCEDURE

1. SESSIONS

The FSC will meet at least once every three years. It may meet upon request of X Partners communicated to the Secretariat or upon proposal of the FSC Secretariat. The FSC Secretariat will announce the session X months before the session starts.

2. AGENDA

A provisional agenda for each session will be prepared by the FSC Secretariat in collaboration with the participating institutions. The first item on the provisional agenda will be the adoption of the agenda. If funds are made available to the FIRMS partnership, the agenda will comprise an element entitled "handling of financial matters". The agenda will be distributed with the announcement of the session.

3. PARTNERS' REPRESENTATIVE

Partners will communicate to the FSC Secretariat the names of its Representative, alternate Representative, and other members of its delegation prior to sessions (one month prior?).

4. DOCUMENTATION

Relevant documents for each session will be, if possible, distributed by the Secretariat to all Partners (at least two months?) before the session. (Each Partner will be responsible for the timely distribution of its documents in accordance with the mailing list supplied by the FSC Secretariat).

5. OFFICERS

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

6. EXPENSES

The expenses incurred by delegates, including Representative and alternate Representative, attending sessions of the FSC will be borne by the Partner, unless otherwise provided for.

7. WORKING LANGUAGE

English will be the working language of the FSC.

8. DECISION MAKING

Decisions of the FSC will be taken by consensus of all Partners attending the session. If all attempts to achieve consensus fail then the chairman (in consultation with the Secretariat?) may decide that decision be made by a simple majority of votes cast by those present at the session. Each Partner is entitled to one vote. (When necessary, the Chairman may exercise a casting vote).

9. REPORTS

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

10. MONITORING OF RECOMMENDATIONS

Although recommendations and decisions of the FSC are not binding on Partners, the FSC will monitor and ask the Secretariat to 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. 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 Partners provided that a majority of the Partners to the FIRMS Arrangement will be present. A proposal for the amendment of the Rules of Procedures will be communicated to the Partners by the FAO Secretariat with at least three months notice prior to the session where such amendment(s) will be discussed. The Secretariat will seek to ensure that all Partners acknowledge receipt of proposed amendment(s). The Secretariat may suggest that an amendment proposal be adopted by the majority of the Partners voting through mail system, in which case the vote can take place through such mechanism unless any objection is received by the FSC Secretariat from any Partner within X months after such proposal was made.

13. NEW PARTNERS

New potential Partners will apply to the FIRMS Secretariat. The Secretariat will inform the Partners of such application which will be considered by the FSC at the session following such application, in line with Article 5.3.4 of the FIRMS Partnership Arrangement.

Note: Information Management Policy – to be developed
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The Information Management Policy of FIRMS Partnership will 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.

FIRMS Information Management Policy

AD HOC MEETING

ON THE

ESTABLISHMENT OF THE FISHERIES RESOURCES MONITORING SYSTEM

Preamble: in order to facilitate the reading of this document, the acronyms FIGIS, FIRMS, and FIGIS-FIRMS are hereby defined:

- **FIGIS:** the **Fisheries Global Information System**, is a web-based information management tool that integrates fisheries information and interconnects groups of institutional partnerships to build up a network of subsystems

- **FIRMS:** The **Fishery Resources Monitoring System** is a partnership drawing together international organizations, regional fishery bodies and national scientific institutes, collaborating within a formal agreement, who are willing to report and share information on status and trends of fishery resources.

- **FIGIS-FIRMS:** this describes the **FIGIS sub-system** taking care of the management and dissemination of information shared within the FIRMS partnership. Core modules for this sub-system comprise resources, stocks, fisheries and fisheries management systems, whereas peripheral modules include species, fishing techniques.

The FIRMS Steering Committee (FSC) will define an Information Management Policy. While the specific formulation of this policy will be elaborated by FSC, the Partnership agreement assumes that certain guiding principles form the basis for this Policy. These principles elements are summarised below. The FIGIS-FIRMS July 2002 workshop considered in its report/annex 7 some of the elements of an information management policy, including quality assurance. As FIGIS-FIRMS is a subsystem within FIGIS, it will be guided by the same principles as FIGIS.

Para.1: The FIGIS system is a tool for disseminating information provided by many different partners, each holding data in different databases (or otherwise). Data in the FIGIS system will be loaded and maintained by professionals belonging to many different organisations. In this distributed system, information remains under the full responsibility and control of data owners, and in that respect, information available through FIGIS shall be disseminated ensuring source and citations of responsible Party together with information on the nature, origins and quality of the information.

Para.2: FSC will formulate the Information Management Policy. Partners' policies regarding their publications and the dissemination of data and documents apply for that information each Partner has submitted. This also includes choice of language(s), logo(s), synchronisation with partner's publication process, need to prevent from distorting partners' published sources, how information contributed by a partner who withdraws from the partnership will be treated, etc...Partners are responsible for informing the FIRMS secretariat on their information management policy.

Para.3: The Information Management Policy shall encourage participation and cooperation by partners and facilitate submission of information. The policy shall encourage partners to submit the best scientific information, in particular through the development of criteria for the establishment of quality levels of partners contributions.

Para.4: A key target for FIRMS is to maintain objectivity and transparency of the information presented. Transparency implies that each piece of information is clearly documented and traceable. FIGIS-FIRMS must maintain timeliness of the information presented as defined by the submitting Partner. A key part of maintaining high quality information is the strict

enforcement of quality assurance (QA) procedures, recognising the existence of two types of QA:

- 1) QA of information submitted by partners: Partners are responsible for the information submitted and the QA associated with that information. Therefore, the veracity of this QA will depend on the needs of partners and their level of responsibility. Where appropriate, information submitted by partners may include a general description of their QA protocols.
- 2) Minimum QA required for the sound operation of FIGIS (to be further developed by the FSC) should include, *inter alia*,. Identification of mandatory information, agreement on standards, use of a single harmonised layout, development of quality assurance indicators (both qualitative and quantitative, such as “risks indicators”) and indicators of reliability and timeliness in metadata.

Finally, the system requires training and support to partners to ensure standardization in data provided.

Para.5: FSC will as part of the Information Management Policy consider the presentation of alternate views and interpretations of the information. The guiding principle is that FIGIS-FIRMS is an information system and not a forum for debate on interpretation of data. Such forums are established through bi- or multilateral arrangements or through the regional fisheries bodies. However, FSC may possibly advice on the development of mechanisms for addressing and/or harmonizing such views.

Para.6: FSC will as part of the Information Management Policy consider the types of information that may be extracted by automated routines so as to avoid ‘inappropriate’ use of information such as comparisons of analyses of status and trends or management advice, which may be separated from associated interpretative text. As part of the analysis FSC will consider using built-in relationships to facilitate searches on related objects. FSC will also consider how the FIRMS Secretariat can assist users in their search for information.

Para.7: FIGIS-FIRMS has a public domain as well as a domain to which access is restricted. The Information Management Policy will define access rights by users. Restricted domains are *inter alia* for information under scrutiny, under data validation and integrity checking, and resolution of conflicts. The Policy shall define security mechanisms to keep identified inconsistencies in the contributions of partners under confidential private access until they are resolved.

Para.8: The Information Management Policy will consider maintenance of history, update cycles and recovery of historical data: identify the requirements for archiving information and how the system will provide access to historic information.

Para.9: The Information Management Policy will respect a range of IT standards. However, the distributed nature of FIGIS-FIRMS implies that FSC will not be able to set standards in a vacuum. The realities of existing standards of partners (and their system sites) will always need to be recognized. The final standards will therefore be a major topic for resolution by the FIRMS Steering Committee. The following is a short list of standards currently used within FIGIS:

- ✓ within FIGIS, XML is the core format for data and information input, output and exchange;
- ✓ in line with the general FAO policy, FIGIS avoids the use of proprietary software wherever possible
- ✓ FIGIS must establish metadata and controlled vocabularies (thesauri) standards and, as a guiding principle, should use existing standards wherever possible and, when extensions cannot be avoided, build such extensions on existing standards. etc.. In FIGIS, all controlled vocabulary, including metadata, might be available in three languages (English, French, Spanish).

- ✓ Standards for FIGIS shall be made available through the CWP web page. Standards, guidelines and codes for standardization between data suppliers and FIGIS should be undertaken before data suppliers start feeding FIGIS-FIRMS
- ✓ Exchange protocols of spatial information are part of FIGIS-FIRMS standards: when presenting geo-referenced data, an individual data provider should use the appropriate geographical system. Local organisations should make sure that the detailed maps that they might develop for their own use conform to existing map systems