



TREATY SERIES 2010
Nº 25

**Agreement between Ireland and the Maritime Agencies of
Denmark, Norway, Sweden, the UK, Germany, the
Netherlands, Belgium and the Faroe Islands on Access to
AIS Information**

Done at Copenhagen on 3 December 2008

Signed by Ireland on 3 December 2008

Entered into force with respect to Ireland
on 3 December 2008

Presented to Dáil Éireann by the Minister for Foreign Affairs

**AGREEMENT BETWEEN IRELAND AND THE MARITIME AGENCIES OF
DENMARK, NORWAY, SWEDEN, THE UK, GERMANY, THE
NETHERLANDS, BELGIUM AND THE FAROE ISLANDS
ON ACCESS TO AIS INFORMATION**

Following the decision at the Safety at Sea meeting on 6 September 2004 to build a system to exchange Automated Identification System (“AIS”) information between the North Sea Countries, the following Agreement has been made between:

The Royal Danish Administration of Navigation and Hydrography, representing the Danish party, established in Copenhagen, Denmark

AND

The Norwegian Coast Directorate, representing the Norwegian party, established in Aalesund, Norway

AND

The Swedish Maritime and Coastguard Agency, representing the UK party, established in Southampton, UK

AND

Waterways and Shipping Directorate North, representing the German party, established in Kiel, Germany

AND

The Netherlands Coastguard Centre, representing the Ministry of Transport, Public Works and Water Management Directorate-General Civil Aviation and Transport Directorate Maritime Transport, representing Dutch party, established in Haag, Nederland

AND

Ministry of the Flemish Community, Shipping Assistance Division, representing Flanders, established in Oostende, Belgium

Preamble

At the Interreg IIIB Safety at Sea – North Sea meeting in Oslo on the 6th and 7th of September 2004 it was decided to establish a Working Group (Demo B) with “the purpose of facilitating mutual exchange and deliveries of AIS-data, including the construction of the monitoring system for the maritime traffic in the North Sea Area”.

The participating parties have now agreed on the methods for exchange of AIS-data and the implementation of the system has started.

Definitions

The definitions used by IALA and IMO are used in this document.

Objective

This Agreement regulates the exchange of AIS-data free of charge between the countries. It also regulates the distribution and use of the AIS-data received from the Participating parties.

Access to Information

Each Participating party shall make AIS-data available for access according to the method decided by the “S@S North Sea Demo B group” via Internet as outlined in **Appendix 2**.

AIS-data from all SOLAS ships carrying AIS as mandatory equipment shall be made available. AIS-data for other domestic ships is recommended to filter so other countries do not see them. Ships involved in operations mentioned in **Appendix 1** should preferably not be filtered.

Distribution and use of AIS data

Each Participating party must restrict the distribution of received AIS-data to their own organisations and other competent authorities. AIS-data may only be used for purposes listed in **Appendix 1** without written consent from the party that has delivered the AIS-data.

Each Participating party is responsible for the use of AIS-data by their competent authorities. The Participating parties must take appropriate actions to ensure that the competent authorities do not redistribute AIS-data to a third party and that AIS-data only is used for purposes listed in **Appendix 1**.

Any participating party may, however, distribute data to a third person in the event that the participating nation is obliged by law to disclose information according to principles of public access to official records.

Information concerning private persons

When AIS-data contain information concerning private persons the Participating parties undertake to ensure protection of the privacy of these persons in accordance with the directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data and also to other applicable international, European Community and national law and regulations.

No warranties

The transmitting or sending party makes no express or implied warranty as to any matter whatsoever, including the availability, accuracy, or reliability of any information or data, whether tangible or intangible, made, developed or supplied

under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the information, of the data made, developed or supplied.

Force Majeure

Neither Participating party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement, including, but not limited to, flood, drought, earthquake, storm fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labour dispute, or failure, threat or failure, or sabotage, or any order or injunction made by a court or public agency. In the event of the occurrence of such a Force Majeure event, the party unable to perform shall promptly notify the other party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such a period of time as is necessary as a result of the Force Majeure event.

Contact Persons

A list of names and contact details for contact persons will be kept and updated by the Royal Danish Administration of Navigation and Hydrography.

Termination of access to AIS-data

Changes to this Agreement shall be agreed in writing between the parties.

Disputes

In case of a dispute between Participating parties as to the interpretation or application of this Agreement, they should seek a solution by negotiation. If the parties concerned cannot reach agreement, they should seek the good offices of or jointly request mediation by a third Participating party, a qualified international organization or a qualified person.

If the parties concerned have not been able to resolve their dispute through negotiation or have been unable to agree on measures as described above, such disputes shall be, upon common agreement, submitted to an ad hoc arbitration tribunal or to a permanent arbitration tribunal.

Termination of the Agreement

This Agreement will be in effect from the date of signature by all of the Participating parties and shall last for a period of five (5) years. Thereafter, this Agreement shall automatically renew for a term of one (1) year.

However, any Participating party may terminate its own participation in the co-operation stipulated in this Agreement giving the other Participating parties six months written notice.

This Agreement is done in 7 equal counterparts, retained by each of the Participating parties.

Signatures;

On behalf of the Royal Danish Administration of Hydrography, Denmark:

Svend Eskildsen, Director General

On behalf of the Swedish Maritime Administration, Sweden:

Lars Vieweg, Director, Maritime Policy and Public Affairs, Sweden

On behalf of the Norwegian Coast Directorate, Norway:

John Erik Hagen, Regional Director

On behalf of the Ministry of the Flemish Community Shipping Assistance Division, Belgium:

Mr. Antoine Descamps, Head of Division

On behalf of the Maritime and Coastguard Agency (MCA), UK:

Paul Jackson, MCA Director of Standards

On behalf of the Netherlands Coastguard, Nederland:

Rynk van der Woude, Director

On behalf of the Maritime Coordination Centre, Torshavn, Faroe Islands:

Johan J. Jakobsen, Manager

On behalf of the Irish Coast Guard, Department of Transport, Dublin, Ireland:

Gerry Smullen, Assistant Director