

## **ASTD FRAMEWORK - ATTACHMENT ONE**

### **Sample Form for a Standard Arrangement on Access to and use of ASTD Data (Refer to paragraph 3.5 of the ASTD Framework)**

#### **I. BACKGROUND:**

This document outlines the exchange of ship traffic Data in the Arctic through the Arctic Council Ship Traffic Database (ASTD). The ASTD builds on the Havbase platform which is operated by the Norwegian Coastal Administration (NCA) and is compatible with other systems such as the Arctic Spatial Data Infrastructure (Arctic-SDI) platform and the Arctic biodiversity data service. The Data from the ASTD (herewithin referred to as the “System”) will be shared by and among the Arctic States and other entities as set forth in this Attachment and the *Arctic Council ASTD Framework for Cooperative Action on Arctic Ship Traffic Data Sharing (ASTD Framework)*.

The Data will be accessed through the Havbase system which will be adapted and “tailor made” to meet the requirements and needs of the ASTD. Data will be stored on secure and dedicated servers as part of the Network described in the ASTD Framework, for which the NCA is the Network Manager. The ASTD expert group members in coordination with the PAME Shipping Expert Group Co-Chairs and with the concurrence of the PAME Heads of Delegations will decide which users will gain access, and the type of access granted. The PAME International Secretariat will act as administrator for user access.

#### **II. USER ACCESS LEVELS:**

There are four access levels to the System as defined in the table below. The Arctic States intend that the PAME International Secretariat will act as the administrator in close collaboration with the Norwegian Coastal Administrations’ Havbase team.

<b>USERS AND ACCESS LEVELS</b>
<b>LEVEL 1:</b> Arctic States that are current on their annual <i>pro rata</i> share financial contributions.
<p>LEVEL 1 access means access to all data in the database for analysis under the auspices of the Arctic Council. The data will include:</p> <ul style="list-style-type: none"> <li>✓ UTC timestamp of position report</li> <li>✓ Vessel identity; Maritime Mobility Service Identity (MMSI) number and International Maritime Organization (IMO) ship identification number</li> <li>✓ Latitude and longitude</li> <li>✓ Speed over ground</li> <li>✓ Course over ground</li> <li>✓ Detailed Ship type for each ship sailing, 49 ship types included</li> <li>✓ Emission data for each ship</li> <li>✓ Tonnage,</li> <li>✓ Size</li> </ul>

- ✓ Engine data,
- ✓ Tank volumes, and
- ✓ Anticipated main fuel types

LEVEL 1 data may be accessed only by means of a request to the PAME International Secretariat.

To allow each Participant to withhold Data it has provided under this ASTD Framework as described in section 3.5, the PAME International Secretariat will notify all Participants of each LEVEL 1 request before distributing any data. If a Participant does not object to the inclusion of its Data in what has been requested within 28 calendar days after notification by the PAME International Secretariat, the PAME International Secretariat will download and transmit the requested data once the requester signs a Data Sharing Arrangement (Attachment Two).

If within 28 calendar days after notification by the PAME International Secretariat of a LEVEL 1 request a Participant objects to the inclusion of its Data in what has been requested, its Data will not be included in the requested data, which will be downloaded and transmitted by the PAME International Secretariat as described above.

**LEVEL 2:** Arctic States that are current on their annual *pro rata* share financial contributions;

LEVEL 2 provides access to the same data as is available under LEVEL 1 except that vessel identity data (MMSI, IMO ship identification number and ship name) is not included. The distinction between LEVEL 1 and LEVEL 2 Access is that under LEVEL 2 Access, the Arctic State receives a username and password from the PAME International Secretariat to access the database directly.

To allow each Participant to withhold Data it has provided under this ASTD Framework as described in section 3.5, the PAME International Secretariat will notify all Participants of each LEVEL 2 request before providing the requestor with a username and password. If a Participant does not object to the inclusion of its Data in a LEVEL 2 request within 28 days after notification by the PAME International Secretariat, the PAME International Secretariat will provide the requestor with a username and password to access the database once the requester signs a Data Sharing Arrangement (Attachment Two).

If within 28 days after notification by the PAME International Secretariat of a LEVEL 2 request a Participant objects to the inclusion of its Data in what has been requested, its Data will not be included in what the requestor will be able to access after signing a Data Sharing Arrangement (Attachment Two) and receiving a username and password from the PAME International Secretariat.

**LEVEL 3:** Arctic States that are not current on their full annual *pro rata* share financial contributions; Permanent Participants; Arctic Council Subsidiary Bodies; Arctic Council Observers that have made a financial contribution of an amount decided by PAME member governments to the administration, maintenance and operation of the Network.

LEVEL 3 access means access to the same data as is available under LEVEL 2 except that ship type information is aggregated into 13 ship types instead of 49 ship types.

The PAME International Secretariat will notify all Participants of each LEVEL 3 request. LEVEL 3 access may be granted only if there is consensus to do so among all Participants. If no Participants objects to the LEVEL 3 request within 28 calendar days after notification by the PAME International Secretariat, the requestor will receive a username and password after it has signed a data sharing arrangement (Attachment Two)

A Participant may request LEVEL 3 access on behalf of an accredited academic institution or other recognized research entity under the terms and conditions described in the ASTD Framework and this section, the signing of a data sharing arrangement (Attachment Two), and the payment of a financial contribution by the academic institution or research entity in an amount to be decided by PAME.

**LEVEL 4: General public, open viewing online.**

Level 4 access means access that is available to the general public online. No data can be downloaded with Level 4 access; only limited high-level aggregated information is available for viewing.

**ASTD FRAMEWORK - ATTACHMENT TWO**  
**SAMPLE OF A DATA SHARING ARRANGEMENT**

<u>Requester</u>	<u>Data Provider</u>
Agency Name:	Agency Name:
Data User:	Custodian:
Title:	Title:
Address:	Address:
Phone:	Phone:
E-mail:	E-mail:

**I. PURPOSE**

In this section, both signatories are to state in non-technical language the purpose(s) for which they are entering into the data sharing arrangement, i.e., how the Data will be used, what research or studies will be performed, or what the desired outcomes are perceived to be as a result of obtaining the Data. The Data may only be used for research and/or analytical purposes as stipulated in paragraph 3.4 of the ASTD Framework. As provided in paragraph 3.4 of the ASTD Framework, Participants do not intend there to be any commercial of the Data.

Any and all Data shared under this Arrangement is subject to all applicable requirements regarding privacy and confidentiality that are described herein.

**II. PERIOD OF ARRANGEMENT**

The period of arrangement extends from \_\_\_\_\_ to \_\_\_\_\_

**III. JUSTIFICATION FOR ACCESS**

In this section, the requestor provides justification under the terms and conditions of the ASTD Framework for access to the Data

**IV. DESCRIPTION OF DATA**

In this section, the signatories provide specific detailed information concerning the Data to be accessed or shared.

**V. METHOD OF DATA ACCESS OR TRANSFER**

In this section, a description of the method of Data access or transfer is provided.

**VI. LOCATION OF MATCHED DATA AND CUSTODIAL RESPONSIBILITY**

The signatories understand that one Agency/body will be designated as “Custodian” of the file(s) and will be responsible for the observance of all conditions for use and for establishment and maintenance of security protocols as specified in this arrangement to prevent unauthorized use. Where and how the Data will be stored and maintained will also be specified in this section.

Each signatory represents and warrants further that, except as specified in an attachment or except as authorized in writing, that such Data is not to be disclosed, released, revealed, showed, sold, rented, leased, loaned, or otherwise have access granted to the Data covered by this arrangement to any person. Access to the Data covered by this arrangement is to be

limited to the minimum number of individuals necessary to achieve the purpose(s) stated in this section and to those individuals on a need-to-know basis only.

However, any aggregated data products that are used for assessments, analysis and other relevant reports may be shared and should be accessible to Arctic States and the PAME International Secretariat for other usages.

Any use of Data from the Arctic Ship Traffic Database is to be referenced accordingly.

## **VII. CONFIDENTIALITY**

The requestor commits to establishing appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Data and to prevent unauthorized use of or access to it.

## **VIII. DISPOSITION OF LEVEL 1 DATA**

The requestor and its agents are to destroy all confidential information associated with actual records as soon as the purpose(s) of the project have been accomplished and notify the PAME International Secretariat and its dedicated contact person. When the project is complete, the requester is to:

1. Destroy all hard copies containing confidential data;
2. Archive and store electronic data containing confidential information offline in a secure place, and delete all on line confidential data; and
3. Erase or maintain in a secured area all other data.

## **IX. RESOURCES**

The types and number of personnel involved in the Data sharing project, the level of effort required, as well as any other non-personnel resources and material, which are required, are to be listed here.

## **X. NONCOMPLIANCE**

Any noncompliance with this arrangement may result in immediate termination of this arrangement, immediate suspension of access to Data, and the automatic denial of any future requests to access Data. If access to Data is suspended, no refund or reimbursement will be made of any previous financial contribution.

## **XI. SIGNATURES**

In witness whereof, the PAME Chair is designated to execute this arrangement effective with this signing for the period set forth in Article II.

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(Name)

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(Title)

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(Date)