platina

platform for the implementation of NAIADES

European Hull Database

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A.1 European Hull Data Exchange

A.1.1 Unique European Vessel Identification Number (ENI)

The EU research project COMPRIS project came to the conclusion that a unique identifier for vessels is necessary for the implementation of River Information Services. Past experience in the inland navigation sector has shown that the changing of identifiers of vessels creates a lot of problems for statistics, electronic databases and tracing the history of a vessel. Therefore, the introduction of a unique identifier for a vessel throughout the entire lifetime of a vessel is essential, especially considering the international character of inland navigation.

The unique European Vessel Identification Number (ENI) consists of eight Arabic characters and is a unique identifier of each craft. The ENI is issued only once and remains unchanged throughout the whole lifetime of the craft. The unique assignment of one ENI per vessel is a pre-requisite for the good functioning of inland navigation.

According to Directive 2006/87/EC on the technical requirements for inland waterway vessels and the Rhine Inspection Rules (RheinSchUO) and UN-ECE Resolution No. 61 on recommendations on harmonized Europe-wide technical requirements for inland navigation vessels, certain inland waterways vessels need a technical inspection before being allowed to sail on European inland waterways. Vessel certification authorities issue community certificates after technical inspections. A subset of the data of community certificates, the so-called minimum set of hull data, includes the Unique European Vessel Identification Number, the name, length, breadth of the vessel, whether it is single or double hull, etc.

According to Directive 2008/87/EC, the RheinSchUO and the Commission Regulation 164/2010 on the technical specifications for electronic ship reporting in inland navigation the minimum set of hull data has to be exchanged among vessel certification authorities and exchanged with RIS Authorities. Vessel certification authorities need this data for example in order to avoid assigning two European Vessel Identification Numbers for one vessel, whereas RIS Authorities need this data for several RIS applications such as keeping lock diaries and preparing lock statistics.

A.1.2 Unique European Vessel Identification Number (ENI)

The European Hull Database will facilitate such data exchange. During PLATINA the system implementation and pilot operation (for 2 years) of the European Hull Database is ongoing by means of the followings steps:

- Step 1: (Technical) system implementation of the European Hull Database
- Step 2: Pilot operation of the European Hull Database

- Step 3: Preparation of a legal agreement in order to ensure data privacy and data protection
- Step 4: Preparation of an operational concept for the future operation of the European Hull Database

A.1.3 (Technical) system implementation of the European Hull Database

On the basis of the “Functional specification of the Minimum Hull Database and its services”, which was approved by the Electronic Reporting Expert Group in June 2008, via donau, the responsible partner for the PLATINA task awarded the system implementation and pilot operation of the EU Hull Database after a public procurement procedure (see Annex II for details). The system implementation of the European Hull Database was concluded on 19.3.2010. Public procurement and system implementation was guided by an international Steering Committee.

The European hull database has to serve two main purposes:

- Providing information on vessels with a Unique European Vessel identification Number (ENI) and their certificates;
- Providing a possibility to check, whether a vessel has already an ENI

A typical action for the second purpose is to verify, that a vessel, which is defined by the technical details, is not present in the database.

On top of the hull database specific services are defined which enables the

- Maintenance of hull data
- Retrieval of hull data

These services will be available towards all participating authorities. Two types of authorities are identified, the ”Certification authorities” and “RIS authorities”. The accessibility of the services and the underlying hull data is regulated using access rights. These access rights define which authority is eligible to which service and data. In case an authority is allowed to access the hull data it depends on the role of the authority how the returned dataset will look like. Each role is defined within the European hull database as a preconfigured filter mechanism.

System overview:

Within the context of the minimal hull database the European hull database is split up in a Certification database and a RIS database. The structure of both databases will be similar and contains the following type of information:

- Hull data
- Logging of history
- Process related
- Role based access
- Referential data

- Depending on the role of the user access (access rights) is granted to one or both databases.

Certification authorities:

The Certifications authorities mainly provide the content of the hull database and are the owners of the hull data assigned on basis of the Technical Directive and the Rhine Inspection Rules. This content is stored into the Certification Database, which is only available to the Certification authorities. Besides the creation of hull data the certification authority has the possibility to transfer and (de)activate hull data. All other users, RIS operators, etc. only have access to the RIS database. The RIS database is a published version of the Certification database. In case of a notification (optional and mandatory parts) received from the RIS database then the Certification authority may update the Certification database to make issue the new vessel set.

RIS authorities and their RIS users:

In case of an update made by the RIS user a notification is sent towards the Certification authority as “owner” of the hull data. When the RIS user ascertains an abnormality for a certain vessel within the European hull database (RIS database) it is possible to mark the vessel in order to notify other RIS users. As long the hull data is not rectified the vessel remains indicated as being incorrect.

On creation of a vessel by the Certification authority or RIS user it is required to keep track of the issued ENI numbers. This means that the Certification database and the RIS database needs to be synchronised regarding the issued ENI numbers.

For a more detailed description of the functionality, reference is made to Annex 1, for the overview of the available documentation, reference is made to Annex. 2.

A.1.4 Pilot operation of the European Hull Database

The pilot operation started on 20.3.2010 and will end on 30.5.2012. The main objective of this phase is to provide the pilot service to “early” users and to gradually interconnect with additional vessel certification authorities and RIS authorities. At the time of the creation of this paper (January 2012), the following authorities have been participating in the pilot operation:

- The Netherlands
- Slovakia
- Romania
- Poland
- France
- Czech Republic
- Bulgaria
- Belgium
- Austria

The pilot operation of the European Hull Database has been guided by an international Steering Committee (see Annex 5 for its Terms of Reference).

A.1.5 Preparation of a legal agreement in order to ensure data privacy and data protection

Data protection legislation requires the definition of the use of data in case of transfer among the different authorities. Within the framework of the IRIS Europe II Legal Task Force a stepwise approach has been worked out:

- Phase 1: Exchange of letters
- Phase 2: Conclusion of an administrative agreement
- Phase 3: Possible additional legislation

Phase 1 dealt with the exchange of letters among via donau (as operator of the EHDB) and the authorities issuing ENIs enabling the start of the data exchange. The data were only be used for issuing ENIs, in particular avoiding assigning 2 ENIs for one vessel.

Phase 2 deals with the conclusion of an administrative agreement for full scale data exchange (including use for River Information Services and enforcement). The service agreement (see Annex 3 for details) was negotiated within the framework of IRIS Europe II and entered into force on 1.5.2011.

Phase 3 deals with the discussion of the need of possible additional legislation. The European Commission indicated that its plans to revise the EU legislation. The revision of 2.18 of the Technical Directive (2006/87/EC) and chapter 2.5 of the Commission Regulation (EU) No 164/2010 of 25 January 2010 for Electronic Reporting would make it mandatory for Member States to send the data for the identification of a vessel to a central register, i.e. European Hull Database, so that those can be made available to certification and RIS authorities in an efficient way.

A.1.6 Status of the European Hull Database as of 31.12.2011

Certification authorities from 8 countries and one RIS authority have already provided data of the vessels, which they assigned ENIs to. Data of the following certificates have been provided, details reflecting the state on 20.12.2011 are provided below.

- Community certificate (CEREU)
- Rhine certificate (CERRC)
- Certificate - national (CERNA)
- Provisional community certificate (PCEEU)
- Provisional Rhine certificate(PCERC)

- Supplementary community certificate (SCEEU)
- Ship registration certificate (REGEU)
- ADN certificate (ADNEU)
- ADNR certificate (ADNRC)
- ADN certificate – national (ADNNA)
- Ship measurement certificate - international convention (MEAEU)
- Ship measurement certificate – national (MEANA)
- Pleasure craft certificate – national (PCCNA)

Overview of the available data

owner authority	total number of vessels	ENI Date issued	Community certificate (CEREU)	Rhine certificate (CERRC)	Certificate - national (CERNA)	Provisional community certificate (PCEEU)	Provisional Rhine certificate(PCERC)	Supplementary community certificate (SCEEU)	Ship registration certificate (REGEU)	ADN certificate (ADNEU)	ADNR certificate (ADNRC)	ADN certificate – national (ADNNA)	Ship measurement certificate - international convention (MEAEU)	Ship measurement certificate – national (MEANA)	Pleasure craft certificate – national (PCCNA)
Austria	97	66	8							5				4	
Belgium	1089	206	51	544			107						1071		
Bulgaria	278	278			270										
Czech Republic	145	145	73	1	66	1			2				53		
France	1457	1457	603	388				133	1445						
Netherlands	6352		1431	4780	62							1852	6077		
Poland															
Romania	634	634	632						630	13			121		
Slovakia	1	1	1		1									1	
total	*10053*	*2787*	*2799*	*5713*	*399*	*1*	*107*	*133*	*2077*	*18*	*0*	*1852*	*7322*	*5*	*0*

In addition, RIS authorities have been providing data on the communication equipment dataset, which includes the following data, details reflecting the state on 10.1.2012 are provided below:

- Call sign
- ATIS code
- MMSI code
- MMSI code of the AIS transponder

owner authority	total number of vessels	Craft call sign	Craft ATIS code	Craft MMSI code	Craft MMSI code AIS
Austria	110	100	78	43	81
Belgium	1089	48		14	
Bulgaria	278	82	82	82	
Czech Republic	145	18	21		
France	1457				
Netherlands	6352	4641			3209
Poland					
Romania	634	113	114	2	
Slovakia	1				
total	*10066*	*5002*	*295*	*141*	*3290*

Actuality of the data: In fall 2011 vessel certification authorities committed an update rate of 2 months. With the revised bulk upload functionality, semi-automatic data updating is possible. Manual intervention is limited to the absolute minimum (e.g. if the owner of datasets change).

Number of users: In total, 62 users are interconnected to the European Hull Database.

Method of data exchange: The predominant method of data exchange is still the usage of the Graphical User Interface. Fully operational webservice interconnections have been established successfully by 4 countries, several others have started the development of such services.

A.2 Annex 1: Outline of the functionality of the European Hull Database

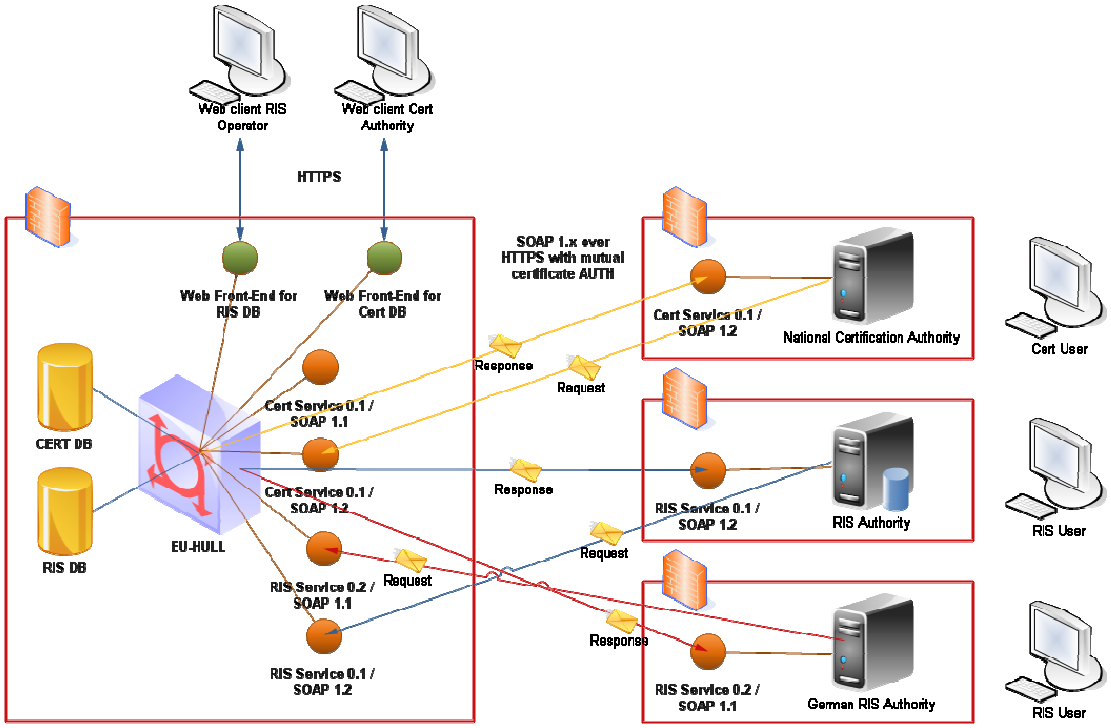
Outline of the Functional Requirements
The European Hull Database fulfils the following functional requirements.

Nr.	Use Case	Objective	Short Description
FR23.01	Search Vessel Data	This use case enables the User to search for vessel(s) for which (s)he'd like to get more information.	The system searches in the central hull database of European vessels and returns the result of the query: none, one or more than one vessels are returned. ▪ In case no vessels are found, a status message is presented that no vessel matches the search criteria. ▪ In case one or more vessels are found, a list of vessels is returned with all defined elements
FR23.02	View and print Vessel Data	View Vessel data	Detailed vessel data is displayed according to the read access rights of the user
FR23.03	Create record	This use case enables the User to create a new dataset	The User provides the data using the message (defined in the Detailed Interface Specification). The data provided for inserting a new record must meet the requirements as defined in the XSD. It is required to consider mandatory/optional fields and the use of enumerations and repetition data elements.
FR23.04	Create record (equipment dataset)	This use case enables the User to create a new main dataset	The User provides a new main dataset containing at least mandatory data fields. Optional and conditional data fields can be provided, too.
FR23.05	Create record (other dataset)	This use case enables the User to create a new equipment or certificate dataset	The User enters the new equipment hull data containing at least mandatory data fields. Optional data fields can be provided, too.
FR23.06	Upload data (Bulk)	This Use Case offers the possibility to upload XML file into the System.	This Use Case offers the possibility to upload the XML file into The European Hull Database containing multiple data records with maximum of 100 vessels at a time.
FR23.07	Update data	The main objective of this use case is to provide actors the possibility to update datasets.	A hull data set can only be updated after its creation and after performing a search for the corresponding dataset. There are three subsets of hull data, which can be updated separately. Only authorised actors are allowed to save the updated data. No user is allowed to delete data
FR23.08	Create and store History Entry	History entries are generated by the system	Any modification occurs in the Hull Dataset a history entry is generated by the system, containing date and time, the modified Hull Data record identification, modifying/creating user, what and why has been changed, remarked by the user.
FR23.09	View History entries	History entries are displayed	All history entries are displayed, in a table format on data field level (1 entry per changed data field)
FR23.10	Notification of changed data	Notification message about the dataset being created or updated is generated	System generates notification message about the dataset being created or updated, if the Owner is different from the creator of the new dataset.
FR23.11	Notification of incorrect data	This use case makes it possible to mark attributes	In case vessel data is found incorrect by an operator it is possible to mark the vessel within the RIS database in order to notify other operators when using the vessel data.

		as incorrect	
FR23.12	Move	This use case Move enables a user to take over the responsibility over a dataset.	The user who wants to take over the responsibility has the ability to initiate the transfer, using a so called pull mechanism. The date-time and authority attribute of the vessel data at the root level will be provided with a new date and authority will be changed towards the new authority.
FR23.13	Set vessel (not) active	Owner of the main dataset sets the vessel as (Not) Active	If a hull is scrapped (completely demolished) or transferred to a non-participating partner, it is marked as "(not) active" by the Owner of the main dataset.
FR23.14	Publishing Certification data-base datasets	Publish Certification database to the RIS Database	Frequently (at least twice a day), the certification database is published to the RIS Database.
FR23.15	Synchronizatio n local data storage and RIS operator hull database	Synchronization mechanism between the local database and The European Hull Database	To be able to update the local storage, a synchronization mechanism is implemented. This mechanism provides the possibility: - to obtain a collection of updates since a provided global revision number or a timestamp - to obtain a full database dump by global revision number 0 or the timestamp 00-00-0000 00:00:00
FR23.16	Call for updates regarding RIS operator database	Overview of all mutated vessels	Authorities are responsible for the processing of all proposed changes by the Users. The current functionality of the hull database provides a notification by e-mail and by providing an overview of all mutated vessels given a request message.
FR23.17	Create reports	Export search results	If User chooses to export search result list, a Report is created based on the search criteria.
FR23.18	Query statistics	Count the results of a search	If User chooses to count the results of the search, information about the number of vessels that are meeting the search criteria specification is provided.
FR23.19	Withdraw certificate	Withdraw expired certificate	User sets the expiration date for the specific certificate
FR23.20	Mark certificate for revocation	Certificate needs to be revoked	User selects „mark for revocation" for the specific dataset.
FR23.21	Copy datasets	Datasets have to be copied from the RIS database to the Certification database	If there are new datasets in the RIS database which haven't been copied yet to the Certification database, or the same datasets exist in both databases but they haven't been published yet, then they have to be copied manually from the RIS database to the Certification database.

Outline of the Detailed Interface Specification

Access to The European Hull Database is possible by means of a web-frontend, but also by means of webservices. In the following, an outline of the detailed interface specification is provided.



The European Hull Database system provides **web front-end** and **web service** interfaces towards users and external systems. Behind the European Hull Databasesystem there are two logically separated database sharing users, roles, etc...

To use the web front-end, only a browser is needed. Communication is secured by HTTPS. Beyond the Use Cases, the web front-end provides the administration interface of users, organizations, external system, etc... Vessel related use cases are available through web services as well.

The European Hull Database provides different web service interface for RIS and Cert DB, over different protocols (SOAP 1.1, SOAP 1.2) and different Hull_data versions (v0p8, v1p2), using SOAP 1.1 for the best interoperability and SOAP 1.2 for aligning to the latest standards. These web services offer the same functions and support two Hull_data format at the moment. The asynchronous manner of the communication demands web services on the client side for delivering receipt and answers. Clients can decide which SOAP version to use. It is also possible to send messages via SOAP 1.1 and receive responses via SOAP 1.2. The European Hull Database system can communicate on both. The web service communication is secured by HTTPS and authenticated through certificates.

The figure above depicts two web users and three external systems, one certification authority and two RIS operators. The certificate authority sends request through the Cert web service over SOAP 1.2. The RIS operators use the RIS service, but on different SOAP protocol.

Functional Requirements – Use Cases – Scenarios

Use cases can be mapped to a couple of **scenarios**. Artifact references point to subfolders in Use Cases folder.

Functional Requirements – Use Case mapping:

FR	Use Case	Description
FR_21.01 User Login	All	Every Req_Data, Not_Data header contains user credentials,

FR	Use Case	Description
		so user is authenticated at every request.
FR_21.02 User Logoff	-	As no session is maintained between requests, this functionality doesn't have to be implemented
FR_21.03 User Logoff (timeout)	-	Same as FR_21.02
FR_21.04 Number of retries	-	Web Service is protected by mutual certificate authentication. This functionality doesn't have to be implemented.
FR_21.05 User accepts Terms & Conditions via Web-interface	-	No use
FR_21.06 User accepts Terms & Conditions via email	-	Separated from web service communication
FR_23.01 Search Vessel data	Use Case 1	Req_Data/Vessels, Req_Data/NextENI
FR_23.02 View and print Vessel data		See FR_23.01, no print
FR_23.03 Create record	Use Case 1.2	
FR_23.04 Create record (main dataset)	Use Case 1.2	
FR_23.05 Create record (other dataset)	Use Case 1.2	
FR_23.06 Upload data (Bulk)	Use Case 1.2/Use Case 1.4	Bulk upload is the sequence of Create and Update.
FR_23.07 Update data	Use Case 1.4	
FR_23.08 Create and store History entry	-	Automatically done at Use Case 1.2 and 1.4
FR_23.09 View history entries	-	
FR_23.10 Notification of changed data	-	Parties notified by email, automatically triggered by Use Case 1.2 and 1.4
FR_23.11 Notification of incorrect data	Use Case 1.5	
FR_23.12 Move	Use Case 1.6	Use Case 1.2 and 1.4 can also move automatically before changing the dataset.
FR_23.13 Set vessel (not) active	Use Case 1.7	
FR_23.14 Publishing Certification database datasets	-	
FR_23.15 Synchronization local data storage and RIS operator hull database	Use Case 1.9	
FR_23.16 Call for updates regarding RIS operator	Use Case	

FR	Use Case	Description
database	1.10	
FR_23.17 Create reports	-	
FR_23.18 Query statistics	Use Case 1	Req_Data/Stat
FR_23.19 Withdraw certificate	Use Case 1.4_2	

Use case inventory:

Use Case	Artifact reference	Scenario
UC1_Search_Vessel	UC1_Req_Data_Vessels_1.xml UC1_v0p2_Req_Data_Vessels_1.xml UC1_Req_Data_Stat_2.xml UC1_v0p2_Req_Data_Stat_2.xml	Search Vessel, Search Statistics,
UC1_Search_Vessel	UC1_Req_Data_Next_ENI_3.xml UC1_Req_Data_Next_ENI_3.xml	Get Next ENI
UC1.2_Create_Vessel	UC1.2_Not_Data_1.xml UC1.2_v0p2_Not_Data_1.xml	Save Vessel
UC1.3_Bulk_Upload	-	Sequence of Create/Update Vessel
UC1.4_Update_Vessel	UC1.4_Not_Data_1.xml UC1.4_v0p2_Not_Data_1.xml	Save Vessel
UC1.4_Update_Vessel /Mark certificate for revocation	UC1.4_Not_Data_2.xml UC1.4_v0p2_Not_Data_2.xml	Save Vessel
UC1.4_Update_Vessel /Withdraw certificate	UC1.4_Not_Data_3.xml UC1.4_v0p2_Not_Data_3.xml	Save Vessel
UC1.5_Notify_Incorrectness	UC1.5_Not_Data_1.xml UC1.5_v0p2_Not_Data_1.xml	Save Vessel
UC1.6_Move	UC1.6_Not_Data_1.xml UC1.6_v0p2_Not_Data_1.xml	Save Vessel
UC1.7_(De)Activate	UC1.7_Not_Data_1.xml UC1.7_v0p2_Not_Data_1.xml	Save Vessel
UC1.8_Publishing Dataset	-	-
UC1.9_Sync_local_data_storage	UC1.9_Req_Data_Sync.xml UC1.9_v0p2_Req_Data_Sync.xml	Sync Vessel
UC1.10_Call_for_updates	UC1.10_Req_Data_Vessels_1.xml	Search Vessel

Use Case	Artifact reference	Scenario
	UC1.10_v0p2_Req_Data_Vessels_1.xml	

A vessel has multiple datasets defined: **main, equipment, certificate**. As the Hull_data is the recommended format of communication. This format would contain as much information as it can. Other attributes, which are not scope of Hull_data handled separately.

It is possible to modify multiple datasets at a time, but mandatory Hull_data fields must present, even only the ENI is used for identification. A special fieldset (**DataSets**) in HullData denotes, which dataset is intended to update in a EuHull_Not_Data message. In the response message (EuHull_Resp_Data) it only lists all the owner of datasets. In Not_Data RevNo is necessary avoding concurrent modifications of a dataset. RevNo comes from a db sequence and incremented at every update of the dataset. In case of an update this RevNo contains the last RevNo of an update. If it differs from the one in the database, the user is informed about unsuccessful update because the dataset has already been modified in the database.

External systems utilize local synchronization, updates record locally and then upload to the European Hull Database system later can introduce some provisions to lessen the update conflicts.

- Synchronize local copy frequently.
- Synchronize before (or under in separate thread) the edit of vessel to refresh a vessel or detect a conflict early.
- Provide functionality to automatic or manual merge. If automatic merge is not possible, the updater must be notified about the conflict.
- Update vessels through the European Hull Database Web Front-End.

A.3 Annex 2: Table of contents of relevant documentation

In addition to the executable code and the source code, the following documentation is provided to the European Commission as confidential annex to this report:

- System Concept (in total 10 pages)
- System Architecture (in total 13 pages)
- Database Schema (in total 27 pages)
- Interface Specification (in total 50 pages)
- Functional Requirements (in total 72 pages)
- Non-Functional Requirements (in total 26 pages)
- Reports (in total 11 pages)
- Failure Analysis Report (in total 15 pages)
- Security Plan (in total 11 pages)
- Installation and Configuration Guide (in total 33 pages)
- Operational, Maintenance and Repair Guide (in total 21 pages)
- Detailed Interface Specification (in total 50 pages)
- User Manual for Users (in total 31 pages)
- User Manual for Administrators (in total 26 pages)

A.3.1 System Concept

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SERVICE AGREEMENT ON EUROPEAN HULL DATA EXCHANGE	ARRANGEMENT ADMINISTRATIF relatif à L'ÉCHANGE EUROPEEN DE DONNÉES DES BATEAUX
PREAMBLE	**PRÉAMBULE**
WHEREAS Directive 2006/87/EC of the European Parliament and of the Council of 12 December 2006 laying down technical requirements for inland waterway vessels and repealing Council Directive 82/714/EEC as amended by Commission Directive 2008/87/EC of 22 September 2008 amending Directive 2006/87/EC of the European Parliament and of the Council laying down technical requirements for inland waterway vessels (in the following: DIRECTIVE 2006/87/EC) foresees in its Article 2.18 of Annex II – *inter alia* - that a unique European Vessel Identification Number (in the following: ENI) shall be introduced and assigned to the vessels falling within the scope of application of DIRECTIVE 2006/87/EC,	Considérant que la directive 2006/87/CE du Parlement européen et du Conseil du 12 décembre 2006 établissant les prescriptions techniques des bateaux de la navigation intérieure et abrogeant la directive 82/714/CEE du Conseil telle qu'amendée par la directive 2008/87/CE de la Commission du 22 septembre 2008 modifiant la directive 2006/87/CE du Parlement européen et du Conseil établissant les prescriptions techniques des bateaux de la navigation intérieure (ci-après « directive 2006/87/CE ») prévoit, entre autres, à l'article 2.18 de l'annexe II, l'introduction d'un numéro européen unique d'identification des bateaux (ci-après dénommé ENI) à attribuer aux bâtiments auxquels s'applique la directive 2006/87/CE ;
WHEREAS DIRECTIVE 2006/87/EC further on foresees in its Article 2.18 of Annex II – inter alia – that the competent authority according to DIRECTIVE 2006/87/EC shall make all necessary arrangements in order to inform all other competent authorities according to DIRECTIVE 2006/87/EC of each assigned ENI as well as of other data for the identification of the vessel as specified in Appendix IV to Annex II of DIRECTIVE 2006/87/EC,	Considérant que la directive 2006/87/CE prévoit, en outre, à l'article 2.18 de l'annexe II que l'autorité compétente aux termes de cette même directive doit prendre toutes les dispositions nécessaires pour informer toutes les autres autorités compétentes au titre de la directive 2006/87/CE de toute attribution par elle d'un numéro européen d'identification et pour leur communiquer les autres données nécessaires à l'identification du bateau visées à l'appendice IV de l'annexe II de la directive 2006/87/CE ;

WHEREAS further on DIRECTIVE 2006/87/EC foresees in its Article 2.18 of Annex II – inter alia – that “these data may be made available to competent authorities of other Member States, Contracting States of the Mannheim Convention and, as far as an equivalent level of privacy is guaranteed, to third countries on the basis of administrative agreements in order to perform administrative measures for maintaining safety and ease of navigation and the implementation of Articles 2.02 to 2.15 and Article 2.18 (3) as well as Articles 8, 10, 11, 12, 15, 16 and 17” of DIRECTIVE 2006/87/EC,

Considérant que la directive 2006/87/CE prévoit également à l’article 2.18 de l’annexe II que : « ces données peuvent être mises à la disposition des autorités compétentes des autres États membres, des États signataires de la convention de Mannheim et, dans la mesure où une protection équivalente des données peut être assurée, des autorités compétentes d’États tiers, sur la base d’accords administratifs, afin que ces autorités puissent mettre en œuvre des mesures administratives visant à maintenir la sécurité et le bon ordre de la navigation et à appliquer les articles 2.02 à 2.15 et l’article 2.18, paragraphe 3, ainsi que les articles 8, 10, 11, 12, 15, 16 et 17 » de la directive 2006/87/CE ;

WHEREAS Commission Regulation (EC) No 2010/164 of 25.1. defining the technical specifications for electronic ship reporting in inland navigation referred to in Article 5 of Directive 2005/44/EC of the European Parliament and of the Council on harmonized river information services (RIS) on inland waterways in the Community (in the following: ELECTRONIC SHIP REPORTING REGULATION) foresees in 2.5 of its Annex – inter alia – that “unless the craft possesses a European vessel identification number at the time when it needs a European vessel identification number to participate in River Information Services (RIS), it shall be assigned to that craft by the competent authority of the Member State in which the craft has been registered or has its home port”,

Considérant que le règlement (UE) n°164/2010 de la Commission du 25 janvier 2010 relatif aux spécifications techniques des systèmes de notification électronique des bateaux en navigation intérieure, visées à l’article 5 de la directive 2005/44/CE du Parlement européen et du Conseil relative à des services d’information fluviale (SIF) harmonisés sur les voies navigables communautaires (ci-après « règlement sur la notification électronique des bateaux »), prévoit entre autres au chapitre 2.5 de son annexe que : « sauf si le bâtiment possède déjà un numéro européen d’identification au moment où ce numéro lui est demandé pour participer aux services d’information fluviale (SIF), ce numéro lui sera attribué par l’autorité compétente de l’État membre dans lequel le bateau est enregistré ou dans lequel il a son port d’attache » ;

WHEREAS the ELECTRONIC SHIP REPORTING REGULATION foresees in 2.5 of its Annex – inter alia - further on that “as far as crafts from countries where an assignation of a European vessel identification number is not possible are concerned, the European vessel identification number shall be assigned by the competent authority of the Member State, where the vessel needs a European vessel identification number for the participation in RIS for the first time”,

Considérant que le règlement sur la notification électronique des bateaux prévoit, entre autres, au chapitre 2.5 de son annexe que : « pour les bateaux des pays où l’attribution d’un numéro européen d’identification est impossible, le numéro européen d’identification doit être attribué par l’autorité compétente de l’État membre qui, pour la première fois, exigera ce numéro pour que le bateau puisse participer aux SIF » ;

WHEREAS the ELECTRONIC SHIP REPORTING REGULATION foresees in 2.5 of its Annex – inter alia – further on that “each competent authority (…) shall make all necessary arrangements in order to inform all other competent authorities (…) of each European vessel identification number it assigns as well as of data for the identification of the vessel set out in Appendix IV of Annex II of Directive

Considérant que le règlement sur la notification électronique des bateaux prévoit également au chapitre 2.5 de son annexe que **:** « chaque autorité compétente (...) devra prendre les dispositions nécessaires pour informer toutes les autres autorités compétentes (...) de chaque nouveau numéro d’identification européen qu’elle aura attribué, accompagné des données nécessaires à l’identification du bateau, définies à l’appendice IV

2006/87/EC”,

de l’annexe II de la directive 2006/87/CE » ;

WHEREAS the ELECTRONIC SHIP REPORTING REGULATION foresees in 2.5 of its Annex – inter alia – further on that “these data shall be made available to competent authorities of other Member States, Contracting States of the Mannheim Convention and, as far as an equivalent level of privacy is guaranteed, to third countries on the basis of administrative agreements in order to perform administrative measures for maintaining safety and ease of navigation”,

Considérant que le règlement sur la notification électronique des bateaux prévoit entre autres au chapitre 2.5 de son annexe que : « ces renseignements peuvent être mis à la disposition des autorités compétentes des autres États membres, des États signataires de la convention de Mannheim et, sous réserve de garantir un niveau de confidentialité équivalent, aux pays tiers sur la base d’accords administratifs afin de prendre les mesures administratives nécessaires au maintien de la sécurité et de la fluidité de la navigation » ;

WHEREAS the competent authorities responsible for the implementation of DIRECTIVE 2006/87/EC and of Directive 2005/44/EC of the European Parliament and of the Council of 7 September 2005 on harmonized river information services (RIS) on inland waterways in the Community (in the following: DIRECTIVE 2005/44/EC) as well as of the ELECTRONIC SHIP REPORTING REGULATION acting on behalf of the Austrian side, as well as the Belgian side, as well as the Bulgarian side, as well as the Czech side, as well as the Dutch side, as well as the French side , as well as the Slovak side, as well as the Polish side, as well as the Romanian side, (in the following: THE PARTIES) have come to the conclusion that close cooperation is necessary for the effective enforcement of common objectives concerning inland waterway transport in Europe,

Considérant que les autorités compétentes pour l’application de la directive 2006/87/CE et de la directive 2005/44/CE du Parlement Européen et du Conseil du 7 septembre 2005 relative à des services d’information fluviale (SIF) harmonisés sur les voies navigables communautaires (ci-après « directive 2005/44/CE »), ainsi que du règlement sur la notification électronique des bateaux, de l’Autriche, la Belgique, la Bulgarie, la France, les Pays-Bas, la Pologne, la Roumanie, la Slovaquie et la République tchèque, (ci-après « les Parties ») sont parvenues à la conclusion qu’une étroite coopération est nécessaire pour mettre en oeuvre les objectifs communs en matière de transport sur les voies navigables intérieures en Europe ;

WHEREAS THE PARTIES to this Service Agreement on European Hull Data Exchange (in the following: AGREEMENT) are convinced that a sound legal basis for the exchange of each assigned ENI as well as of other data for the identification of the vessel as specified in Appendix IV to Annex II of DIRECTIVE 2006/87/EC – as foreseen in DIRECTIVE 2006/87/EC and in the ELECTRONIC SHIP REPORTING REGULATION – (in the following: HULL DATA) is necessary for the foreseen exchange of HULL DATA,

Considérant que les Parties au présent arrangement administratif relatif à l’échange européen de données des bateaux (ci-après « Accord ») sont convaincues que pour permettre l'échange envisagé de données des bateaux, une base juridique solide relative à l’échange de chaque ENI attribué et des autres données d'identification des bateaux spécifiées à l'appendice IV de l'annexe II de la directive 2006/87/CE (ci-après les « données des bateaux ») - comme prévu dans ladite directive et dans le règlement sur la notification électronique des bateaux - est nécessaire ;

WHEREAS THE PARTIES have come to the conclusion that - provided a sound legal basis exists – the central collection, processing and storage of HULL DATA is the most efficient, timely and economically viable solution for the challenges of inland waterway transport in Europe,

Considérant que les Parties sont parvenues à la conclusion que, dès lors qu'une base juridique solide existe, la collecte, le traitement et le stockage centralisés des données des bateaux est la solution la plus efficace, rapide et viable d’un point de vue économique au regard des défis à relever par le transport fluvial en Europe ;

WHEREAS THE PARTIES have taken notice of the

Considérant que les Parties notent qu’un

fact that a multi-annual action programme for the promotion of inland waterway transport was launched in 2006 under the name of NAIADES – Navigation and Inland Waterway Action and Development in Europe (in the following: NAIADES),

programme d'action pluriannuel pour la promotion du transport sur les voies navigables intérieures à été lancé en 2006 sous le nom de NAIADES (Navigation Intérieure : Action et Développement en Europe) (ci-après Naiades) ;

WHEREAS THE PARTIES have further on taken notice of the fact that in 2008 the Platform for the implementation of NAIADES (in the following: PLATINA) was launched by the European Commission with the aim of supporting the implementation of NAIADES,

Considérant que les Parties notent également qu'en 2008 la plateforme pour la mise en œuvre de Naiades (ci-après Platina) a été lancée par la Commission européenne pour soutenir la mise en oeuvre de Naiades ;

WHEREAS THE PARTIES have further on taken notice of the fact that – within the framework of PLATINA – the Austrian waterway company via donau – Österreichische Wasserstraßen-Gesellschaft m.b.H. (in the following: VIA DONAU) – 100 % of which are owned by the Austrian side – has instructed a private third party with the development, the implementation and the pilot operation of a "European Hull Data Base" (in the following: EHDB) - which – in a pilot phase - could serve as a central hub for the collection, processing, storage and exchange of HULL DATA,

Considérant que les Parties notent en outre que, dans le cadre de Platina, la société autrichienne Via Donau – Österreichische Wasserstraßen-Gesellschaft m.b.H. (ci-après « Via Donau »), à 100 % autrichienne, a chargé une société privée tierce de développer, mettre en oeuvre et gérer l'opération pilote d'une « base européenne de données des bateaux » (European Hull Data Base, ci-après abrégée en EHDB) pouvant, en phase pilote, servir de pivot central pour la collecte, le traitement, le stockage et l'échange de données des bateaux ;

WHEREAS THE PARTIES agree that this EHDB shall – at present though only for a pilot phase - be used as central hub for the collection, processing, storage and exchange of HULL DATA on behalf of and between THE PARTIES to this AGREEMENT,

Considérant que les Parties conviennent que cette EHDB sera (actuellement uniquement en phase pilote) utilisée comme pivot central pour la collecte, le traitement, le stockage et l'échange de données des bateaux pour le compte et entre les Parties à l'Accord ;

WHEREAS THE PARTIES are aware of the data protection concerns with regard to the envisaged use – though only for a pilot phase - of a central EHDB for the collection, processing, storage and exchange of HULL DATA on behalf of and between THE PARTIES to this AGREEMENT and,

Considérant que les Parties sont conscientes des préoccupations relatives à la protection des données qui découlent de l'utilisation envisagée (même si ce n'est qu'en phase pilote) de l'EHDB pour la collecte, le traitement, le stockage et l'échange de données des bateaux pour le compte et entre les Parties à l'Accord et,

WHEREAS THE PARTIES are convinced that clear rules for the central collection, processing, storage and exchange of HULL DATA on behalf of and between THE PARTIES to this AGREEMENT – even though only for a pilot phase - have to be defined,

Considérant que les Parties sont convaincues que des règles claires doivent être définies (même si ce n'est que pour la phase pilote) pour la collecte, le traitement, le stockage et l'échange centralisés des données des bateaux pour le compte et entre les Parties à l'Accord ;

THE PARTIES TO THIS AGREEMENT HAVE AGREED AS FOLLOWS

LES PARTIES A L'ACCORD ONT DONC CONVENU CE QUI SUIT :

Article 1.

Article 1. LA BASE EUROPENNE DE DONNÉES

THE EUROPEAN HULL DATA BASE

1. THE PARTIES have taken notice and are aware of the fact that an EHDB has been developed and implemented and is – in a pilot phase – factually operated by a private third party which in turn has been instructed by and is contractually bound to VIA DONAU – indirectly acting for PLATINA.

2. THE PARTIES have taken notice and are aware of the fact that the EHDB is based on and – in general terms - described in a document worked out by the ERI working group on Hull Data and Unique ID and approved by the Electronic Reporting International (ERI) expert group. The said document is attached as ANNEX I to this AGREEMENT.

3. THE PARTIES agree that ANNEX I to this AGREEMENT shall form the basic functional and technical configuration of the EHDB for the purposes of this AGREEMENT, whereas the purpose of this agreement is to set out conditions of use for the exchange of data for the identification of vessels by means of the EHDB and to provide access of this data to the competent authorities responsible for the maintaining safety and ease of navigation.

4. THE PARTIES have taken notice and are aware of the fact that the detailed functional and technical configuration of the EHDB has been developed by VIA DONAU based on the basic functional and technical configuration of the EHDB as described in ANNEX I to this AGREEMENT in close cooperation with authorities of THE PARTIES competent for the implementation of DIRECTIVE 2006/87/EC and of DIRECTIVE 2005/44/EC as well as of the ELECTRONIC SHIP REPORTING REGULATION. The detailed description of the functional and technical configuration of the EHDB is attached as ANNEX II to this AGREEMENT.

5. THE PARTIES agree that ANNEX II to this AGREEMENT shall form the detailed functional and technical configuration of the EHDB for the purposes of this AGREEMENT.

6. THE PARTIES agree that HULL DATA shall – during the period for which this AGREEMENT will be in force – be collected, processed and stored on behalf of THE PARTIES to this AGREEMENT and exchanged between THE PARTIES to this AGREEMENT:

(a) using the EHDB

(b) based upon and taking into consideration the

DES BATEAUX

1. Les Parties sont informées et conscientes du fait qu'une EHDB a été développée et mise en oeuvre et est effectivement exploitée (en phase pilote) par une société privée tierce qui a reçu sa mission de et est contractuellement liée à Via Donau, agissant indirectement pour Platina.

2. Les Parties sont informées et conscientes du fait que l'EHDB se fonde sur et est décrite, dans ses grandes lignes, dans un document établi par le groupe de travail ERI sur les données des bateaux et l'identification unique et approuvé par le groupe d'experts annonces électroniques (ERI). Ledit document est joint à l'Annexe I.

3. Les Parties conviennent que l'Annexe I du présent Accord constitue la configuration fonctionnelle et technique de base de l'EHDB dans le cadre de l'Accord, étant entendu que l'objet de ce dernier est de définir les conditions d'utilisation de l'EHDB pour l'échange des données des bateaux et de donner accès à ces données aux autorités compétentes pour le maintien de la sécurité et de la fluidité de la navigation.

4. Les PARTIES au présent Accord sont informées et conscientes que la configuration fonctionnelle et technique détaillée de l'EHDB a été développée par Via Donau sur la base de la configuration fonctionnelle et technique de l'EHDB décrite à l'Annexe I de l'Accord, en étroite coopération avec les autorités compétentes des Parties pour la mise en oeuvre des directives 2006/87/CE et 2005/44/CE ainsi que du règlement sur la notification électronique des bateaux. La description détaillée de la configuration fonctionnelle et technique de l'EHDB est jointe à l'Annexe II.

5. Les Parties conviennent que l'Annexe II de l'Accord constitue la configuration détaillée fonctionnelle et technique de l'EHDB dans le cadre du présent Accord.

6. Les Parties conviennent que les données des bateaux, pendant la durée de validité du présent Accord, sont recueillies, traitées et stockées pour leur compte et échangées entre elles :

1. en utilisant l'EHDB,

2. en tenant compte de la configuration fonctionnelle et technique de l'EHDB telle que présentée dans les Annexes I et II de l'Accord, et

functional and technical configuration of the EHDB – as contained in ANNEX I and ANNEX II to this AGREEMENT – and

(c) based upon the rules agreed upon and contained in this AGREEMENT.

3. sur la base des règles convenues et prévues dans le présent Accord.

Article 2. THE SETS OF DATA TO BE COLLECTED, PROCESSED AND STORED IN AS WELL AS EXCHANGED VIA THE EUROPEAN HULL DATA BASE

1. THE PARTIES agree that the HULL DATA – as specified in ANNEX III to this AGREEMENT – of THE PARTIES to this AGREEMENT shall be collected, processed and stored on behalf of THE PARTIES to this AGREEMENT in the EHDB.

2. THE PARTIES agree that the HULL DATA – as specified in ANNEX III to this AGREEMENT – of THE PARTIES to this AGREEMENT shall be exchanged between THE PARTIES to this AGREEMENT via the EHDB.

Article 2. ENSEMBLES DE DONNÉES À COLLECTER, TRAITER ET STOCKER ET ÉCHANGER PAR LE BIAIS DE LA BASE DE DONNÉES EUROPÉENNE DES BATEAUX

1. Les Parties conviennent que les données des bateaux (visées à l'Annexe III du présent Accord) fournies par elles sont collectées, traitées et stockées pour leur compte dans l'EHDB.

2. Les Parties conviennent que les données des bateaux (visées à Annexe III de l'Accord) sont échangées entre lesdites PARTIES par le biais de l'EHDB.

Article 3. COLLECTION, PROCESSING AND STORAGE OF HULL DATA IN THE EUROPEAN HULL DATA BASE

1. THE PARTIES agree that the collection, processing and storage of the HULL DATA of THE PARTIES to this AGREEMENT in the EHDB shall be effected according to the functional and technical configuration of the EHDB as contained in ANNEX I and ANNEX II to this AGREEMENT.

2. THE PARTIES agree that the HULL DATA of THE PARTIES to this AGREEMENT shall be forwarded by the competent authorities of THE PARTIES to this AGREEMENT specified in ANNEX IV to this AGREEMENT (in the following: authorities specified in ANNEX IV) to the EHDB (in the following: HULL DATA I) for collection, processing and storage as described in detail in ANNEX I and ANNEX II to this AGREEMENT.

3. THE PARTIES agree that the HULL DATA of THE PARTIES to this AGREEMENT shall be forwarded by the competent authorities of THE PARTIES to this AGREEMENT specified in ANNEX V to this AGREEMENT (in the following: authorities specified in ANNEX V) to the EHDB (in the following: HULL DATA II) for collection, processing and storage as described in detail in ANNEX I and ANNEX II to this AGREEMENT.

Article 3. COLLECTE, TRAITEMENT ET STOCKAGE DES DONNÉES D'IDENTIFICATION DES BATEAUX DANS LA BASE DE DONNÉES EUROPÉENNE DES BATEAUX

1. Les Parties conviennent que la collecte, le traitement et le stockage de leurs données des bateaux dans l'EHDB, s'effectuent conformément à la configuration fonctionnelle et technique de l'EHDB présentée dans les Annexes I et II du présent Accord.

2. Les Parties conviennent que leurs données des bateaux sont transmises à l'EHDB par leurs autorités compétentes visées à l'ANNEXE IV du présent Accord (ci-après « les autorités visées à l'Annexe IV ») aux fins de collecte, de traitement et de stockage (ci-après les « données des bateaux I **»**), ainsi que décrit de manière détaillée dans les Annexes I et II du présent Accord.

3. Les Parties conviennent que leurs données des bateaux sont transmises à l'EHDB par leurs autorités compétentes visées à l'Annexe V du présent Accord (ci-après « les autorités visées à l'Annexe V ») aux fins de collecte, de traitement et de stockage (ci-après les « données des bateaux II »), ainsi que décrit de manière détaillée dans les Annexes I et II du présent Accord.

Article 4. EXCHANGE OF HULL DATA VIA THE EUROPEAN HULL DATA BASE

1. THE PARTIES agree that the exchange of the HULL DATA of THE PARTIES to this AGREEMENT between THE PARTIES to this AGREEMENT via the EHDB shall be effected according to the functional and technical configuration of the EHDB as contained in ANNEX I and ANNEX II to this AGREEMENT.

2. THE PARTIES agree that HULL DATA I shall be made available by the EHDB to the authorities specified in ANNEX IV as described in detail in ANNEX I and ANNEX II to this AGREEMENT.

3. THE PARTIES agree that HULL DATA I shall be made available via the EHDB to the authorities specified in ANNEX V as described in detail in ANNEX I and ANNEX II to this AGREEMENT.

4. THE PARTIES agree that HULL DATA II shall be made available by the EHDB to the authorities specified in ANNEX IV and ANNEX V as described in detail in ANNEX I and ANNEX II to this AGREEMENT.

5. THE PARTIES agree that the authorities specified in ANNEX V shall inform the authorities specified in ANNEX IV of discrepancies between HULL DATA I and HULL DATA II as described in detail in ANNEX I and ANNEX II to this AGREEMENT.

Article 4. ÉCHANGE DE DONNÉES D'IDENTIFICATION DES BATEAUX VIA LA BASE DE DONNÉES EUROPÉENNE DES BATEAUX

1. Les Parties conviennent que l'échange de leurs données des bateaux entre elles via l'EHDB s'effectue conformément à la configuration fonctionnelle et technique de l'EHDB mentionnée dans les Annexes I et II du présent Accord.

2. Les Parties conviennent que les données des bateaux I sont mises à la disposition des autorités visées à l'Annexe IV, via l'EHDB, ainsi que détaillé dans les Annexes I et II du présent Accord.

3. Les Parties conviennent que les données des bateaux I sont mises à la disposition des autorités visées à l'Annexe V, via l'EHDB, ainsi que détaillé dans les Annexes I et II du présent Accord.

4. Les Parties conviennent que les données des bateaux II sont mises à la disposition des autorités visées dans les Annexes IV et V, via l'EHDB, ainsi que détaillé dans les Annexes I et II du présent Accord.

5. Les Parties conviennent que les autorités visées à l'Annexe V informent les autorités visées à l'Annexe IV des discordances entre les données des bateaux I et les données des bateaux II ainsi que détaillé dans les Annexes I et II du présent Accord.

Article 5. PERMITTED USE OF DATA

1. THE PARTIES agree that HULL DATA I may only be:

(a) collected, processed and stored by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC and the purposes described in DIRECTIVE 2005/44/EC and in the ELECTRONIC SHIP REPORTING REGULATION - and

(b) made available to the authorities specified in ANNEX IV by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC - and

(c) made available to the authorities specified in

Article 5. UTILISATION AUTORISÉE DES DONNÉES

1. Les Parties conviennent que les données des bateaux I peuvent seulement :

(a) être collectées, traitées et stockées dans l'EHDB pour les objectifs du présent Accord - décrits dans les directives 2006/87/CE et 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux, et

(b) être mises à disposition des autorités visées à l'Annexe IV via l'EHDB pour les objectifs du présent Accord – décrits dans la directive 2006/87/CE, et

(c) être mises à disposition des autorités visées à l'Annexe V via l'EHDB pour les objectifs du présent

Annex V via the EHDB for the purposes of this Agreement – the purposes described in Directive 2005/44/CE and in the Electronic Ship Reporting Regulation -

as described in detail in Annex I and Annex II to this AGREEMENT.

2. THE PARTIES have taken notice of and are aware of the fact that VIA DONAU – indirectly acting for PLATINA - has contractually bound the private third party – factually operating the EHDB - and its employees to undertake all possible measures to ensure that **HULL DATA I** may only be:

(a) collected, processed and stored by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC and the purposes described in DIRECTIVE 2005/44/EC and in the ELECTRONIC SHIP REPORTING REGULATION - and

(b) made available to the authorities specified in ANNEX IV by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC - and

(c) made available to the authorities specified in Annex V via the EHDB for the purposes of this Agreement – the purposes described in Directive 2005/44/CE and in the Electronic Ship Reporting Regulation -

as described in detail in Annex I and Annex II to this AGREEMENT.

3. THE PARTIES agree that HULL DATA II may only be:

- collected, processed and stored by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2005/44/EC and the purposes described in the ELECTRONIC SHIP REPORTING REGULATION - and

- made available to the authorities specified in ANNEX IV and ANNEX V by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC and the purposes described in DIRECTIVE 2005/44/EC and in the ELECTRONIC SHIP REPORTING REGULATION –

as described in detail in Annex I and Annex II to this AGREEMENT.

Accord – décrits dans la directive 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux,

ainsi que détaillé dans les Annexes I et II du présent Accord.

2. Les Parties sont informées et conscientes du fait que Via Donau, agissant indirectement pour Platina, a contractuellement astreint la société privée tierce exploitant l'EHDB, ainsi que ses employés, à prendre toutes les mesures possibles afin de s'assurer que les données des bateaux I puissent seulement :

(a) être collectées, traitées et stockées dans l'EHDB pour les objectifs du présent Accord décrits dans les directives 2006/87/CE et 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux, et

(b) être mises à la disposition des autorités précisées à l'Annexe IV via l'EHDB pour les objectifs du présent Accord décrits dans la directive 2006/87/CE, et

(c) être mises à la disposition des autorités précisées à l'Annexe V via l'EHDB pour les objectifs du présent Accord décrits dans la directive 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux,

ainsi que détaillé dans les Annexes I et II du présent Accord.

3. Les Parties conviennent que les données des bateaux II peuvent seulement :

(a) être collectées, traitées et stockées dans l'EHDB pour les objectifs du présent Accord décrits dans la directive 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux, et

(b) être mises à la disposition des autorités visées dans les Annexes IV et V, via l'EHDB, pour les objectifs du présent Accord décrits dans les directives 2006/87/CE et 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux,

ainsi que détaillé dans les Annexes I et II du présent Accord.

4. Les Parties sont informées et conscientes du fait que Via Donau, agissant indirectement pour Platina,

4. THE PARTIES have taken notice of and are aware of the fact that VIA DONAU – indirectly acting for PLATINA - has contractually bound the private third party – factually operating the EHDB - and its employees to undertake all possible measures to ensure that HULL DATA II may only be:

(a) collected, processed and stored by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2005/44/EC and the purposes described in the ELECTRONIC SHIP REPORTING REGULATION - and

(b) made available to the authorities specified in ANNEX IV and ANNEX V by the EHDB for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC and the purposes described in DIRECTIVE 2005/44/EC and in the ELECTRONIC SHIP REPORTING REGULATION –

as described in detail in ANNEX I and ANNEX II to this AGREEMENT.

5. The Austrian side will instruct VIA DONAU to upkeep and control the contractual obligations of the private third party – factually operating the EHDB - as described above in 5.2. and 5.4. of this AGREEMENT.

6. THE PARTIES agree that HULL DATA I made available by the EHDB to the authorities specified in ANNEX IV may only be collected, processed, stored, forwarded or made available by the authorities specified in ANNEX IV for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC.

7. THE PARTIES agree that HULL DATA I made available via the EHDB to the authorities specified in ANNEX V may only be collected, processed, stored, forwarded or made available by the authorities specified in ANNEX VT – for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2005/44/EC and in the ELECTRONIC SHIP REPORTING REGULATION.

8. THE PARTIES agree that HULL DATA II made available by the EHDB to the authorities specified in ANNEX IV and ANNEX V may only be collected, processed, stored, forwarded or made available by the authorities specified in ANNEX IV and ANNEX V for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC and the purposes described in DIRECTIVE 2005/44/EC and in the ELECTRONIC SHIP REPORTING

a contractuellement astreint la société privée tierce exploitant l'EHDB, ainsi que ses employés, à prendre toutes les mesures possibles afin de s'assurer que les données des bateaux II puissent seulement :

(a) être collectées, traitées et stockées dans l'EHDB pour les objectifs du présent Accord décrits dans la directive 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux, et

(b) être mises à la disposition des autorités visées dans les Annexes IV et V, via l'EHDB, pour les objectifs du présent Accord décrits dans les directives 2006/87/CE et 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux,

ainsi que détaillé dans les Annexes I et II du présent Accord.

5. La partie autrichienne demandera à Via Donau de maintenir et de contrôler les obligations contractuelles de la société privée tierce exploitant l'EHDB, ainsi que décrit dans les points 5.2 et 5.4 ci-dessus.

6. Les Parties conviennent que les données des bateaux I mises à la disposition des autorités visées à l'Annexe IV, via l'EHDB, peuvent seulement être recueillies, traitées, stockées, transmises ou rendues disponibles par les autorités visées à l'Annexe IV pour les objectifs du présent Accord décrits dans la directive 2006/87/CE.

7. Les Parties conviennent que les données des bateaux I mises à la disposition des autorités visées à l'Annexe V, via l'EHDB, peuvent seulement être recueillies, traitées, stockées, transmises ou rendues disponibles par les autorités visées à l'ANNEXE V aux fins du présent Accord décrites dans la directive 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux.

8. Les Parties conviennent que les données des bateaux II mises à la disposition des autorités visées aux Annexes IV et V, via l'EHDB, peuvent seulement être recueillies, traitées, stockées, transmises ou rendues disponibles par les autorités visées aux Annexes IV et V aux fins du présent Accord décrites dans les directives 2006/87/CE et 2005/44/CE ainsi que dans le règlement sur la notification électronique des bateaux.

REGULATION.

9. THE PARTIES agree that HULL DATA forwarded by the authorities specified in ANNEX V to the authorities specified in ANNEX IV may only be collected, processed, stored, forwarded or made available by the authorities specified in ANNEX IV for the purposes of this AGREEMENT - the purposes described in DIRECTIVE 2006/87/EC.

10. THE PARTIES agree that all measures with regard to the collection, processing, storage, forwarding or making available of the HULL DATA of THE PARTIES to this AGREEMENT shall be undertaken with due regard to and on the basis of the data security measures described in detail in ANNEX VI to this AGREEMENT.

Article 6. COSTS

1. THE PARTIES have taken notice and are aware of the fact that the costs for the development, the implementation and the pilot operation of the EHDB - during the period for which this AGREEMENT will be in force - have been and will be borne – at first - by VIA DONAU – indirectly acting for PLATINA – and will be refunded to VIA DONAU by the European Commission according to rules laid down in the grant agreement of PLATINA.

2. THE PARTIES agree that THE PARTIES to this AGREEMENT will not bear or participate directly in the costs for the development, the implementation and the pilot operation of the EHDB during the period for which this AGREEMENT will be in force.

3. THE PARTIES agree that each of THE PARTIES to this AGREEMENT will bear its own costs for the necessary activities of its own competent authorities specified in ANNEX IV and ANNEX V with regard to the obligations deriving from this AGREEMENT and for the measures necessary for the preparation and operation of the forwarding, receiving or making available - as described in detail in ANNEX I and ANNEX II to this AGREEMENT - of the HULL DATA of THE PARTIES to this AGREEMENT.

4. THE PARTIES agree that the authorities specified in ANNEX IV will forward - as described in detail in ANNEX I and ANNEX II to this AGREEMENT - the HULL DATA of THE PARTIES to this AGREEMENT to the EHDB free of charge.

5. THE PARTIES agree that the authorities specified in ANNEX V will forward - as described in detail in

9. Les Parties conviennent que les données des bateaux transmises par les autorités visées à l'Annexe V aux autorités visées à l'Annexe IV peuvent seulement être recueillies, traitées, stockées, transmises ou rendues disponibles par les autorités visées à l'Annexe IV aux fins du présent Accord et décrites dans la directive 2006/87/CE.

10. Les Parties conviennent que toutes les mesures concernant la collecte, le traitement, le stockage, la transmission ou la mise à disposition de leurs données des bateaux sont mises en place en tenant dûment compte des mesures relatives à la protection des données détaillées à l'Annexe VI du présent Accord.

Article 6. COÛTS

1. Les Parties sont informées et conscientes du fait que les coûts de développement, de mise en œuvre et relatifs à l'exploitation pilote de l'EHDB, pour toute la durée de validité du présent Accord, ont été et seront pris en charge d'abord par Via Donau (agissant indirectement pour Platina) à qui ils seront remboursés par la Commission européenne conformément aux règles établies par l'accord de subvention de Platina.

2. Les Parties conviennent qu'aucune d'entre elles ne devra prendre à sa charge ou participer directement au paiement des coûts de développement, de mise en oeuvre et d'exploitation pilote de l'EHDB pendant la période de validité du présent Accord.

3. Les Parties conviennent que chacune d'entre elles prendra en charge ses propres coûts liés aux activités nécessaires de ses propres autorités compétentes visées aux ANNEXES IV et V en ce qui concerne les obligations découlant du présent Accord et les mesures nécessaires pour la préparation, la transmission, la réception ou la mise à disposition des données des bateaux des Parties du présent Accord, comme décrit aux Annexes I et II du présent Accord.

4. Les Parties conviennent que les autorités visées à l'Annexe IV transfèreront gratuitement vers l'EHDB, comme décrit aux Annexes I et II du présent Accord, les données des bateaux des Parties.

5. Les Parties conviennent que les autorités visées à l'Annexe V transmettront gratuitement, comme

ANNEX I and ANNEX II to this AGREEMENT - the HULL DATA of THE PARTIES to this AGREEMENT to the EHDB and the competent authorities of THE PARTIES to this AGREEMENT – as specified in ANNEX IV to this AGREEMENT – free of charge.

6. THE PARTIES agree that HULL DATA I and HULL DATA II shall be made available by or via the EHDB - as described in detail in ANNEX I and ANNEX II to this AGREEMENT - to authorities specified in ANNEX IV and ANNEX V free of charge.

Article 7. LIABILITY

1. THE PARTIES agree that any liability between them in connection with the collection, processing, storage and forwarding of the HULL DATA of THE PARTIES to this AGREEMENT by the authorities specified in ANNEX IV and ANNEX V shall be excluded.

2. THE PARTIES agree that any liability between them in connection with the collection, processing, storage and making available of HULL DATA I and HULL DATA II by or via the EHDB shall be excluded.

Article 8. QUESTIONS CONCERNING THE INTERPRETATION AND APPLICATION

1. THE PARTIES agree that any question concerning the interpretation or application of this AGREEMENT shall be discussed between THE PARTIES to this AGREEMENT. For this purpose THE PARTIES will keep each other continuously informed on any such question.

2. No clause of this AGREEMENT shall be interpreted in a way that could bring it into contradiction with European Community Law, especially:

- DIRECTIVE 2006/87/EC and the subsequent legal acts of the European Commission amending the said Directive or based on this Directive, as well as,
- Directive 2005/44/CE and the subsequent legal acts of the European Commission based on this Directive, as well as,
- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free

décrit aux Annexes I et II du présent Accord, les données des bateaux des Parties au présent Accord vers l'EHDB et vers les autorités compétentes des Parties au présent Accord, comme indiqué à l'Annexe IV du présent Accord.

6. Les Parties conviennent que les données des bateaux I et les données des bateaux II seront mises gratuitement à la disposition des autorités visées aux Annexes IV et V par ou via l'EHDB, ainsi que décrit dans les Annexes I et II du présent Accord.

Article 7. RESPONSABILITÉ

1. Les Parties conviennent d'exclure toute responsabilité entre elles en relation avec la collecte, le traitement, le stockage et la transmission de leurs données des bateaux par les autorités visées aux Annexes IV et V.

2. Les Parties conviennent d'exclure toute responsabilité entre elles en relation avec la collecte, le traitement, le stockage et la mise à disposition des données des bateaux I et des données des bateaux II par ou via l'EHDB.

Article 8. QUESTIONS RELATIVES À L'INTERPRÉTATION ET À L'APPLICATION DE L'ACCORD

1. Les Parties conviennent que toute question relative à l'interprétation ou à l'application du présent Accord est discutée entre elles. À cette fin, les Parties se tiennent continuellement informées de toute question de ce type.

2. Aucune clause du présent Accord ne saurait être interprétée d'une manière la rendant non conforme à la législation communautaire et tout particulièrement à :

(a) la directive 2006/87/CE et les actes ultérieurs de la Commission européenne modifiant ladite directive ou la prenant pour base ;

(b) la directive 2005/44/CE et les actes ultérieurs de la Commission européenne la prenant pour base ;

(c) la directive 95/46/CE du Parlement européen et du Conseil du 24 octobre 1995 relative à la protection des personnes physiques à l'égard du traitement des données à caractère personnel et à la

movement of such data, or,

- Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications), or,

- Directive 2003/98/EC of the European Parliament and of the Council of 17 November 2003 on the re–use of public sector information.

3. No clause of this AGREEMENT shall be interpreted in a way that could bring it into contradiction with the Council of Europe Convention for the Protection of Individuals with Regard to Automatic Processing of Personal Data of 28 January 1981 and the eventual future amendments of the said Convention.

libre circulation de ces données ;

(d) la directive 2002/58/CE du Parlement européen et du Conseil du 12 juillet 2002 concernant le traitement des données à caractère personnel et la protection de la vie privée dans le secteur des communications électroniques (directive vie privée et communications électroniques) ;

(e) la directive 2003/98/CE du Parlement européen et du Conseil du 17 novembre 2003 concernant la réutilisation des informations du secteur public.

3. Aucune clause du présent Accord ne saurait être interprétée d'une manière la rendant non conforme à la Convention du Conseil de l'Europe pour la protection des personnes à l'égard du traitement automatisé des données à caractère personnel du 28 janvier 1981 et ses éventuels futurs amendements.

Article 9. AMENDMENT OF THE AGREEMENT

1. THE PARTIES agree that this AGREEMENT may be amended by mutual consent of THE PARTIES to this AGREEMENT.

2. Any Party may propose at any time amendments to this AGREEMENT.

3. Amendments proposed shall be circulated for consideration within a period of three months.

4. Co-ordination meetings for the purpose of revising or amending this AGREEMENT may be convened by the Austrian Federal Ministry of Transport, Innovation and Technology.

5. THE PARTIES agree that consent of a Party to this AGREEMENT to the amendment of this AGREEMENT shall be expressed in written form and submitted to the Austrian Federal Ministry of Transport, Innovation and Technology and shall be notified by the latter to all Parties to this AGREEMENT.

6. THE PARTIES agree that the Annexes to this AGREEMENT may be amended by way of the following simplified procedure:

(a) Proposals for the amendment of an Annex can be proposed by any party to this agreement and shall be discussed within the framework of Steering Committee to the European Hull Database.

Article 9. AMENDEMENTS A L'ACCORD

1. Les Parties conviennent que le présent Accord peut être amendé par consentement mutuel desdites Parties.

2. Toute Partie peut à tout moment proposer des amendements à l'Accord.

3. Les amendements proposés sont transmis aux fins d'examen, la période d'étude ne devant pas dépasser trois mois.

4. Des réunions de coordination en vue de réviser ou d'amender l'Accord peuvent être convoquées par le ministère fédéral autrichien des transports, de l'innovation et de la technologie.

5. Les Parties conviennent que le consentement d'une Partie à tout amendement apporté au présent Accord se présente sous forme écrite et est soumis au ministère fédéral autrichien des transports, de l'innovation et de la technologie qui le notifie à toutes les Parties au présent Accord.

6. Les Parties conviennent que les annexes de l'Accord peuvent être amendées par la procédure simplifiée suivante :

(a) Les propositions d'amendement d'une annexe peuvent être faites par toute partie au présent Accord et sont discutées dans le cadre du Comité de suivi de la base de données européenne

(b) Such proposals for the amendment of an Annex shall be forwarded by the secretariat of the Steering Committee to the European Hull Database to the Austrian Federal Ministry of Transport, Innovation and Technology.

(c) The Austrian Federal Ministry of Transport, Innovation and Technology shall inform all Parties to this AGREEMENT of the proposed amendment.

(d) All Parties will examine the proposed amendment within a period of three weeks.

(e) In case no Party notifies the Austrian Federal Ministry of Transport, Innovation and Technology within this period of three weeks that it does not agree with the proposed amendment, the proposed amendment shall enter into force.

(f) The Austrian Federal Ministry of Transport, Innovation and Technology shall inform all Parties to this AGREEMENT of the fact and date of the entry into force of an amendment of an Annex to this AGREEMENT.

(g) In case a Party notifies the Austrian Federal Ministry of Transport, Innovation and Technology within this period of three weeks that it does not agree with the proposed amendment, the proposed amendment shall not enter into force.

(h) The Austrian Federal Ministry of Transport, Innovation and Technology shall inform all Parties to this AGREEMENT of the fact of non-consent of a Party to this AGREEMENT to the proposed amendment of an Annex to this AGREEMENT and of the fact of non-entry into force of the proposed amendment of an Annex to this AGREEMENT.

des bateaux.

(b) Les propositions d'amendement à une annexe sont transmises par le secrétariat du Comité de pilotage de la base de données européenne des bateaux au ministère fédéral autrichien des transports, de l'innovation et de la technologie.

(c) Le ministère fédéral autrichien des transports, de l'innovation et de la technologie communique à toutes les Parties la proposition d'amendement.

(d) Toutes les Parties disposent de trois semaines pour examiner la proposition d'amendement.

(e) Si aucune Partie ne notifie au ministère fédéral autrichien des transports, de l'innovation et de la technologie, durant ces trois semaines, son désaccord sur la proposition d'amendement, ladite proposition entre en vigueur.

(f) Le ministère fédéral autrichien des transports, de l'innovation et de la technologie informe toutes les Parties de l'adoption et de la date d'entrée en vigueur de l'amendement apporté à l'Annexe.

(g) Si une Partie notifie au ministère fédéral autrichien des transports, de l'innovation et de la technologie, durant cette période de trois semaines, son désaccord sur la proposition d'amendement, ladite proposition n'est pas adoptée.

(h) Le ministère fédéral autrichien des transports, de l'innovation et de la technologie informe toutes les Parties du désaccord d'une Partie concernant la proposition d'amendement et de la non adoption de ladite proposition.

Article 10. DENUNCIATION AND CEASURE OF EFECTIVENESS

y may at any time denounce this AGREEMENT by means of a written notification to the Austrian Federal Ministry of Transport, Innovation and Technology which shall notify the other Parties to this AGREEMENT thereof.

2. Such denunciation shall become effective on the first day of the month following the expiration of a period of six months after the day of receipt of the written notification by the Austrian Federal Ministry of Transport, Innovation and Technology.

Article 10. DÉNONCIATION ET CESSATION DES EFFETS DE L'ACCORD

1. Les Parties conviennent que toute Partie peut à tout moment dénoncer l'Accord par notification écrite au ministère fédéral autrichien des transports, de l'innovation et de la technologie, qui fait part de cette décision à toutes les autres Parties.

2. Cette dénonciation devient effective le premier jour du mois suivant l'expiration d'une période de six mois après la date de réception de la notification écrite par le ministère fédéral autrichien des transports, de l'innovation et de la technologie.

Article 11. ACCESSION BY FURTHER PARTIES

1. This AGREEMENT shall be open to further Parties provided that they are - or would be - competent authorities responsible for the implementation of DIRECTIVE 2006/87/EC and of DIRECTIVE 2005/44/EC as well as of the ELECTRONIC SHIP REPORTING REGULATION acting on behalf of:

(a) a Member State of the European Union or of

(b) a Contracting State of the Mannheim Convention or of

(c) – as far as an equivalent level of privacy is guaranteed – a third country.

2. THE PARTIES agree that the accession by a further Party to this AGREEMENT shall be subject to prior approval of all Parties.

3. THE PARTIES agree that the approval on the accession of a further Party to this AGREEMENT shall be submitted in written form to the Austrian Federal Ministry of Transport, Innovation and Technology and shall be notified by the latter to all Parties to this AGREEMENT.

4. Accession by a further Party to this AGREEMENT shall become effective on the first day of the month following the receipt of the written document signed by the duly authorized and empowered representative of this further Party to this AGREEMENT to be bound by this AGREEMENT.

Article 11. ADHÉSION D'AUTRES PARTIES

1. D'autres Parties pourront adhérer au présent Accord sous réserve qu'elles constituent ou constitueront des autorités compétentes pour l'application des directives 2006/87/CE et 2005/44/CE ainsi que du règlement sur la notification électronique des bateaux agissant au titre :

(a) d'un État membre de l'Union européenne, ou

(b) d'un État signataire de la Convention de Mannheim, ou

(c) dans la mesure où une protection équivalente des données peut être assurée, d'un État tiers.

2. Les Parties conviennent que l'adhésion d'une autre Partie au présent Accord fait l'objet d'une approbation préalable de toutes les Parties.

3. Les Parties conviennent que le consentement à l'adhésion au présent Accord d'une autre Partie est transmis sous forme écrite au ministère fédéral autrichien des transports, de l'innovation et de la technologie qui le notifie à toutes les Parties au présent Accord.

4. L'adhésion d'une nouvelle Partie au présent Accord devient effective le premier jour du mois suivant la réception du document écrit signé par le représentant dûment autorisé et mandaté de ladite nouvelle Partie, établissant que celle-ci sera liée par l'Accord.

Article 12. ADMINISTRATION OF THE AGREEMENT

1. This AGREEMENT is established in English and French languages. The English and French texts are equally authentic. The annexes to this AGREEMENT are established in -only authentic- English language.

2. The original versions of this AGREEMENT and of the Annexes to this AGREEMENT shall be kept by the Austrian Federal Ministry of Transport, Innovation and Technology.

3. The Austrian Federal Ministry of Transport, Innovation and Technology shall forward copies of this AGREEMENT as well as copies of the Annexes to this AGREEMENT and of all eventual future modifications of this AGREEMENT or of the Annexes

Article 12. ADMINISTRATION DE L'ACCORD

1. Le présent Accord est rédigé en anglais et en français, les deux textes faisant également foi. Les annexes au présent Accord sont établies uniquement en anglais.

2. Les versions originales du présent Accord et de ses annexes seront conservées par le ministère fédéral autrichien des transports, de l'innovation et de la technologie.

3. Le ministère fédéral autrichien des transports, de l'innovation et de la technologie remet des copies du présent Accord et de ses annexes, ainsi que des éventuelles futures modifications dudit Accord ou de ses annexes, à toutes les Parties.

to this AGREEMENT to all Parties.

Article 13. ENTRY INTO FORCE AND TERMINATION

1. This AGREEMENT shall enter into force on 1 May 2011 for those parties, which have signed the agreement and for the other parties, the agreement shall enter into force at the date of sign

2. The Austrian Federal Ministry of Transport, Innovation and Technology shall inform the other Parties to this AGREEMENT of the fact that this AGREEMENT has entered into force as agreed in this AGREEMENT.

3. This AGREEMENT shall terminate on 31 May 2012 without any further necessary measure of THE PARTIES.

4. The Austrian Federal Ministry of Transport, Innovation and Technology shall inform the other Parties of the fact that this AGREEMENT has terminated as agreed in this AGREEMENT.

Article 13. ENTRÉE EN VIGUEUR ET FIN DE L'ACCORD

1. Le présent Accord entrera en vigueur le 1er mai 2011 pour les parties qui l'ont signé ; pour les autres parties, il entrera en vigueur à la date à laquelle elles l'auront signé.

2. Le ministère fédéral autrichien des transports, de l'innovation et de la technologie informera les autres Parties au présent Accord de l'entrée en vigueur de l'Accord comme prévu par ses dispositions.

3. Le présent Accord prend fin le 31 mai 2012 sans que les Parties ne prennent d'autre mesure.

4. Le ministère fédéral autrichien des transports, de l'innovation et de la technologie informe les Parties que le présent Accord a pris fin comme prévu par ses dispositions.

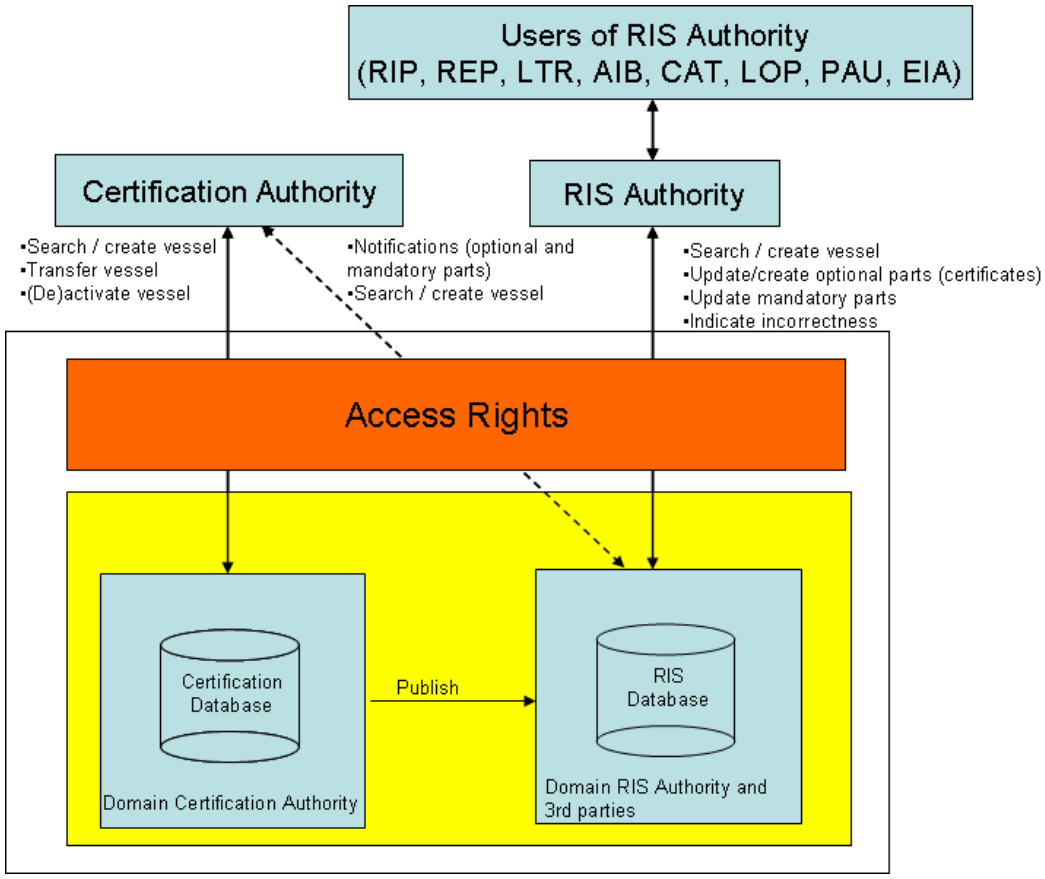
ANNEXES

Annex I: ERI working group on Hull Data and Unique ID, Functional Specifications of the Minimal Hull Database and its Services, Version 1.3 of 26.04.2008

The ERI working group on Hull Data and Unique ID prepared a functional concept of the European Hull Database. The European Hull Database (surrounded by the black rectangle) provides services for the two types of authorities:

- Certification authorities
- RIS Authorities and its users

Functional concept of the European Hull Database:



Annex II: Detailed Functional and Technical Configuration of EHDB

Access Rights for certification authorities (see Annex IV):
Certification authorities have full access to the data, which is provided by the European Hull Database, i.e. by the Certification Database and the RIS Database. They may not forward those data to other authorities.

Access Rights for RIS Authorities (see Annex V) and their users:
RIS authorities have full access to the data, which is provided by the European Hull Database, i.e. by the RIS Database only. RIS authorities may forward those data only to their users as mentioned in the table, if the access rights and rules are observed and it is allowed by national law. The contracting parties have to ensure the observance of these access rights and rules by bilateral agreements with their users before they forward data to their users. The technical solutions should be designed in a proportional way considering the necessity and importance of data access on basis of national legislation.

Code	Agreed Roles	Definition
TCA	Technical Certification Authority	Competent authority for the issuing of the Community Inland navigation certificates in accordance with article 9 of directive 2006/87/EC
RIP	RIS Provider	Being the organisation or organisational unit assigned or contracted to operate the RIS-System and to provide RIS-Services as defined in Directive 2005/44/EC
REP	Rescue and Emergency service Provider	Resonsible for the search&rescue and emergency services (deals with a calamity and takes care of the people, animals, cargo and vessel involved) Remark: source of definition: EU Reserach project COMPRIS
LTR	LEA for Traffic Rules	Detects and fines / summons violations of traffic rules Remark: source of definition: EU Reserach project COMPRIS
AIB	Accident and Incident investigation Body	Independent body or entity responsible for investigations on the causes and possible consequences of accidents and incidents within inland navigation and other modes of transport (based on Directive 94/56/EC and its revisions) with the purpose of elaborating recommendations for the prevention of similar accidents and incidents in the future. The investigations must not aim at the clarification of questions of guilt and liability of accidents and incidents. Next to the elaboration of investigation reports the creation of anonymous accident and incident statistics might be the task of this body or entity
CAT	Competent Authority for Traffic Management	Controls the access to the control area, monitors the movements of specific vessels and their cargo (target groups) in this control area and supports Rescue and Emergency Service Providers with detailed information in case of emergencies and calamities. This role may include port authorities. Remark: source of definition: EU Reserach project COMPRIS
LOP	Lock, Bridge or VTS Operator	Monitors and controls the smooth and safe progress of traffic around a and through a lock/bridge/VTS area and is responsible for the locking/bridging/traffic management process in iteself
EIA	ENI Issuing Authority	Issues ENI on basis of the Electronic Ship Reporting Regulation

The following access rights and rules apply to the European Hull Data I and II in case of RIS Authorities forwarding data to users of the RIS Authorities:

Roles identified for the IRIS Europe Data Exchange	Identification in the Hull Data xsd v1.2	RIS provider *)	Rescue and emergency service provider	LEA for traffic rules *)	Accident and Incident Investigation Body	Competent authority for traffic management *)	Lock, brigde and VTS operator *)	ENI Issuing authority	Use for statistical purposes by Technical Certification Authority, RIS authority and RIS Provider
Unique European vessel identification number (ENI)	HULL.Craft_identification.ENI	x	2	1	2	1	1	1	7a
Issuing date of ENI	HULL.Craft_identification.ENI_date_issued	x	2	1	2	1	1	1	0
National number	HULL.Craft_identification.Craft_national_number.Identification	x	2	1	2	1	1	1	7b
National number type	HULL.Craft_identification.Craft_national_number.Type	x	2	1	2	1	1	1	7
Issuing date of National number	HULL.Craft_identification.Craft_national_number.Date_issued	x	2	1	2	1	1	1	7c
Issuing authority of National number	HULL.Craft_identification.Craft_national_number.Issuing_authority	x	2	1	2	1	1	1	7d
Craft name	HULL.Craft_identification.Craft_name	x	2	1	2	1	1	1	0
Type of craft (2006/87)	HULL.Craft_construction.Craft_category_TD_06_87	x	2	1	2	1	1	1	7
Type of craft (UNECE Recommendation 28)	HULL.Craft_construction.Craft_transport_type_UNECE	x	2	1	2	1	1	1	7
Craft Hull Construction (Single or double hull)	HULL.Craft_construction.Craft_hull_construction	x	2	1	2	1	1	1	7
Length over all	HULL.Craft_dimensions.Craft_length_overall	x	2	1	2	1	1	1	7
Width over all	HULL.Craft_dimensions.Craft_width_overall	x	2	1	2	1	1	1	7
Draught	HULL.Craft_dimensions.Craft_draught	x	2	1	2	1	1	1	7
Height	HULL.Craft_dimensions.Craft_height	x	2	1	2	1	1	1	7
Dead Weight	HULL.Craft_dimensions.Craft_DWT	x	2	1	2	1	1	1	7
Displacement	HULL.Craft_dimensions.Craft_displacement	x	2	1	2	1	1	1	7
Gross tonnage	HULL.Craft_dimensions.Craft_GT	x	2	1	2	1	1	1	0
IMO number	HULL.Craft_identification.IMO_number	x	2	1	2	1	1	1	7b
Call sign	HULL.Craft_equipment.Craft_call_sign	x	2	1	2	1	1	1	0
	HULL.Craft_operator.NAdata_name HULL.Craft_operator.NAdata_address HULL.Craft_operator.NAdata_postal_code HULL.Craft_operator.NAdata_city	x	2	1	2	2	2	1	0
	HULL.Craft_operator.NAdata_country	x	2	1	2	2	2	1	7
Operator data	HULL.Craft_operator.NAdata_telephone_number1								
	HULL.Craft_operator.NAdata_telephone_number2 HULL.Craft_operator.NAdata_telephone_number3 HULL.Craft_operator.NAdata_email1 HULL.Craft_operator.NAdata_email2 HULL.Craft_operator.NAdata_email3 HULL.Craft_operator.NAdata_telefax_number	x	2	1	2	2	2	1	0
	HULL.Craft_operator.NAdata_operator_date_of_birth								
MMSI numbers	HULL.Craft_equipment.Craft_MMSI-code HULL.Craft_equipment.Craft_MMSI-code_AIS	x	2	1	2	1	1	1	7b
ATIS	HULL.Craft_equipment.Craft_ATIS-code	x	2	1	2	1	1	1	0
Craft_certificate.Identification	HULL.Craft_certificates.Craft_certificate.Identification	x	0	1	2	2	2	1	0
Type of certificate	HULL.Craft_certificates.Craft_certificate.Type	x	0	1	2	2	2	1	7
Issuing date of craft certificate	HULL.Craft_certificates.Craft_certificate.Issue_date	x	0	1	2	2	2	1	7c
Expiration date of craft certificate	HULL.Craft_certificates.Craft_certificate.Expiration_date	x	0	1	2	2	2	1	7c
Issuing authority of certificate	HULL.Craft_certificates.Craft_certificate.Issuing_authority	x	0	1	2	2	2	1	7d
Status of certificate	HULL.Craft_certificates.Craft_certificate.Status	x	0	1	2	2	2	1	7
Issuing authority of dataset	HULL.Issuing_authority	x	0	1	2	2	2	1	7d
Inactive	HULL.Inactive	x	2	1	2	1	1	1	7
Remark	HULL.Remark	x	2	1	2	1	1	1	0

0 Role has NO ACCESS to the data field

1 Role has ACCESS to the data field

2 Role has ACCESS to data of vessels involved in an EMERGENCY. Remark: This role requires an additional RIS system to determine if an emergency has occurred of the vessel (e.g. ship reporting system, vessel tracking and tracing system). If such a system is not in place, data can be obtained from the RIS authorities.

7 Role has ACCESS for statistical purposes, i.e. Technical Certification Authorities, RIS authorities, RIS Providers and national Statistics Offices may prepare and publish statistical analysis in such a way that reference can neither be drawn to individual companies nor to individual vessels. Subcategories 7a: analysis of the first 3 digits only, 7b: analysis if data field is available or not, 7c: analysis of the year only, 7d: analysis of the country only)

x Data STORED but no access rights (e.g. RIS provider)

The following access rights and rules apply to the European Hull Database:
Interconnection to the European Hull Database is possibly in two ways:

- By means of a web-front end
- By means of a data-link which interfaces between the European Hull Database and systems of the national certification or RIS Authorities.

The European Hull Database supports the following version(s) of the xsd:

- Version 1.2 dated from 6.10.2009

The European Hull Database fulfils the following requirements:

Nr.	Use Case	Objective	Short Description
FR23.01	Search Vessel Data	This use case enables the User to search for vessel(s) for which (s)he'd like to get more information.	The system searches in the central hull database of European vessels and returns the result of the query: none, one or more than one vessels are returned. ▪ In case no vessels are found, a status message is presented that no vessel matches the search criteria. ▪ In case one or more vessels are found, a list of vessels is returned with all defined elements
FR23.02	View and print Vessel Data	View Vessel data	Detailed vessel data is displayed according to the read access rights of the user
FR23.03	Create record	This use case enables the User to create a new dataset	The User provides the data using the message (defined in the Detailed Interface Specification). The data provided for inserting a new record must meet the requirements as defined in the XSD. It is required to consider mandatory/optional fields and the use of enumerations and repetition data elements.
FR23.04	Create record (equipment dataset)	This use case enables the User to create a new main dataset	The User provides a new main dataset containing at least mandatory data fields. Optional and conditional data fields can be provided, too.
FR23.05	Create record (other dataset)	This use case enables the User to create a new equipment or certificate dataset	The User enters the new equipment hull data containing at least mandatory data fields. Optional data fields can be provided, too.
FR23.06	Upload data (Bulk)	This Use Case offers the possibility to upload XML file into the System.	This Use Case offers the possibility to upload the XML file into the European Hull Database containing multiple data records with maximum of 100 vessels at a time.
FR23.07	Update data	The main objective of this use case is to provide actors the possibility to update datasets.	A hull data set can only be updated after its creation and after performing a search for the corresponding dataset. There are three subsets of hull data, which can be updated separately. Only authorised actors are allowed to save the updated data. No user is allowed to delete data
FR23.08	Create and store History Entry	History entries are generated by the system	Any modification occurs in the Hull Dataset a history entry is generated by the system, containing date and time, the modified Hull Data record identification, modifying/creating user, what and why has been changed, remarked by the user.
FR23.09	View History entries	History entries are displayed	All history entries are displayed, in a table format on data field level (1 entry per changed data field)
FR23.10	Notification of changed data	Notification message about the dataset being created or updated is generated	System generates notification message about the dataset being created or updated, if the Owner is different from the creator of the new dataset.
FR23.11	Notification of incorrect data	This use case makes it possible to mark attributes as incorrect	In case vessel data is found incorrect by an operator it is possible to mark the vessel within the RIS database in order to notify other operators when using the vessel data.
FR23.12	Move	This use case Move enables a user to take over	The user who wants to take over the responsibility has the ability to initiate the transfer, using a so called pull mechanism. The date-time and authority attribute of the vessel data at the root level will be provided with a new date and authority

		the responsibility over a dataset.	will be changed towards the new authority.
FR23.13	Set vessel (not) active	Owner of the main dataset sets the vessel as (Not) Active	If a hull is scrapped (completely demolished) or transferred to a non-participating partner, it is marked as “(not) active” by the Owner of the main dataset.
FR23.14	Publishing Certification data-base datasets	Publish Certification database to the RIS Database	Frequently (at least twice a day), the certification database is published to the RIS Database.
FR23.15	Synchronization local data storage and RIS operator hull database	Synchronization mechanism between the local database and the European hull database	To be able to update the local storage, a synchronization mechanism is implemented. This mechanism provides the possibility: - to obtain a collection of updates since a provided global revision number or a timestamp - to obtain a full database dump by global revision number 0 or the timestamp 00-00-0000 00:00:00
FR23.16	Call for updates regarding RIS operator database	Overview of all mutated vessels	Authorities are responsible for the processing of all proposed changes by the Users. The current functionality of the hull database provides a notification by e-mail and by providing an overview of all mutated vessels given a request message.
FR23.17	Create reports	Export search results	If User chooses to export search result list, a Report is created based on the search criteria.
FR23.18	Query statistics	Count the results of a search	If User chooses to count the results of the search, information about the number of vessels that are meeting the search criteria specification is provided.
FR23.19	Withdraw certificate	Withdraw expired certificate	User sets the expiration date for the specific certificate
FR23.20	Mark certificate for revocation	Certificate needs to be revoked	User selects „mark for revocation“ for the specific dataset.
FR23.21	Copy datasets	Datasets have to be copied from the RIS database to the Certification database	If there are new datasets in the RIS database which haven’t been copied yet to the Certification database, or the same datasets exist in both databases but they haven’t been published yet, then they have to be copied manually from the RIS database to the Certification database.

Support hours of the European Hull Database:
The support hours are limited to extended hours (6am to 11pm on work days). This applies for first and second level support.

Annex III: HULL DATA

Hull Data is defined in Appendix IV (Data for the identification of a vessel) of Commission Directive 2008/87/EC of 22 September 2008 amending Directive 2006/87/EC of the European Parliament and of the Council laying down technical requirements for inland waterway vessels.

	Element	Path from root	Description - Reference to Directive 2008/87/EC Appencix IV (if any)
(Attributes)	Craft_data_schema_version	HULL.@Craft_data_schema_version	-
	Craft_data_schema_date	HULL.@Craft_data_schema_date	-
Craft_identification	ENI	HULL.Craft_identification.ENI	Unique European Vessel Identification Number in accordance with Article 2.18 of this Annex (Annex V, Part 1, box 3 of the model, and Annex VI, fifth column), Directive 2008/87/EC, Appendix IV, A1
	ENI_date_issued	HULL.Craft_identification.ENI_date_issued	
	IMO_number	HULL.Craft_identification.IMO_number	IMO number (for maritime vessels), Directive 2008/87/EC, Appendix IV, B6
	Craft_national_number	HULL.Craft_identification.Craft_national_number	National number, Directive 2008/87/EC, Appendix IV, B1
	Craft_national_number.Identification	HULL.Craft_identification.Craft_national_number.Identification	
	Craft_national_number.Type	HULL.Craft_identification.Craft_national_number.Type	
	Craft_national_number.Date_issued	HULL.Craft_identification.Craft_national_number.Date_issued	
	Craft_national_number.Issuing_authority	HULL.Craft_identification.Craft_national_number.Issuing_authority	
	Craft_name	HULL.Craft_identification.Craft_name	Name of the craft/vessel (Annex V, Part 1, box 1 of the model, and Annex VI, fourth column), Directive
Craft_dimensions	Craft_length_overall	HULL.Craft_dimensions.Craft_length_overall	Length over all as defined in Article 1.01, point 70, of this Annex (Annex V, Part 1, box 17a), Directive 2008/87/EC, Appendix IV, A4
	Craft_width_overall	HULL.Craft_dimensions.Craft_width_overall	Breadth over all as defined in Article 1.01 point 73, of this Annex (Annex V, Part 1, box 18a), Directive 2008/87/EC, Appendix IV, A5
	Craft_draught	HULL.Craft_dimensions.Craft_draught	Draught as defined in Article 1.01 point 76, of this Annex (Annex V, Part 1, box 19), Directive 2008/87/EC, Appendix IV, A6
	Craft_height	HULL.Craft_dimensions.Craft_height	Height as defined in Article 1.01 No 75, Directive 2008/87/EC, Appendix IV, B4
	Craft_DWT	HULL.Craft_dimensions.Craft_DWT	Deadweight (Annex V, Part 1, box 21 and Annex VI, 11th column) for cargo vessels, Directive 2008/87/EC, Appendix IV, A8
	Craft_GT	HULL.Craft_dimensions.Craft_GT	Gross tonnage (for maritime vessels), Directive 2008/87/EC, Appendix IV, B5
	Craft_displacement	HULL.Craft_dimensions.Craft_displacement	Displacement as defined in Article 1.01 point 60, of this Annex (Annex V, Part 1, box 21 and Annex VI, 11th column) for vessels other than cargo vessels, Directive 2008/87/EC, Appendix IV, A9
Craft_construction	Craft_hull_construction	HULL.Craft_construction.Craft_hull_construction	Single or double hull in accordance with ADN/ADNR, Directive 2008/87/EC, Appendix IV, B3
	Craft_transport_type_UNECE	HULL.Craft_construction.Craft_transport_type_UNECE	Type of craft in accordance with the Technical Specification for Electronic Ship Reporting in inland navigation, Directive 2008/87/EC, Appendix IV, B2
	Craft_category_TD_06_87	HULL.Craft_construction.Craft_category_TD_06_87	Type of craft as defined in Article 1.01, points 1-28, of this Annex (Annex V, Part 1, box 2 of the model), Directive 2008/87/EC, Appendix IV, A3
Craft_equipment	Craft_call_sign	HULL.Craft_equipment.Craft_call_sign	Call sign (for maritime vessels), Directive 2008/87/EC, Appendix IV, B7
	Craft_ATIS-code	HULL.Craft_equipment.Craft_ATIS-code	ATIS code, Directive 2008/87/EC, Appendix IV, B9
	Craft_MMSI-code	HULL.Craft_equipment.Craft_MMSI-code	MMSI number, Directive 2008/87/EC, Appendix IV, B8
	Craft_MMSI-code_AIS	HULL.Craft_equipment.Craft_MMSI-code_AIS	
Craft_certificates	Craft_certificate		* Source of data (= Community Certificate), Directive 2008/87/EC, Appendix IV, A7 * Number of Community Inland Navigation Certificate (Annex V, Part 1, and Annex VI, first column of the model), Directive 2008/87/EC, Appendix IV, A12 * Issue date - no reference * Expiration date (Annex V, Part 1, box 11 of the model, and Annex VI, 17th column of the model), Directive 2008/87/EC, Appendix IV, A13 * Type, number, issuing authority and expiration date of other certificates', Directive 2008/87/EC, Appendix IV, B10 * Flag - no reference
	Craft_certificate.Identification	HULL.Craft_certificates.Craft_certificate.Identification	
	Craft_certificate.Type	HULL.Craft_certificates.Craft_certificate.Type	
	Craft_certificate.Issue_date	HULL.Craft_certificates.Craft_certificate.Issue_date	
	Craft_certificate.Expiration_date	HULL.Craft_certificates.Craft_certificate.Expiration_date	
	Craft_certificate.Issuing_authority	HULL.Craft_certificates.Craft_certificate.Issuing_authority	
	Craft_certificate.Flag	HULL.Craft_certificates.Craft_certificate.Flag	
Craft_operator	NAdata_name	HULL.Craft_operator.NAdata_name	Operator (owner or his representative, Annex II, Chapter 2), Directive 2008/87/EC, Appendix IV, A10
	NAdata_address	HULL.Craft_operator.NAdata_address	
	NAdata_postal_code	HULL.Craft_operator.NAdata_postal_code	
	NAdata_city	HULL.Craft_operator.NAdata_city	
	NAdata_country	HULL.Craft_operator.NAdata_country	
	NAdata_telephone_number1	HULL.Craft_operator.NAdata_telephone_number1	
	NAdata_telephone_number2	HULL.Craft_operator.NAdata_telephone_number2	
	NAdata_telephone_number3	HULL.Craft_operator.NAdata_telephone_number3	
	NAdata_email1	HULL.Craft_operator.NAdata_email1	
	NAdata_email2	HULL.Craft_operator.NAdata_email2	
	NAdata_email3	HULL.Craft_operator.NAdata_email3	
	NAdata_telefax_number	HULL.Craft_operator.NAdata_telefax_number	
	NAdata_operator_date_of_birth	HULL.Craft_operator.NAdata_operator_date_of_birth	
	Issuing_authority	HULL.Issuing_authority	Issuing Authority (Annex V, Part 1, and Annex VI), Directive 2008/87/EC, Appendix IV, A11
	Inactive	HULL.Inactive	-
	Remark	HULL.Remark	-

Version 1.2 dated from 6.10.2009

Annex IV: Competent Authorities of the Parties for the purposes of Directive 2006/87/EC

Competent Authorities of the parties for the purposes of Directive 2006/87/EC are referred to in Article 9 of Directive 2006/87/EC.

Annex V: Competent Authorities of the Parties for the purposes of Directive 2005/44/EC and the Electronic Ship Reporting Regulation

Competent Authorities of the parties for the purposes of Directive 2005/44/EC and the Electronic Ship Reporting Regulation are referred to in Article 8 of DIRECTIVE 2005/44/EC.

Annex VI: Data Security Measures with Regard to the collection, processing, storage and forwarding of HULL DATA of the EHDB

During the system implementation and operation, the following security measures were applied:

- Access Control: All users must be authenticated.
- User accounts, password must be protected. Only the administrator can add and modify user accounts.
- User's password must be stored in hashed format, where the password is unknown, only the equality can be checked.
- User account is locked out after 3 (configurable) failed login attempts. Only the administrator can unlock it.
- A user can modify only its own password with knowing the old one.
- Administrator can reset users' password.
- Application server must be able to serve 40 RIS users, 5 Cert users + 1 administrator concurrently.
- Access Control: Vessel data is protected by access rights. Certain users can only see or edit certain fields.
- Functions, web services are protected by access rights.
- The application has to Log every successful, failed login attempt and modification of vessel data.
- Communication channels have to be protected to provide integrity and confidentiality. PKI is recommended.
- Information in the database is defined as confidential. EU laws protect the privacy. All data is regarded sensitive and must be protected.

Annex 5: Terms of Reference for the Steering Committee (SCOM) of the European Hull Database (EHDB) during the "Proof of Concept" phase

Background:
The unique European Vessel Identification Number (ENI) is used for vessel certification (on basis of the amendment of the Technical Directive 2008/87/EC and the Rhine Inspection Rules) and for River Information Services (on basis of the Commission Regulation 164/2010 for Electronic Reporting). It uniquely defines the identity of a craft (vessel) and will stay with the vessel "from shipyard till wreck yard".

Many countries are already using national databases for registration, certification and traffic management. These databases, which are containing more detailed datasets per craft in most cases, will also be used in the future.
On the basis of the "Functional specification of the Minimum Hull Database and its services", which was approved by the Electronic Reporting Expert Group, PLATINA organised a public tendering procedure for a pilot system, the system implementation was finalized in March 2010. The proof of concept phase will last until the end of PLATINA 31.5.2012). Afterwards, the system should be transferred to another operator, e.g. an international organisation.
During Phase 7, a Steering Committee (SCOM) of the European Hull Database shall lead the proof of concept phase.

Status of the European Hull Database at legal level:
In spring 2010, administrations for the following countries have confirmed by means of a letter[1] that they are agreeing on planning to participate in the proof of concept with the objective to support the assigning of ENIs (Step 1), to avoid duplicate assignment of ENIs to a certain craft:

- Austria
- Belgium
- Bulgaria
- Czech Republic
- Germany[2]
- France
- the Netherlands
- Romania
- Slovakia

A service agreement[3] for full scale data exchange (Step 2), will enable the full scale use by RIS services and enforcement (as indicated in the Technical Directive (2006/87/EC as amended) and the RheinSchUO). The service agreement entered into force on 1.5.2011.

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[1] The letter as Step 1 was prepared within the IRIS Europe II Legal Task Force

[2] Germany stated that after the transposition of an amendment European legislation into national legislation, it might be able to participate.

[3] The service agreement as Step 2 was finalised within the IRIS Europe II Legal Task Force. It entered into force on 1.5.2011.

Responsibilities of the Steering Committee (SCOM) of the European Hull Database
At functional, technical and operational level, the responsibilities of the SCOM of the European Hull Database include guiding the proof of concept phase on behalf of the national certification authorities and RIS authorities on functional, technical and operational level:

1. The SCOM 's mandate and terms of reference shall be approved by the respective certification authorities and RIS authorities of the member states, and reviewed on request of any SCOM member. This does not apply to the indicative targets (planning of next steps), which is a living document, and will be maintained by the SCOM, but in a separate document outside the ToR.
2. Initially, the SCOM 's responsibilities shall include:
    - Monitoring progress on the indicative targets for the EHDB, which are defined by the SCOM.
    - Providing feedback of the usage of the EHDB on national level and coordinated the agreed activities at a national level. A first (quick) evaluation of the usage shall be carried out until August 2011, an in-depth analysis of the usage and added value shall be carried out after one year of operation.
    - Discussing and agreeing on operational procedures for the usage/operation of the EHDB (e.g. what is the procedure for defining a new user in the EHDB[4]). Such operational procedures will always have to respect the provisions of the Service Agreement.
    - Assuring that the EHDB provides the optimal benefit for the national authorities, and making decisions on changes (respecting the provisions of the Service Agreement). In particular the following elements shall be directed:
      As changes will result in costs for national administrations, such changes should be decided upon very carefully.
        i. Configuration of the EHDB (e.g. number of retries until user-accounts are locked)
        ii. Technical realisation of the EHDB (e.g. additional interfaces to other systems, decision on countries to be interconnected to the EHDB, definition of the priorities of the change requests within the allocated budget).
        iii. Operational aspects regarding the operation of the EHDB (e.g. support hours, who has access etc.).
        iv. Operational procedures at the level of national certification or RIS authority users (e.g. sequence of uploading data), at the level of the functional operator of the EHDB (via donau during PLATINA) and the technical operator of the EHDB (ERICSSON Hungary during PLATINA).
    - Approving the establishment of Working Groups/Correspondence Groups to accomplish specific tasks, taking special attention on the scarce resources of the national authorities. .
    - Ensure the cooperation with the JWG and ERI expert group, etc, e.g. by recommending presentations by the secretariat during these meetings.
    - Endorsing the terms of reference for such Working Groups of the SCOM, where required.

[4] Maybe the SCOM could also develop a "access policy": The "service agreement" specifies user communities but it could in be beneficial to foresee a general policy on how and who should be given access by the national administrations as one of the most important concerns of the industry is protection of data.

- Reviewing at least annually the progress towards deliverables of the working groups (if any) as specified in their mandates and terms of reference.
- The SCOM shall assist the EC in preparation of the tasks of the permanent operator by means of deciding on requirements for the permanent operator of the EHDB (after PLATINA).
- The discussion of functional improvements could lead to possible amendment(s) of the legal basis of hull data exchange. The SCOM can provide recommendations to the EC.

3. The SCOM is responsible for deciding upon the proper communication and information.

Non Objectives of the Steering Committee (SCOM) of the European Hull Database

- During the IRIS Europe II project, the temporary legal maintenance of the short term agreements with relation to the EHDB is done by the IRIS Europe II Legal Task Force. The work of the SCOM has to be within the scope of the respective short term agreements; therefore only data elements as mentioned in the respective and applicable legislation/regulation/agreement shall be exchanged.
- The decision on the permanent operator (after PLATINA) will be made by the European Commission in close cooperation with the member states.

Constraints:

- The work of the SCOM has to be based upon the above mentioned short term agreements and the existing legislation/regulation:
  - Directive 2006/87/EC as amended
  - RhineSchUO as amended
  - Directive 2005/44/EC and in particular the Commission Regulation 164/2010 as amended

Duration of the assignment:

The duration of the assignment is at least until the permanent operation is established and so much longer as is then considered to be necessary.

Organisation - Membership:

- All Member States, which participate in the European hull data exchange using the EHDB, are invited to send national delegations, which consist of at least one representative. The active involvement of all parties – especially from certification and/or RIS authorities - is appreciated as the proof of concept phase is vital to gain experience for the full scale operation (after PLATINA).
- Potential members can be invited as observers.

Appointment and responsibilities of the Chairperson:

- The SCOM shall define a fixed or rotating chairperson[5] from the representatives of the individual Member States.
- The key responsibility of the Chairperson of the SCOM shall be to strive to ensure a consensual and balanced approach to all items.

Secretarial support:

- Secretarial support is needed in order to ensure the efficient and effective functioning of the SCOM and the coordination with the other relevant groups. This support

[5] The host could serve as chairperson.

includes tasks such as the preparation of meeting minutes. The PLATINA project shall provide this secretarial support[6].

- The minutes of the meeting shall be sent to Ms. Schlewing as well.

Way of working and Decision Making:
The SCOM can/shall take decisions within the limits of the Service Agreement. Proposals for amendments to the Service Agreement can be discussed by the SCOM, finalized proposals will be subject to the procedures, which are defined in the Service Agreement.

- The SCOM shall meet up to 4 times a year or more when needed.
- Wherever possible, to facilitate preparation of the meetings of the SCOM, the meetings shall be held back-to-back with RIS expert groups or other meetings.
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- The agenda for the next meeting shall be circulated at least 2 weeks in advance of each meeting and, where possible, should be drafted at the end of the previous meeting.
- The agenda of each meeting shall be circulated to all SCOM members and the Chairs of the working groups of the SCOM (if any)
- In between, open issues shall be discussed by email and/or phone conference whenever they appear. It is expected that especially in the introduction phase, lots of issues will have to be clarified.
- Conclusions/Decisions of the SCOM shall be documented in the meeting minutes within 10 working days after the meeting. Afterwards, all members of the SCOM can provide comments within 10 working days after the distribution of the minutes. This shall facilitate the way of working even when not all representatives are present during the meeting.

Procedures for decision-making by the SCOM in case not reaching consensus:

- The preferred way of reaching decisions shall be consensus.
- However, the Chairperson shall have the authority to call for a vote if, in the chairperson's view, consensus cannot be reached on a particular issue at more than 2 consecutive SCOM meetings. Under these circumstances, the Chairperson shall give 2 weeks notice of the intention to call for a vote and notify all members of the SCOM and the Secretariat.
- All SCOM members (including the Chair) shall be entitled to vote.
- For a decision to be approved, 75% of the consolidated[7] votes cast shall be required.
- A minimum of 4 votes cast shall constitute a valid vote and abstentions shall not count as votes.

[6] Secretarial support is provided by PLATINA

[7] Each member state has one vote