

PARTNERSHIP AGREEMENT
BETWEEN
THE INTERNATIONAL MARITIME ORGANIZATION,
THE WORLD CUSTOMS ORGANIZATION,
THE UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE
AND THE INTERNATIONAL ORGANIZATION FOR STANDARDIZATION
CONCERNING THE MAINTENANCE OF THE IMO REFERENCE DATA MODEL

1 **WHEREAS** digitalization of all forms of information exchanges is an increasingly important element in modern societies, including international maritime transport, and that standards are acknowledged to be an essential facilitator for efficient and safe implementation of digitalization; and

2 **WHEREAS** the World Customs Organization (WCO), the International Organization for Standardization (ISO), the United Nations Economic Commission for Europe (UNECE) and the International Maritime Organization (IMO) are collectively referred to as the Parties; and

3 **WHEREAS** WCO, ISO, and UNECE have developed their own standards for the electronic exchange of information related to the Convention on Facilitation of International Maritime Traffic, 1965 (FAL Convention); and

4 **WHEREAS** the Parties acknowledge that different standards are necessary to support different parts of the maritime businesses, but that overlap between these standards should be harmonized to support better communication between these diverse parts of the business domain; and

5 **WHEREAS** the Parties acknowledge the formal procedures applicable for the maintenance and change management of the different standards within the respective organizations being Parties of this Agreement; and

6 **WHEREAS** the 43rd session of the Facilitation Committee of IMO approved the revised IMO Compendium on Facilitation and Electronic Business (IMO Compendium) including a representation-independent data model and a data element list, covering the reporting requirements defined in the FAL Convention (IMO Reference Data Model) to support transmission, receipt, and response of information required for the arrival, stay, and departure of ships, persons, and cargo via electronic data exchange; and

7 **WHEREAS** the Parties have cooperated to develop the IMO Reference Data Model so it can be translated to data elements in their respective standards and by that ensuring interoperability between the respective standards within the scope of the IMO Reference Data Model; and

8 **WHEREAS** the 43rd session of the Facilitation Committee of IMO approved the establishment of the IMO Expert Group on Data Harmonization, that will meet twice a year to take care of the maintenance of the IMO Compendium and of the further development of the IMO Compendium towards harmonization with other fields beyond the FAL Convention; and

9 **WHEREAS**, it is acknowledged that the Parties have limited resources, and that many rely on voluntary work from members to achieve their objectives, the PA must be understood as a commitment to cooperate to achieve the specified goals, but, Parties will have the flexibility to provide resources bearing in mind their priorities and practical constraints.

NOW THEREFORE, THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS PARTNERSHIP AGREEMENT (PA) AS FOLLOWS:

**Article 1
Interpretation**

- 1.1 Any annex to this PA shall be considered an integral part of this PA. References to this PA will be construed as including any annexes.
- 1.2 This PA represents the complete understanding between the Parties and supersedes all prior agreements, communications and representations, whether oral or written, concerning the subject matter of this PA. It specifically supersedes the "Partnership Agreement on the IMO Compendium on Facilitation and E-Business" concluded between WCO and IMO on 22 December 2015.

**Article 2
Purpose**

- 2.1 The purpose of this PA is to establish the conditions of cooperation for the maintenance of the IMO Reference Data Model.

**Article 3
Areas of Cooperation**

- 3.1 The Parties endeavour to:
 - .1 cooperate to maintain the IMO Reference Data Model that will be used as reference for the Parties when maintaining their individual standards, to ensure interoperability of the standards under the scope of this PA, e.g. when the FAL Convention is amended or if errors in the IMO Reference Data Model need correction. This work will be done through individual work procedures which vary between the Parties. IMO will raise necessary change requests to the standards of the respective Parties according to the formal procedures of the respective Parties.
 - .2 create and maintain the implementation of the IMO Reference Data Model based on their standards. The standards of the respective Parties for the electronic exchange of information related to the FAL Convention are:
 - .1 the WCO Data Model;

- .2 the UNECE Core Component Library; and
- .3 the ISO 28005 series of standards.
- .3 have the possibility to raise change requests to the IMO Reference Data Model that will be approved by the IMO Expert Group on Data Harmonization. IMO should notify the Parties on each change request that is raised to the IMO Reference Data Model prior to its presentation in the IMO Expert Group on Data Harmonization.
- .4 participate in the "IMO Expert Group on Data Harmonization" to maintain and develop the IMO Compendium, and to update their respective standards to reflect any changes in the IMO Reference Data Model, in accordance with their respective policies and procedures so that they remain harmonized with any new revisions of the IMO Compendium.
- .5 designate experts with the maintenance of the electronic version of the IMO Compendium and the IMO Reference Data Model and to generate the necessary printed and electronic representations.

3.2 This PA will not be deemed or construed to create, or have been intended to create, financial or administrative or legally binding obligations between the Parties. It would in no way interfere with the Parties' decision-making processes with regard to their own respective mandates, affairs and operations, nor does it prevent the Parties from pursuing the purposes and areas of cooperation set forth in this PA on their own or with other third parties.

Article 4 PA Focal Points

4.1 The Parties have designated PA Focal Points, as indicated in the annex.

Article 5 Intellectual Property Rights

5.1 The Parties agree that there will be no joint intellectual property rights.

5.2 The Parties agree that the IMO Reference Data Model will be the intellectual property of IMO and that this will be published for public use on the IMO web pages; each organization's version of the IMO- Reference Data Model can be freely published under their rules and procedures.

5.3 Other entitlement to all intellectual property rights, including but not limited to, patents, copyrights and trademarks, with regard to materials produced and published by any of the Parties pursuant to the provisions of the present PA shall be agreed upon in advance in writing by any of the Parties.

Article 6
Name/emblem/logo usage

6.1 No Party shall use the name, logo, emblem or trademarks of another Party, or any abbreviation thereof, without the prior express written approval of the other Party.

Article 7
Dispute Settlement

7.1 Any dispute arising out of the application or interpretation or in connection with the present PA shall be settled by amicable and good faith consultations and negotiations between the Parties.

7.2 The Parties shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereto.

7.3 If a dispute or controversy between the Parties cannot be resolved by negotiation or through amicable settlement, the Parties will refer the matter to arbitration. Arbitration shall take place in accordance with the UNCITRAL Arbitration Rules then obtaining.

Article 8
Privileges and Immunities

8.1 Nothing in this PA shall be deemed a waiver, expressly or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs and specialized agencies.#

Article 9
Notification and Amendments

9.1 This PA may be amended only by the written consent of all Parties. Any modifications or changes to the present PA shall take effect on the date of signature by the Parties.

9.2 Any amendment to the annex (PA Focal Points) of this PA does not require written consent of the Parties in accordance with paragraph 9.1 above. A change of focal point shall take effect upon notification in writing to the focal points of the other Parties.

Article 10
Special Measures for Protection From Sexual Exploitation and Sexual Abuse

10.1 In line with the United Nations Secretary General's Bulletin ST/SGB/2003/13, sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Regulations and Rules. When entering into this Agreement, the Parties which are non-United Nations entities, by way of signing this Agreement, issue a written undertaking that accept these standards. Failure by such Parties on taking preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of this PA.

**Article 11
Termination**

11.1 This PA may be terminated by mutual agreement of the Parties or by any Party providing ninety (90) days advance written notice to the others. In any such event, the Parties shall take all necessary actions as required to terminate, promptly and in an orderly manner, any on-going activities or projects carried out under this PA. Termination of the PA shall have no effect on any content integrated in the deliverable(s) of any of the Parties prior to the effective date of termination of this PA.

IN WITNESS WHEREOF, the Parties have executed the PA in four (4) original counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute a single agreement between IMO, WCO, UNECE, and ISO effective as of 15 March 2020, whether or not this copy or any counterpart is signed by all Parties herein.

All counterparts should be signed or executed by duly authorized representatives of the Parties. Delivery of an executed counterpart of this PA in an electronic portable document format (PDF) shall be as effective as delivery of a manually executed original counterpart of this PA.

For IMO

Signature: 
Secretary-General

Date: 28 February 2020

For UNECE

Signature: 
Executive Secretary

Date: 2. 03. 2020

For WCO

Signature: _____
Secretary-General

Date: _____

For ISO

Signature: _____
Secretary-General

Date: _____

ANNEX

PA Focal Points

The Parties have designated PA Focal Points, as indicated below, to ensure its proper implementation:

IMO

Name: Mr. Julian Abril Garcia
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