

# Maritime Connectivity Platform

## Consortium Arrangement

This Maritime Connectivity Platform Consortium Arrangement (“Arrangement”) is made and entered into on the 8<sup>th</sup> day of February 2019, with amendments on the 14<sup>th</sup> of June 2019 by and between

**Ministry of Oceans and Fisheries**, Republic of Korea (“MOF”), as a Governmental Observer Member, a governmental organization representing Republic of Korea for the matter on oceans and fisheries, having a main office at Sejong Government Complex, 94, Dasom2ro, Sejong-si, Republic of Korea 30110;

**Swedish Maritime Administration** (“SMA”), as a Governmental Observer Member, a governmental agency Sweden for the matter on maritime administration, having a main office at SE-601 78 Norrköping;

**OFFIS e. V.** (“OFFIS”), as a Host Member, a research institute established and existing under the laws of Germany, having a main office at Escherweg 2, 26121 Oldenburg, Germany;

**Korea Research Institute of Ships and Ocean Engineering, Korea Institute of Ocean Science and Technology** (“KRISO”), as a Host Member, a research institute established and existing under the laws of Republic of Korea, having a main office at 32, Yuseong-daero 1312beon-gil, Yuseong-gu, Daejeon, Korea;

**RISE Research Institute of Sweden AB** (“RISE”), as a Host Member, a research institute established and existing under the laws of Sweden, having a main office at Lindholmspiren 7a, SE-417 56 Gothenburg, Sweden;

**University of Copenhagen represented by the Department of Computer Science** (“DIKU”), as a Host Member, having a main office at Universitetsparken 1, 2100 Copenhagen Ø, Denmark;

**The Corporation of Trinity House of Deptford Strond, having its registered office at Trinity House, Tower Hill, London, EC3N 4DH, United Kingdom on behalf of themselves and the General Lighthouse Authorities of the UK and Ireland** (“GLA”), as a Host Member;

**Danish Maritime Authority** (“DMA”), as a Governmental Observer Member, a governmental agency of Denmark for the matter on maritime administration, having a main office at Fjordvænget 30, 4220 Korsør, Denmark.

(hereinafter referred to individually as a "Party" and collectively as "the Parties")

WHEREAS the Parties wish to co-operate over the Maritime Connectivity Platform (hereinafter referred to as the “MCP” and set forth below);

WHEREAS this Arrangement sets out the relationship between the Parties and the basic rules for the organisation of the work on the MCP.

WHEREAS the status of a Party under this Arrangement shall be that of an independent contractor. Nothing contained in this Arrangement shall be construed as creating a partnership, joint venture or agency relationship between the Parties or as granting any Party the authority to bind or contract any obligations in the name of or on the account of any other Party or to make any statements, representations, warranties or commitments on behalf of any other Party. The employees allocated by a Party to the MCP shall only be subject to this Party’s instruction authority. All costs and obligations incurred by reason of any employment shall be for the account and expense of the employing Party.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

## **1. DEFINITIONS**

Furthermore, in this Arrangement, the following terms and expressions shall have the meanings respectively assigned to them:

### **1.1 “MCP” means**

The standards and procedures developed and maintained by the Maritime Connectivity Platform Consortium (“MCC”), including but not limited to the reference source code or test software maintained by the MCC, the test instance operated by the MCC and the running instances of the reference software and associated hardware certified and audited by the MCC.

### **1.2 “MCC” means**

The MCP consortium where Host Members, Regular Members and Government Observer Members participate for development and maintenance of the MCP.

1.3 “Host Member” means

An organization or entity of the founding members of the MCC, stated as “Host Member” in this arrangement, who takes initiatives for the MCP. A new member may join the Host Members with the approval of other Host Members as set forth hereunder.

1.4 “Governmental Observer Member” means

(a) An governmental organization or entity of the founding members stated as “Governmental Observer Member”, joining the MCC to ensure maximum coordination, who does not belong to the Host Members as set forth hereunder. A Governmental Observer Member has the right to take part in General Assembly meetings, in meetings of the Board and in any documentation and correspondence related to the Board. A Governmental Observer Member has the right to speak at the General Assembly and Board meetings, but does not have a vote in the Board and does not have any responsibilities for the MCC activities. A new member may join the Governmental Observer Members with the approval of other Observer Members and Host Members as set forth hereunder.

(b) For the Governmental Observers, this Arrangement is not intended to create any legally binding obligations under international law.

1.5 “Regular Member” means

An organization or entity joining the MCC, who is not controlled by or under common control with any of the Host Members or Governmental Observer Members as set forth hereunder.

1.6 “Member” means

A member of the MCC consisting of Host Members, Governmental Observer Member and Regular Members.

1.7 “MCP instance” means

Running software and associated hardware operated by an organisation and certified and audited by MCC.

1.8 “MCP operator” means

An organisation that runs an MCP instance certified and audited by the MCC.

## **2. PURPOSE OF MCC**

2.1 The overall purpose of the MCC will be to govern the MCP and work on the realisation and promotion of the MCP on a strictly non-profit basis and in a fully transparent way. The MCP is only for civil application.

2.2 The MCC will develop and maintain all standards, guidelines and procedures associated with the MCP.

2.3 The MCC will not operate any operational instances of the MCP.

2.4 The MCC will facilitate root certification for the operative usage of the MCP.

## **3. TERM**

3.1 This Arrangement shall become effective on the latest date when all of the Parties have signed the Arrangement, and shall continue in full force and effect until all of the Parties agree to terminate this Arrangement and to leave the MCC

3.2 Any Member may withdraw from this Arrangement and leave the MCC with thirty (30) day prior written notice to the Host Members. The withdrawing Member shall surrender all of its rights given under this Arrangement to participate in the work of the MCC and be relieved from all of its obligations hereunder.

## **4. ORGANISATIONS OF MCC**

### **4.1 MCC**

4.1.1 The Parties hereof shall automatically be the Host Members or Governmental Observer Members as indicated. Host Members and Governmental Observer Members shall be strictly limited to the Parties hereof. A new member may join the Host Members or the Governmental Observer Members with approval according Article 1.3 or Article 1.4.

4.1.2 A Member may join the MCC through a separate membership arrangement, the template of which is attached in Appendix A, entered into by and between the new Member and a representative Party of the Host Members based on decision of the Board in accordance with Article 4.3.4 lit. (a). Article 11.2 shall not apply.

4.1.3 After the establishment of the MCC, the Host Members shall create and keep updating a working document that will describe in detail their individual undertakings within the scope of the MCC.

## **4.2 General Assembly**

4.2.1 MCC shall set up and run a general assembly (the “General Assembly”) for deliberating and deciding significant matters and issues that arise out of or in connection with MCC.

4.2.2 General Assembly shall consist of a representative of all Members. The Chairman of the General Assembly shall be appointed among the representatives.

4.2.3 The Chairman of the General Assembly will be chairing the meeting for which he/she is elected and will also be responsible for the preparation of the succeeding General Assembly.

4.2.4 (a) A General Assembly’s meeting shall take place once or twice a year on a regularly basis by means of face-to-face meeting, tele-conference, video-conference or the like.

(b) At the General Assembly meeting, the date for the next meeting will be announced.

(c) Chairman of the General Assembly shall prepare an agenda for the meeting and convene the meeting with a written notice to all Members informing of venue, date, schedule and agenda of the upcoming meeting at least two (2) weeks prior to the meeting.

(d) Members shall be entitled to propose items of agenda for the General Assembly to the Chairman any time, however no later than three (3) weeks prior to the upcoming meeting.

(e) The agenda and minutes of the previous meeting will be discussed and jointly agreed upon at the beginning of the General Assembly meeting.

4.2.5 The General Assembly shall be responsible for deliberating and deciding the following matters:

(a) Significant issues or concerns of or for the MCP, for which the Board is not responsible;

(b) Standards for the MCP including but not limited to specifications, guidance or manuals;

(c) MCC’s future strategy for security, quality and performance of the MCP;

- (d) Criteria for certification of MCP operators; and
- (e) Other issues or concerns arising out of or in connection with the MCP, for which the Board is not responsible.

4.2.6 (a) The General Assembly shall not decide on any matters unless a majority of Members and all of Host Members participate in the meeting held in accordance with Article 4.2.4. A Member may be represented by a duly authorized proxy or agent at the meeting with a written notice to the Secretariat at least seven (7) days prior to the meeting.

4.2.6 (b) If at the first meeting the quorum is not reached and the General Assembly is unable to act, a second meeting shall be scheduled in which the majority of the Members need not be present. No new agenda items may be defined on the second meeting day. At this second meeting day, a decision can be made by simple majority between the Members present.

4.2.7 Each Host Member and Regular Member shall have one (1) vote. All and any decisions of the General Assembly shall be made by a majority of voting Members present or represented in accordance with Article 4.2.6(a). However, Host Members shall have a right to veto any decisions made by the General Assembly.

4.2.8 The Chairman of the General Assembly shall prepare for the minutes with regards to the proceedings, decisions and other important issues of or from the meeting and distribute them to all Members within two (2) weeks from the meeting.

4.2.9 Each Member that has attended the General Assembly meeting, shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within 15 calendar days from sending, no Member has sent an objection in writing to the Chairman with respect to the accuracy of the draft of the minutes.

### **4.3 The Board**

4.3.1 Host Members shall set up and run a board (the “Board”) for deliberating and deciding upon matters and issues for the MCC on a more operational level than the General Assembly.

4.3.2 The Board shall consist of representatives from the Host Members only. Representatives from the Governmental Observer Members may attend all the meetings and shall be invited like Host Members.

4.3.3 The Board meetings shall take place about four (4) times a year on a regularly basis by means of face-to-face meeting, tele-conference, video-conference or the like.

4.3.4 The Board shall be responsible for the following matters:

(a) Deciding on accession of new Members and termination of existing Members concurrently determining the classification of new Members as Host Member, Regular Member or Governmental Observer Member and concurrently appointing a representative Party of Host Member that will sign the Appendix A.

(b) Establishing working groups to research, study, analyse or resolve certain issues;

(c) Assessing the results or output of Working Groups and elevating them to the General Assembly for final approval and confirmation for the MCP;

(d) Inviting appropriate international organisations to join the advisory board

(e) Operating MCP test instances;

(f) Maintaining the MCP reference source code;

(g) Appointing one or more custodians of one or more MCP root certificates;

(h) Establishing and implementing processes for operation of the MCP and the MCC; and

(i) Deliberating and deciding on other issues or concerns on an operational level for the MCP or MCC.

4.3.5 The Board cannot decide on any matters unless all of the Host Members are represented in the meeting. Host Members may be represented by a duly authorized proxy or agent at the meeting with a written notice to all of the other Host Members at least seven (7) days prior to the meeting.

4.3.6 Each Host Member shall have one (1) vote. Decisions of the Board shall be made by a majority of the Host Members present or represented in accordance with Article 4.3.5, provided that the decisions on the following matters shall require the following majority:

(a) Accession of a new Host Member or Governmental Observer Member; which requires unanimous decision among the Host Members

(b) Removal of an existing Host Member or Governmental Observer Member, which requires  $\frac{3}{4}$  majority among the Host Members.

4.3.7 Governmental Observer Members have the right to speak at Board meetings.

4.3.8 The Secretariat shall prepare the minutes with regards to the proceedings, decisions and other important issues of or from the Board meeting and distribute them to all of Host Members and Governmental Observer Members within two (2) weeks from the meeting. The minutes are considered accepted if no comments have been made before 4 weeks after the distribution.

#### **4.4 Secretary General**

4.4.1 The Board shall appoint a secretary general (the “Secretary General”) of the MCC. The Secretary General shall represent the MCC with regards to all matters for the MCP and the MCC. However, the Secretary General shall not enter into any agreement, commitment, memorandum or the like with a third party on behalf of the MCC or other Members, undertaking any obligations or liabilities.

4.4.2 Term of office of the Secretary General shall be two (2) years and may be re-appointed by the Board without limitation to the number of appointments.

#### **4.5 Secretariat**

4.5.1 The Host Members (one or several) will set up and run a secretariat (the “Secretariat”) which will perform the duties as follows:

- (a) Performing day-to-day operations for the MCC;
- (b) Supporting the Secretary General, the General Assembly, the Board and the Working Groups of the MCC;
- (c) Organizing and facilitating the meetings of the MCC;
- (d) Performing documentations and paperwork for the MCC;
- (e) Administer appropriate Data Protection arrangements for the MCC including the MCC’s Data Protection privacy notice.
- (f) Maintaining the webpage of the MCC; and
- (g) Taking care of other minor issues and concerns that arise out of or in connection with operation of the MCC.

#### **4.6 Working Group**

4.6.1 The Board may establish Working Groups to undertake certain specified tasks as follows:



- (a) Developing and/or maintaining standards, specifications, guidance, manuals or the like for the MCP;
- (b) Developing and/or maintaining open reference software for the MCP;
- (c) Defining APIs of the open reference software for the MCP; and
- (d) Analysing, studying, researching, assessing or resolving certain issues for the MCP which will be assigned by the Board.

4.6.2 The Board shall invite members of Working Groups set up in accordance with Article 4.6.1 from the Host Members, Governmental Observer Members, Regular Members and other external experts who are deemed appropriate for a specific task of Working Groups.

#### **4.7 Advisory Board**

4.7.1 The Board of the MCC will invite relevant international organisations to participate in an advisory board (the “Advisory Board”) for the MCC.

4.7.2 The Advisory Board may make a contribution to the MCP by providing advice, consultation, cooperation or coordination to or with the MCC. However, for avoidance of any doubt, the Advisory Board shall not have any power, authority or right to vote or decide on any matters or issues with regards to the MCC.

### **5. INTELLECTUAL PROPERTY RIGHTS**

5.1 All results achieved in the framework of this Consortium Arrangement, e.g. software or other intellectual property (“IP”), are owned by the Member that generates them, even if a result is required for implementation of the MCP.

5.2 Before IP owned by a Member or any third party can become part of the standard of the MCP, the Member introducing such IP must inform the General Assembly hereof and if the General Assembly decide to include such IP, it must be stated in the document describing the standard that a license is required.

5.3 Software accepted to be reference source code for the MCP must be open. The Board shall decide the exact license of open source for the reference software of the MCP.

## **6. PUBLICATIONS**

6.1 Each Member shall be free to publish or announce in public its own work, including but not limited to its research on or contribution to the MCP.

6.2 Standards, guidelines, specifications, manuals and other documentation made for the operation of MCP or MCC and confirmed by the Board or the General Assembly shall be uploaded by the Secretariat on the official webpage of the MCP and released for free to the Members and general public. The General Assembly shall be certain that no confidential information is disclosed.

## **7. EXPENSES**

7.1 Each Member shall be solely responsible for all and any expenses incurred from its participation in the MCP and MCC, including but not limited to the costs for performing its assignment or task under this Arrangement.

7.2 Host Members may get expenses reimbursed for services offered on behalf of the MCC. This requires prior approval of the Board and the General Assembly and must be done in a strictly non-profit and fully transparent manner.

## **8. LIABILITY**

### **8.1 Disclaimers**

8.1.1 Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by each Party or Member pursuant to this Arrangement are granted and/or provided on an "AS IS" basis.

8.1.2 Any Party or Member shall make no warranties of any kind, either express or implied, as to any matter, and all such warranties, including warranties of merchantability and fitness for a particular purpose, are expressly disclaimed. Without limiting the generality of the foregoing, any Party or Member shall not make any warranty of any kind relating to error-free operation, results to be obtained from use, freedom from patent, trademark and copyright infringement and/or freedom from theft of trade secrets.

8.1.3 Any Party or Member shall be prohibited from making any express or implied warranty to any third party on behalf of the other Parties or Members relating to any matter, including the application of or the results to be obtained from the information, materials, services, intellectual property or other property or rights granted and/or provided by the other Parties or Members pursuant to this Arrangement.

## **8.2 Limitation of Liability**

8.2.1 Any Party or Member shall not be liable to the other Parties or Members for any and all liability, damage, loss or expense (including reasonable attorneys fees and expenses) incurred by or imposed upon the other Parties or Members arising out of or relating to exercise of any rights and/or act or omission of any obligations, including any breach of this Arrangement, by any Parties or Members under this Arrangement, under any theory of liability, including but not limited to actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis, provided such damage was not caused by gross negligence or a willful act.

8.2.2 Any Party or Member shall not be liable to the other Parties or Members for any reason whatsoever arising out of or in connection with this Arrangement, including any breach of this Arrangement, for indirect losses such as loss of profit or for incidental, indirect, special or consequential damages even if the Parties or Members has been advised of the possibility of such damages or has or gains knowledge of the existence of such damages, provided such damage was not caused by gross negligence or a willful act.

## **9. GOVERNING LAW**

This Arrangement shall be governed, construed and interpreted by and in accordance with the laws of Belgium, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this arrangement to the substantive law of another jurisdiction.

## **10. DISPUTE RESOLUTION**

10.1 All disputes arising out of or in connection with this Arrangement and/or the MCC shall be attempted to be settled through good-faith discussion and negotiation in the level of organization where the disputes have arisen. For instance, a dispute arising during performance in a certain Working Group shall be attempted to reach an amicable resolution of the disputes in the Working Group.

10.2 In the event that discussion and negotiation in accordance with Article 10.1 does not result in a resolution of the dispute, the Members involved with the dispute shall be entitled to escalate the dispute to either the Board or the General Assembly to finally settle and the Board or the General Assembly shall make a decision in accordance with Article 4 to resolve the dispute. The foregoing shall be without prejudice to the right of any Member to seek relief before the competent court in Brussels.

10.3 In the event that discussion and negotiation in accordance with Article 10.1 and 10.2 does not result in a resolution of the dispute, such dispute shall be settled by the Belgium courts.

## **11. GENERAL PROVISIONS**

11.1 The Arrangement shall be binding on the Members except Governmental Observer Members hereto. Members may not assign the Arrangement without the prior written consent of the General Assembly. Any assignment by operation of law, order of any court, or pursuant to any plan of merger, consolidation or liquidation, shall be deemed an assignment for which prior consent is required and any assignment made without such consent shall be void and of no effect as between the Members.

11.2 No amendment or change to the Arrangement shall be valid unless in writing and signed by a duly authorized representative of each Member.

11.3 This Arrangement, including any appendices, schedules, exhibits, referred to therein and attached thereto, constitutes the entire arrangement between the Members with respect to the subject matter contained in this Arrangement and supersedes all prior arrangements, whether written or oral, with respect to such subject matter.

11.4 In the event that any provision of the Arrangement conflicts with the law under which the Arrangement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to reflect as nearly as possible the original intentions of the Members in accordance with applicable law. The remainder of the Arrangement shall remain in full force and effect.

11.5 This Arrangement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument. Further, this

Arrangement may be executed by a signed copy sent by post which shall be given the effect of an original signature upon receipt by the other Host Members and Governmental Observer Members of the signed copy sent by post.

Accepted and agreed by the following authorized representatives of the Parties as of the signature date below:

*[Signature page to follow]*

**OFFIS e. V.** (“OFFIS”)

Member status: Host Member

Name:

Title:

Date:

Signature:

**Korea Research Institute of Ships and Ocean Engineering, Korea Institute of Ocean Science and Technology** (“KRISO”)

Member status: Host Member

Name:

Title:

Date:

Signature:

**RISE Research Institutes of Sweden AB** (“RISE”)

Member status: Host Member

Name:

Title:

Date:

Signature:



**University of Copenhagen, Represented by Department of Computer Science (“DIKU”)**

Member status: Host Member

Name: Mads Nielsen

Title: Head of Department

Date:

Signature:

**The Corporation of Trinity House of Deptford Strond, having its registered office at Trinity House, Tower Hill, London, EC3N 4DH, United Kingdom on behalf of themselves and the General Lighthouse Authorities of the UK and Ireland**

Member status: Host Member

Name:

Title:

Date:

Signature:

**Swedish Maritime Administration (“SMA”)**

Member status: Governmental Observer Member

Name:

Title:

Date:

Signature:

**Ministry of Oceans and Fisheries, Republic of Korea (“MOF”)**

Member status: Governmental Observer Member

Name:

Title:

Date:

Signature:

**Danish Maritime Authority (“DMA”)**

Member status: Governmental Observer Member

Name:

Title:

Date:

Signature:

[Appendix A]

## **Maritime Connectivity Platform Consortium Membership Arrangement**

CONSORTIUM PARTICIPATION ARRANGEMENT (the "Arrangement") effective as of \_\_\_\_\_, by and between the \_\_\_\_\_ (One of the Host Members, representing the Host Members of the Maritime Connectivity Platform Consortium, the "MCC" as set forth in the minutes of the Board Meeting); and \_\_\_\_\_, having an office at \_\_\_\_\_ (the "Member").

WHEREAS, the Member wishes to participate in the MCC, the purposes of which are set forth in the Maritime Connectivity Platform Consortium Arrangement ("MCC Arrangement") with all amendments by the day of signature. The MCC Arrangement and its amendments can be obtained from the MCC secretariat.

WHEREAS, the Host Members have agreed to the Member's participation as a new \_\_\_\_\_ Member in the MCC in accordance with the terms and conditions of the MCC Arrangement;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

### **1. MEMBERSHIP**

1.1 By this Arrangement the Member becomes a \_\_\_\_\_ Member of the MCC as defined in the MCC Arrangement on the terms and conditions set forth in the MCC Arrangement with all amendments by the day of signature.

1.2 By signing this Arrangement, the Member shall be bound by not only this Arrangement, but also by the MCC Arrangement with all amendments by the day of signature.

1.3 By entering this arrangement the new members agree and acknowledge that the MCC secretariat will process and retain certain personal data (name, email addresses etc.) about relevant personnel involved in the Arrangement. The secretariat requires this information in order to exercise its duties in the consortium and for administration of the business of the consortium more widely. Further information regarding the manner in which this personal data will be processed and retained is provided in the Data Protection privacy notice produced by the MCC secretariat

## **2. COMMENCEMENT AND DURATION**

2.1 This Arrangement shall enter into force when the Host member of the MCC represented by [ ] for this Arrangement and the Member have signed the Arrangement below.

*[Signature page to follow]*

Accepted and agreed by the following authorized representatives of the Parties as of the signature date below:

**\_\_\_\_\_ ] (on behalf of the Host members of the Maritime Connectivity Platform Consortium)**

Name:

Title:

Date:

Signature:

**\_\_\_\_\_ ] (as a new Member of the MCC)**

Name:

Title:

Date:

Signature: