

## Sutartis dėl prieigos prie AIS duomenų

Laikantis HELCOM Kopenhagos deklaracijos, priimtose 2001 m. rugsėjo 10 d., siekiant pagerinti Automatinės laivų atpažinimo sistemos (toliau – AIS) naudojimą ir HELCOM rekomendacijos 22E/5 įgyvendinimą, sudaryta sutartis dėl prieigos prie AIS duomenų (toliau – Sutartis) tarp susitariančių šalių, atstovaujamų<sup>1</sup>:

Danijos saugios laivybos administracijos, atstovaujančios Danijos šaliai, įsikūrusios Kopenhagoje, Danijoje,

ir

Estijos jūrų administracijos, atstovaujančios Estijos šaliai, įsikūrusios Taline, Estijoje,

ir

Suomijos jūrų administracijos, atstovaujančios Suomijos šaliai, įsikūrusios Helsinkyje, Suomijoje,

ir

Federalinės transporto, statybos ir aprūpinimo būstu ministerijos, atstovaujančios Vokietijos šaliai, įsikūrusios Bonoje, Vokietijoje,

ir

Latvijos jūrų pajėgų, atstovaujančių Latvijos šaliai, įsikūrusių Rygoje, Latvijoje,

ir

Lietuvos saugios laivybos administracijos, atstovaujančios Lietuvos šaliai, įsikūrusios Klaipėdoje, Lietuvoje,

ir

Norvegijos jūrų pakrančių administracijos<sup>2</sup>, atstovaujančios Norvegijos šaliai, įsikūrusios Aalesunde, Norvegijoje,

ir

Lenkijos jūrų administracijos, atstovaujančios Lenkijos šaliai, įsikūrusios Varšuvoje, Lenkijoje,

ir

Rusijos federacijos transporto ministerijos, atstovaujančios Rusijos šaliai, įsikūrusios Maskvoje, Rusijoje,

ir

Švedijos jūrų administracijos, atstovaujančios Švedijos šaliai, įsikūrusios Norköpinge, Švedijoje.

Prieiga prie AIS duomenų, iki šiol suteikta pagal 2005 m. sutartį dėl prieigos prie AIS duomenų, lieka galioti.

### Preambulė

HELCOM neeiliniame ministrų susitikime, įvykusiame 2001 m. rugsėjo 10 d. Kopenhagoje, buvo nuspręsta įkurti darbo grupę, „palengvinti abipusį AIS duomenų teikimą bei pasikeitimą, įskaitant jūrų transporto monitoringo sistemos Baltijos jūros zonoje sukūrimą“. Darbo grupei pavesta „apsvarstyti teisinę bazę bei surasti sprendimą, kaip valdyti pasikeitimą AIS duomenimis tarp Baltijos šalių“.

Susitariančios šalys yra susitarusios dėl AIS duomenų keitimosi metodų, ir sistemos įdiegimas yra prasidėjęs.

### Sąvokos

Šioje Sutartyje yra vartojamos IALA (Tarptautinės švyturių tarnybos asociacijos) ir TJO (Tarptautinės jūrų organizacijos) vartojamos sąvokos.

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<sup>1</sup> Asmenys, įgaliojti pasirašyti Sutartį, turi būti pripažinti susitariančios šalies

<sup>2</sup> Norvegija nėra HELCOM narė, bet Norvegijos jūrų pakrančių direktoratas sudaro šią Sutartį prisiimdamas visišką atsakomybę dėl šios Sutarties.

### **Tikslas**

Ši Sutartis reguliuoja neapmokestinamą apsikeitimą AIS duomenimis tarp valstybių pagal HELCOM Kopenhagos deklaraciją, priimtą 2001 m. rugsėjo 10 d. Kopenhagoje. Taip pat reguliuoja AIS duomenų, gautų iš susitariančių šalių (HELCOM susitariančių valstybių ir Norvegijos), paskirstymą ir naudojimą bendru tikslu – stiprinti laivybos saugumą ir Baltijos jūros aplinkos apsaugą, kaip nustatyta Helsinkio konvencijoje. Be to, Sutartis nustato HELCOM AIS duomenų naudojimo kitais tikslais procedūras.

### **Prieiga prie duomenų**

Kiekviena susitarianti šalis privalo suteikti galimybę naudotis AIS duomenimis pagal AIS ekspertų darbo grupės nustatytą metodą per internetą taip, kaip nurodyta **2 priede**.

AIS duomenys, gaunami iš visų laivų, kuriems AIS įranga yra privaloma pagal SOLAS konvenciją, privalo būti prieinami. Rekomenduojama filtruoti AIS duomenis, gaunamus iš vidinius jūrinius reišius atliekančių laivų, kad nebūtų prieinami kitoms valstybėms. Duomenys apie laivus, kurių veikla paminėta **1 priede**, neturėtų būti filtruojami.

### **AIS apdorojamų (real-time), istorinių (historical) ir statistinių duomenų paskirstymas bei naudojimas**

Kiekviena susitarianti šalis privalo apriboti gautų AIS duomenų platinimą naudotojams ir jų naudojimą, apibrėžtą **1 priede**.

Kiekviena susitarianti šalis yra atsakinga už naudojimąsi paskirstytais HELCOM AIS duomenimis ir privalo imtis atitinkamų veiksmų, užtikrinančių, kad gavėjai neplatintų HELCOM AIS duomenų, ir kad HELCOM AIS duomenys yra naudojami tik tikslais, išvardintais Sutartyje ir jos **1 priede**.

Tačiau kiekviena susitarianti šalis gali teikti duomenis tretiesiems asmenims, bet tik tuo atveju, jei susitariančią šalį įpareigoja įstatymas atskleisti informaciją pagal visuomenės prieinamumo prie oficialių įrašų principus.

Sprendžiant dėl paskirstymo teisių ir HELCOM AIS duomenų naudojimo kitais tikslais ir kitų naudotojų, nei nustatyta **1 priede**, taikoma ši procedūra:

1. HELCOM sekretoriatas veikia kaip ryšių centras ir gauna prašymus dėl prieigos prie HELCOM AIS duomenų ir jų naudojimo teisių suteikimo.
2. Sekretoriatas tvirtina informaciją, pateikiamą prašymuose dėl prieigos prie HELCOM AIS duomenų.
3. Sekretoriatas faksimiliniu ryšiu ir elektroniniu paštu išsiunčia patvirtintą prašymą visoms susitariančioms šalims, atstovaujamos HELCOM delegacijų vadovų, ir kontaktiniams asmenims, atsakingiems už Sutartį, bei Norvegijos jūrų pakrančių administracijai.
4. HELCOM delegacijų atstovų ir Norvegijos jūrų pakrančių administracijos sprendimas dėl prieigos prie HELCOM AIS duomenų (ne)suteikimo perduodamas raštu HELCOM sekretoriatui.
5. Prieiga prie HELCOM AIS duomenų suteikiama tik tokiu atveju, jei tai patvirtina visos susitariančios šalys.
6. Susitariančios šalys turėtų apsvarstyti prašymą ir perduoti priimtą sprendimą HELCOM sekretoriatui per 30 dienų nuo užklauso išsiuntimo susitariančioms šalims. HELCOM sekretoriatas turėtų informuoti prašytoją apie priimtą sprendimą per dvi savaites.
7. Standartinė sutartis dėl HELCOM AIS duomenų naudojimo, numatanti galimus prieigos prie HELCOM AIS duomenų apribojimus, pasirašoma tarp prašytojo ir HELCOM. Standartinė sutartis pateikta **3 priede**.
8. Danijos saugios laivybos administracija informuojama apie susitariančių šalių sprendimą, kad per protingą laikotarpį galėtų įgyvendinti reikalingus techninius sprendimus prašytojo užklausiems HELCOM AIS duomenims pateikti.

### **Informacija apie privačius asmenis**

Kai tarp AIS duomenų yra informacijos apie privačius asmenis, susitariančios šalys įsipareigoja užtikrinti šių asmenų privatumo apsaugą pagal Direktyvą 95/46/EC dėl asmenų apsaugos tvarkant asmens duomenis ir dėl laisvo tokių duomenų judėjimo bei kitus taikomus tarptautinius, Europos Bendrijos ir nacionalinius įstatymus bei taisykles.

### **Garantijų neteikimas**

Pateikianti ar perduodanti AIS duomenis šalis nesuteikia nei aiškios, nei numanomos garantijos jokiems dalykams, įskaitant bet kokios informacijos ar duomenų prieinamumą, tikslumą ar tikrumą, neatsižvelgiant, ar ta informacija bei duomenys yra materialūs ar nematerialūs, pagaminti, sukurti ar pateikti pagal susitarimą, neatsižvelgiant į tos pagamintos, sukurtos ar pateiktos informacijos ar duomenų nuosavybę, perkamumą, tinkamumą tam tikram tikslui.

### **Force Majeure**

Nė viena susitarianči šalis nėra atsakinga dėl bet kokių nenumatomų aplinkybių, kurių ji negali kontroliuoti ir kurios nėra sukeltos dėl šalies kaltės ar aplaidumo, ir dėl kurių šalis negali vykdyti savo įsipareigojimų pagal šią Sutartį, įskaitant, bet tuo neapsiribojant, potvynius, sausras, žemės drebėjimus, uraganus, gaisrus, greitai plintančias užkrečiamas ligas, žaibus bei kitas gamtines katastrofas, epidemijas, karus, sukilimus, civilinius neramumus ar nepaklusnumus, streikus, darbo konfliktus ar trikdžius, grėsmes ar avarijas, sabotazus, teismo ar valstybės įstaigos įsakymus arba draudimus. Jeigu, esant Force Majeure sąlygoms, šalis negali vykdyti įsipareigojimų, apie tai ji nedelsiant informuoja kitas šalis. Šalis turi dėti visas pastangas, kad atnaujintų veiklą kaip įmanoma greičiau ir kad veikla būtų sustabdyta tik tam laikui, kurio reikia dėl nenumatytų aplinkybių.

### **Kontaktiniai asmenys**

HELCOM sekretoriatas turės bei atnaujins kontaktinių asmenų ir duomenų sąrašą.

### **Prieigos teisių prie AIS duomenų nutraukimas**

Šios Sutarties sąlygų nevykdymas suteikia teisę pateikiančiajai ar perduodančiajai duomenis šaliai nutraukti prieigos prie AIS duomenų teisę tol, kol gaunančioji šalis pažeidžia sąlygas.

### **Sutarties pakeitimas**

Dėl šios Sutarties pakeitimų šalys tariausi raštu.

### **Ginčai**

Iškylus ginčams tarp susitariančių šalių dėl šios Sutarties interpretacijos ar taikymo, jos turi siekti sprendimo derybomis. Jeigu suinteresuotos šalys negali susitarti, jos turi kreiptis į tarpininkavimo paslaugas teikiančią agentūrą arba kartu prašyti trečios susitariančios šalies, kompetentingos tarptautinės organizacijos ar kompetentingo asmens tarpininkavimo.

Jeigu suinteresuotos šalys negali išspręsti ginčo derybų metu ar nesutaria dėl ankščiau paminėtų priemonių, tokie ginčai bendru susitarimu perduodami *ad hoc* arbitražo tribunolui, nuolatiniam arbitražo tribunolui ar Tarptautiniam teisingumo teismui.

### **Sutarties nutraukimas**

Ši Sutartis įsigalioja nuo visų susitariančių šalių pasirašymo datos ir galioja penkerius (5) metus. Po to ši Sutartis automatiškai atnaujinama vieneriems (1) metams.

Tačiau bet kuri susitarianči šalis gali nutraukti savo bendradarbiavimą, kurį sąlygoja ši Sutartis, apie tai prieš šešis mėnesius raštu pranešusi kiekvienai susitariančiai šaliai.

Ši Sutartis sudaryta 10 kopijų, kurios yra lygiateisės, po vieną egzempliorių saugo kiekviena susitarianči šalis.

## Sutarties dėl prieigos prie AIS duomenų 1 priedas

### PRAŠYMAS GAUTI (KEISTIS) LAIVŲ, ESANČIŲ BALTIJOS JŪROJE, AIS DUOMENIS (DUOMENIMIS)

AIS duomenys, gaunami realiuoju laiku, šioje Sutartyje yra apibrėžiami taip:

- laivų AIS pranešimai teikiami nenutrūkstamai;
- tarnybinėje stotyje gauti duomenys perduodami nedelsiant po jų gavimo;
- perduodami iškart (be papildomos gaišaties);
- persiuntimas vykdomas ištisiniu srautu, ne duomenų blokais;
- nepriklausomi nuo pranešimo intervalo (dažnumo) (ne visos žinutės, gautos nacionaliniuose centruose, yra perduodamos regioniniam centrui. Pranešimų intervalas yra retai pasikartojantis).

**Prieigos tipas:** kiekvienu atveju, susitariančios šalies nuožiūra, gali būti taikomi kai kurie patvirtinti apribojimai, pavyzdžiui: laiko, geografiniai ir / ar atnaujinimų dažnio.

Kai prieiga yra įdiegta tiesiogiai iš HELCOM AIS Informacijos centro, ji suteikiama visiems susitariančių šalių duomenims\* pagal galiojančią atnaujinimo dažnį.

Jeigu reikalinga prieiga prie didžiausio atnaujinimo dažnio, sprendžiama abipusiai.

#### AIS duomenų tipai:

- Realio laiku gaunami (real time) (R),
- Statistiniai \*\* (S),
- Istoriniai (historical) (I),
- AIS apdorojamų duomenų atvaizdavimas tinkle (*angl.* web based)\*\* (V).

| Naudotojas                                                                                                                                                                                                                                    | Paskirtis                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | AIS duomenų tipas |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| HELCOM sekretoriatas                                                                                                                                                                                                                          | įgyvendinti Helsinkio konvenciją                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | S, I, V           |
| Nacionalinės administracijos, įskaitant avarijų tyrimo įstaigas ir organizacijas bei institucijas, atliekančias tyrimus, ar jų įgaliotas įstaigas Baltijos jūros valstybėse ir Norvegijoje, veikiančias šiame dokumente nustatytomis teisėmis | <ul style="list-style-type: none"> <li>- kova su tarša ir taršos prevencija</li> <li>- LET (laivų eismo tarnybos)</li> <li>- uosto valstybės kontrolė</li> <li>- nenumatyti atvejai</li> <li>- tarptautinė laivų ir uostų apsauga</li> <li>- paieška ir gelbėjimas</li> <li>- laivų avarijų tyrimas</li> <li>- eismo planavimas, efektyvumas ir valdymas, įskaitant ledlaužių tarnybas</li> <li>- privaloma informavimo sistema pagal HAZMAT pranešimų reikalavimus</li> <li>- laivo valdymas</li> <li>- muitinės priežiūra</li> <li>- mokslo ir tyrimų pagalba įgyvendinant Helsinkio konvenciją ir rengiant IMO laivybos kelių priemones</li> </ul> | R, S, I, V        |
| ES institucijos                                                                                                                                                                                                                               | Helsinkio konvencijos taikymas, įskaitant: <ul style="list-style-type: none"> <li>- privalomą informavimo sistemą pagal HAZMAT pranešimų reikalavimus</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | R, S, I, V        |

|  |                                                                                                                                       |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <ul style="list-style-type: none"> <li>- eismo planavimą</li> <li>- taršos prevenciją</li> <li>- laivybos saugą ir saugumą</li> </ul> |  |
|--|---------------------------------------------------------------------------------------------------------------------------------------|--|

Siekiant detaliau nustatyti informaciją, kuria keičiasi susitariančios šalys, lentelėje pateikiama informacija gali būti svarstoma papildomai.

\* Išskyrus realiu laiku gaunamus srauto duomenis, filtruojamus atsižvelgiant į šalių AIS duomenis

\*\* dėl techninių priežasčių šiuo metu suteikiamos ne daugiau nei 5 prieigos šaliai.

## Sutarties dėl prieigos prie AIS duomenų 2 priedas

### HELCOM tarnybinė stotis

### Ryšio sąsajos aprašymas

### Įvadas

### Tikslas

Šiame dokumente aprašomos dvi sąsajos, susijusios su susitariančių šalių pageidavimu keistis tiesioginiais AIS duomenimis su HELCOM tarnybine stotimi.

### Apimtis

Šis dokumentas nustato duomenų užsakymo ir teikimo, suskirstyto į 2 laikotarpius (periodus), tvarką:

#### 1 laikotarpis: bandymų ir pasiruošimo periodas (2004 m. spalį–2005 m. sausis)

Bandymų ir pasiruošimo tikslas – palengvinti testavimą, kai yra išspręsti visi techniniai nesklandumai dėl duomenų užsakymo ir teikimo bei turima siuntimo spartos eksploatavimo patirties.

HELCOM tarnybinė stotis apdoro AIS duomenis, pateiktus į duomenų bazę, suteikiant galimybę testuoti statistinius požymius. Sąsaja įrengiama nesudėtingai.

(Susitariančių šalių specialieji techniniai atstovai turėtų susisiekti su projekto vadovu Jens Kristian Jensen [jkj@frv.dk](mailto:jkj@frv.dk) ir susitarti dėl testavimo plano bei konkrečių elementų dėl IP adresų ir uostų numerių).

#### 2 laikotarpis: bandomosios versijos periodas (2005 m. vasaris–2005 m. gegužė)

Po HELCOM tarnybinės stoties bandomosios versijos paleidimo 2005 m. sausio mėnesį, įgyvendinama kita sąsaja, įskaitant apsaugos priemones. Programos Client Proxy naudojimas bus perduotas susitariančioms šalims, kurios galės ją išbandyti, ir nuo to momento per programą Client Proxy bus sukurta ryšio sąsaja su HELCOM tarnybine stotimi. Saugą tarp Client Proxy programos ir HELCOM tarnybinės stoties užtikrina prisijungimo sistema ir SSL (*angl.* Secure Socket Layer) prievadas.

### Nuorodos

| Nuorodos pavadinimas | Pastabos                                                                                                                                                                                                                                      |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IEC 61162-1          | Jūrų navigacijos ir radijo ryšio įranga ir sistemos<br>1 dalis: Vienas skleidėjas ir vienas gavėjas ( <i>angl.</i> Single talker and single listener), su 2001 m. pataisomis.<br>2.0 Leidimas                                                 |
| IAC/PAS 61162-100    | Jūrų navigacijos ir radijo ryšio įranga ir sistemos<br>Skaitmeninės sąsajos – 101 dalis: Vienas skleidėjas ir daug klausytojų ( <i>angl.</i> Single talker and multiple listeners) – papildomi IEC 61162-1 reikalavimai UAIS.<br>1.0 Leidimas |
| IEC/PAS 61162-101    | Jūrų navigacijos ir radijo ryšio įranga ir sistemos<br>101 dalis: Vienas skleidėjas ir daug klausytojų ( <i>angl.</i> Single talker and multiple listeners) – pakeisti sakiniai ir reikalavimai IEC 61162-1.                                  |

|  |              |
|--|--------------|
|  | 1.0 Leidimas |
|--|--------------|

### Apibrėžimai, akronimai ir santrumpos

| Apibrėžimo pavadinimas | Pastabos                                                                                                                                                                                                                                                                                           |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Abonento užklausa      | AIS programa „Client Proxy“ gali būti naudojama kartu su bet kuria programine įranga, galinčia nuskaityti IEC 61162-1 formatą atitinkančius AIS duomenis. Pavyzdžiui, duomenų bazė, sauganti duomenis, statistinė programa ar schemų vaizduojamoji programa, rodanti AIS informaciją, pvz. Adveto. |
| Client Proxy           | Client Proxy yra AIS programa, naudojama prisijungimui prie HELCOM AIS duomenų, kaip tai aprašyta šiame dokumente.                                                                                                                                                                                 |
| HELCOM_IP              | IP adresas, iš kurio HELCOM tarnybinė stotis jungsis prie AIS duomenų teikėjų. TBD (1)                                                                                                                                                                                                             |
| PROXY_MAN              | Antžeminės AIS programos Client Proxy naudotojo vadovas.                                                                                                                                                                                                                                           |

### Sąsajos aprašymas

Šiame skyriuje aprašoma sąsaja, naudojama teikiant duomenis ir juos gaunant iš HELCOM tarnybinės stoties.

### Duomenų formatas

Duomenys turi atitikti IEC 61162-1, IEC/PAS 61162-100 ir IEC/PAS 61162-101 standartus, t. y. AIS pranešimai perkelti į VDM ar VDO sakinius, suvienodinant pateikties sąsajos (*angl.* presentation interface) išvestį pagrindinėje stotyje.

Teikdamos duomenis HELCOM tarnybinei stočiai, susitariančios šalys suteiks prieigą prie AIS sistemos duomenų per TCP/IP prievadą (t. y. kaip telnet ryšys, apibūdinamas fiksuotu IP adresu ir prievado numeriu), jeigu duomenys iš šių šalių AIS sistemos bus prieinami.

Taip pat, TCP/IP prievadas bus prieinamas, gaunant duomenis iš HELCOM tarnybinės stoties.

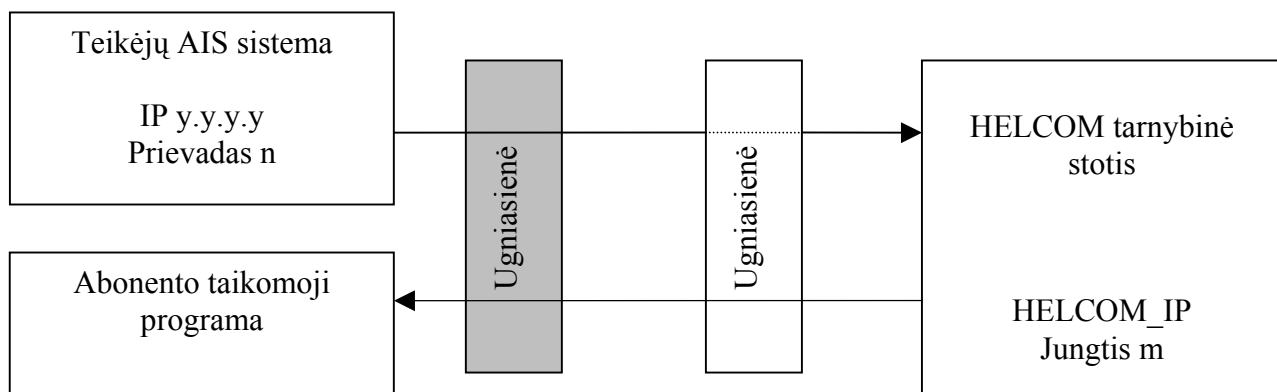
### Apsauga

Nuspręsta, kad bandymų metu duomenys teikiami HELCOM tarnybinei stočiai ir iš jos gaunami vieninteliu būdu – per standartinę prisijungimo jungtį iš konkrečių IP adresų. Po bandomosios versijos išleidimo, SSL ryšys bus vykdomas naudojant Client Proxy programą.

VPN (*angl.* Virtual Private Network) naudojimas bus nutrauktas dėl sunkumų, susijusių su daugybės skirtingų VPN prisijungimų administravimu, ir dėl galimybės suteikti VPN naudotojams platesnes nei numatoma prieigas prie duomenų, tuomet kai SSL ryšys yra ribotas ir laikomas pakankamai saugiu.

## Ryšio įdiegimas

### 1 laikotarpis: bandymų ir pasiruošimo periodas (2004 m. spalio – 2005 m. sausis)



1 pav. HELCOM tarnybinės stoties duomenų atkūrimas TCP/IP programinės jungties ryšiu.

Bandymų ir pasiruošimo laikotarpiu HELCOM tarnybinė stotis bus jungiama tiesiogiai prie teikėjų AIS paslaugos (angl. service) ir pradės kaupti duomenis naudodamasi TCP/IP programinės jungties ryšiu. Susitariančios šalys turi pateikti HELCOM tarnybinės stoties projektui IP adresus ir prievadų numerius, per kuriuos HELCOM tarnybinė stotis galės prisijungti prie teikėjų AIS paslaugos.

Duomenų gavėjai galės patikrinti ryšį su HELCOM tarnybine stotimi, tačiau negalės tikėtis tolesnio duomenų srauto siuntimo iki tol, kol nebus įgyvendintos visos saugumo priemonės bei tinkama siuntimo sparta.

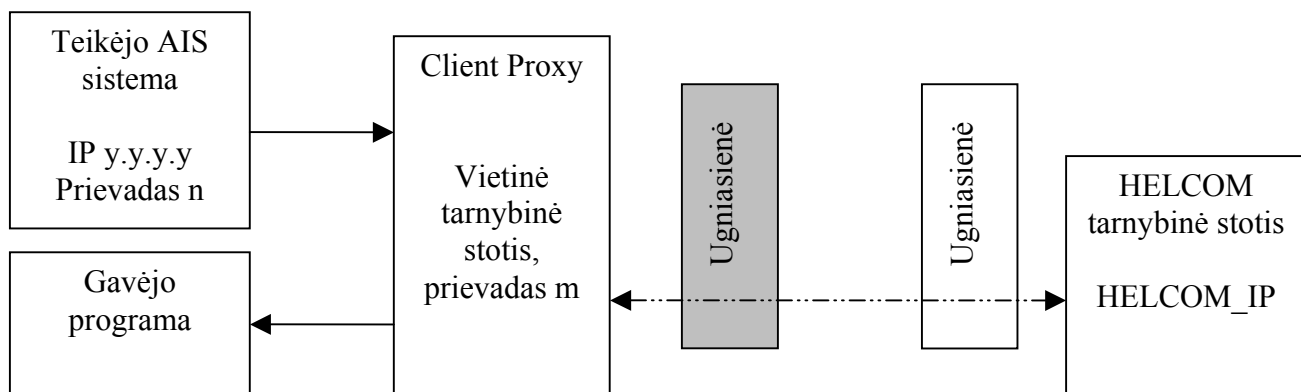
Tam, kad šiuo periodu būtų užtikrintas minimalus apsaugos lygis, HELCOM tarnybinė stotis visada prisijungs iš HELCOM\_IP adreso, taip kiekviena susitarianti šalis galės apsaugoti savo tinklą ugniasiene ir leisti prisijungimus tik iš konkrečių IP adresų. Susitariantioms šalims bus leidžiama prisijungti tik iš vieno konkretaus IP adreso.

Jei tarp duomenų teikėjo AIS sistemos ir interneto yra ugniasienė, turi būti užtikrinama, kad jos konfigūracija (nustatymai) leistų prisijungti iš HELCOM\_IP adreso prie atitinkamo duomenų teikėjo AIS sistemos tinklo prievado (angl. port).

### 2 laikotarpis: Bandomosios versijos periodas (2005 m. vasaris–2005 m. gegužė)

Kai bus pradėtas bandomosios versijos periodas, susitariančios šalys gaus Client Proxy taikomąją programą (su įdiegimu ir naudotojo vadovu), kuri turės būti įdiegta lokaliaje tarnybinėje stotyje.

Programa Proxy Client bus prisijungiama prie HELCOM tarnybinės stoties naudojantis SSL (angl. Secure Socket Layer) sertifikatu ir užtikrins ryšio atpažinimą ir užšifravimą internete.



2 pav. Duomenų nuskaitymas per Client Proxy HELCOM tarnybinėje stotyje, naudojantis TCP/IP programine jungtimi tarp AIS paslaugų ir Proxy

Šiuo periodu susitariančios šalys vietoj tiesioginio prisijungimo prie HELCOM tarnybinės stoties, naudosis programa Client Proxy ir lokaliu TCP/IP jungties ryšiu.

Pagrindinis AIS programos Client Proxy tikslas – sukurti ir valdyti sąsają tarp susitariančių šalių AIS sistemos ir HELCOM tarnybinės stoties. Per interneto liniją AIS programa Client Proxy sukuria reikalingą SSL ryšį su HELCOM tarnybine stotimi.

Pagrindinės AIS programos Client Proxy funkcijos gali būti padalintos į keturias dalis:

#### **Naudotojo atpažinimo sąsaja**

Kadangi sistema prie HELCOM tarnybinės stoties duomenų leidžia prisijungti tik atpažintiems naudotojams, suteikiama naudotojo sąsaja, kurioje turi būti įvedami naudotojo vardas ir slaptažodis. Įvesta informacija perduodama į tarnybinę stotį, kurioje vykdomas atpažinimas ir nusprendžiama, ar naudotojui leidžiama gauti AIS duomenis.

#### **Proxy duomenys**

Įgaliotojo serverio programa atveriamas TCP/IP prievadas 4001 kliento kompiuteryje (lokalus pagrindinis kompiuteris ~ IP 127.0.0.1) ir laukiama prisijungimo prie abonento gavėjo taikomosios programos. Programinės jungties ryšį tarp abonento taikomosios programos ir AIS Proxy Client programos atveria abonento taikomoji programa. Po abonento taikomosios programos prisijungimo duomenys perduodami tokia seka:

HELCOM tarnybinė stotis → įgaliotasis serveris → Gavėjo taikomoji programa.

Jei prievadas 4001 užimtas (already used), jis gali būti pakeistas lokaliame konfigūravimo faile.

Teikėjų AIS sistemos lokalus IP adresas ir jungties numeris turi būti nustatytas (sukonfigūruotas) Client Proxy taikomojoje programoje, kad programą Client Proxy būtų galima prijungti prie teikėjų AIS sistemos. Kai bus nustatyta jungtis ir gaunami duomenys, jie bus perduodami tokia seka:

Lokali AIS sistema → Client Proxy → Gavėjo taikomoji programa.

#### **Apsauga**

Kadangi naudotojo vardas ir slaptažodis perduodami internetu, svarbu užtikrinti, kad jų negalėtų perimti išlaužėliai.

Duomenys užšifruojami SSL sertifikatu.

Verta pabrėžti, kad įgaliotąjį serverį bus bandoma prijungti prie HELCOM tarnybinės stoties per jungtį 4000. Ši jungtis bus atvira ugniasienei, saugančiai HELCOM tarnybinę stotį. Jeigu tarp lokalaus kompiuterio ir HELCOM tarnybinės stoties yra ir kita ugniasienė, lokali ugniasienė neturi leisti prisijungimo iš įgalioto serverio prie HELCOM\_IP, kad būtų naudojamas SSL sertifikato sprendimu.

Įprastai kodavimas SSL sertifikatu vykdomas prisijungimo metu, kai siunčiami naudotojo vardas ir slaptažodis.

### Būsenos stebėseną

Naudotojui suteikiama galimybė matyti sistemos būseną.

Kai kažkur sistemoje nustatoma klaida, HELCOM tarnybinės stoties operatorius gali įspėti visus prisijungusius įgaliotuosius serverius, kad naudotojai matytų problemą, dėl kurios gali sutrikti duomenų perdavimas.

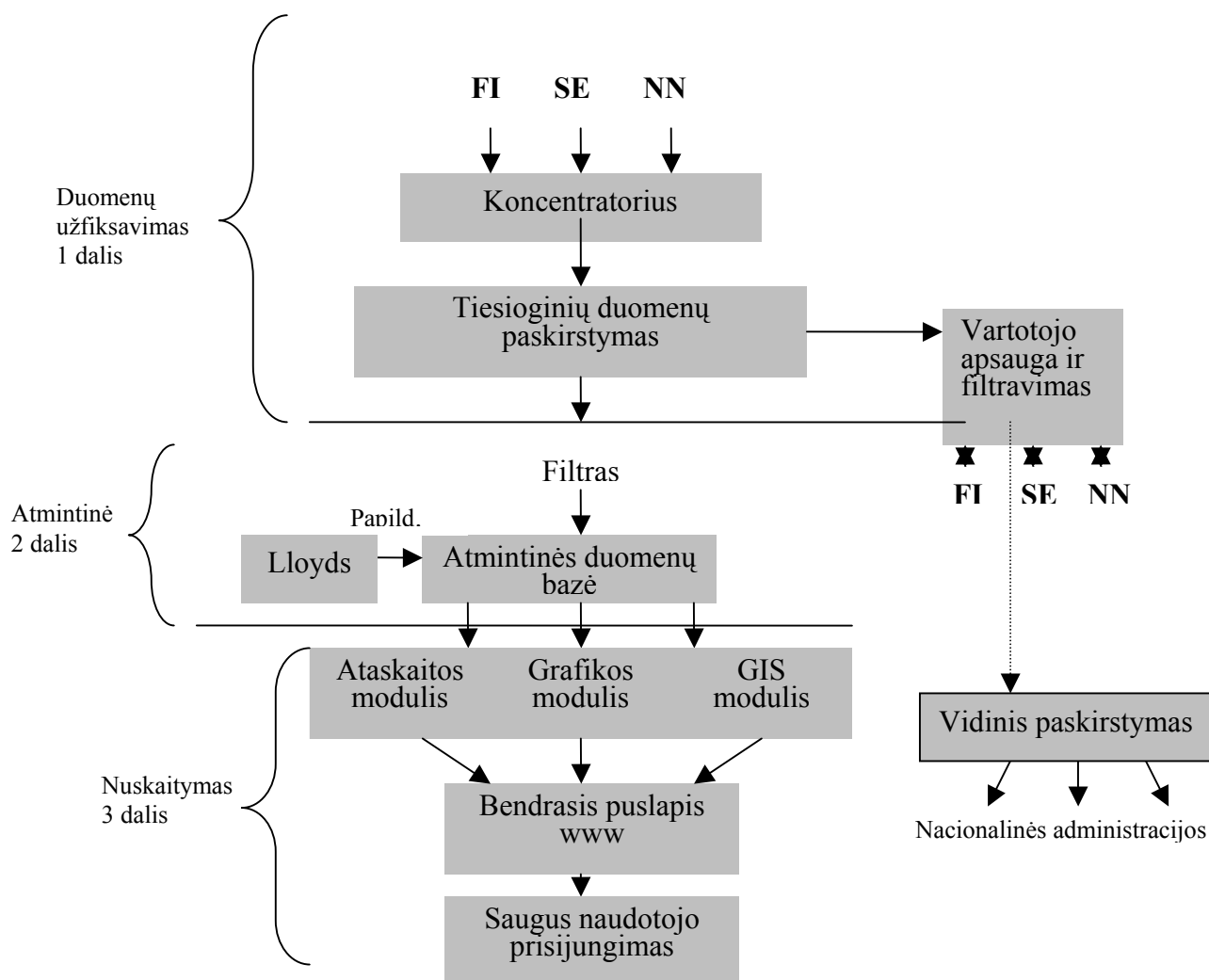
Atkreiptinas dėmesys, kad, jeigu tarp teikėjo AIS sistemos ir interneto yra ugniasienė, ji sukonfigūruota (nustatyta) taip, kad leistų prisijungimą iš Client Proxy programos prie HELCOM\_IP adreso.

### Interneto ryšio spartos reikalavimai

Interneto ryšio tarp AIS duomenų teikėjo ir HELCOM tarnybinės stoties sparta turi būti pakankamai didelė, kad duomenys būtų tvarkomi nedelsiant.

Testavimai parodė, kad 64Kbit/s – 256kbit/s sparta yra pakankama, atsižvelgiant į laivų skaičių. Jeigu duomenys yra suglaudinti (*angl.* down sampled) (t. y. vietos pranešimai teikiami tik kas šešias minutes, ar pan.), reikalavimai spartai yra mažesni.

### HELCOM tarnybinės stoties srautų diagrama



## Sutarties dėl prieigos prie AIS duomenų 3 priedas

### TIPINIS PRIEIGOS PRIE HELCOM AIS DUOMENŲ IR JŲ NUDOJIMO SUSITARIMAS

#### Išvadas

Šis susitarimas tarp HELCOM ir Gavėjo nustato prieigos prie nustatytų HELCOM AIS duomenų sąlygas.

#### 1. Šalys

Šio susitarimo šalys yra:

Baltijos jūrinės aplinkos apsaugos komisija  
Helsinkio komisija  
Katajanokanlaituri 6B  
FI-00160 Helsinki,

toliau vadinama HELCOM,

ir

[įrašyti gavėjo pavadinimą ir kontaktinius duomenis]

toliau vadinama Gavėju.

#### 2. Bendrosios nuostatos

HELCOM AIS sistema sudaryta iš nacionalinių AIS bazinių stočių, esančių Baltijos jūros šalyse ir Norvegijoje, tinklo. Šio tinklo informacija yra saugoma paskirtajame HELCOM AIS Informacijos centre, kurį aptarnauja Danijos saugios laivybos administracija.

#### 3. Gavėjo įsipareigojimai

Gavėjas užtikrina, kad HELCOM AIS duomenys bus naudojami [pasirašant naudojimo tikslas įrašomas], kaip tai apibrėžta prašyme ir 4 p.

Taip pat Gavėjas užtikrina, kad pateikti HELCOM AIS duomenys ir jų derivatai negali būti perduodami trečiajai šaliai ir jos naudojami, išskyrus [pasirašant naudojimo tikslas įrašomas].

Gavėjas sutinka, esant paklausimui, dalintis naudojimosi HELCOM AIS duomenimis rezultatais su HELCOM šalimis (*angl. fora*).

Be to, Gavėjas užtikrina, kad imsis visų priemonių, reikalingų užkirsti kelią neleistinam HELCOM AIS duomenų naudojimui.

#### 4. Pateikiami HELCOM AIS duomenys

Suteikiama prieiga prie šių HELCOM AIS duomenų:

- 1) Laikotarpis:
- 2) duomenys: [pažymėti, kas reikalinga]
  - a) Istoriniai duomenys
  - b) Statistiniai duomenys
  - c) Tiesioginė prieiga prie apdorojamų (*angl. real-time*) duomenų:
    - Tinklo prieiga

- Duomenų srauto (angl. „streamed data“) prieiga
  - geografinė apimtis:
  - atnaujinimo dažnis:

3) kiti taikytini apribojimai:

## 5. HELCOM įsipareigojimai

HELCOM užtikrina, kad atitinkami HELCOM AIS duomenys yra prieinami iš AIS Informacijos centro, pasiekiamo per apsaugotą ryšį internetu, ir teikia informaciją po prisijungimo – įvedus naudotojo vardą ir slaptažodį.

## 6. Atsisakymas HELCOM vardu

HELCOM nesuteikia nei aiškos, nei numanomos garantijos jokiems dalykams, įskaitant bet kokios informacijos ar duomenų prieinamumą, tikslumą ar tikrumą, neatsižvelgiant, ar ta informacija bei duomenys yra materialūs ar nematerialūs, pagaminti, sukurti ar pateikti pagal susitarimą, neatsižvelgiant į tos pagamintos, sukurtos ar pateiktos informacijos ar duomenų nuosavybę, perkamumą, tinkamumą tam tikram tikslui.

HELCOM neprisiima jokios atsakomybės dėl HELCOM AIS duomenų neprieinamumo iš sistemos atveju.

## 7. Susitarimo įsigaliojimas ir galiojimo nutraukimas

Šis susitarimas įsigalioja jo pasirašymo dieną.

Susitarimas galioja neterminuotai, tačiau prieiga prie HELCOM AIS duomenų ribojama pagal aukščiau (4 p.) minėtą laiko limitą.

Abi šalys turi teisę nutraukti šį susitarimą, raštu išpėdamos apie ketinimą nutraukti šį susitarimą iš dalies ar visiškai. Toks pranešimas turi būti pateiktas kitai šaliai prieš 6 mėnesius.

Šalygų, nustatytų šiame susitarime, nevykdymas suteikia teisę HELCOM be jokio įspėjimo nutraukti Gavėjo prieigos teisę prie HELCOM AIS duomenų.

Po susitarimo galiojimo nutraukimo, HELCOM AIS duomenų naudojimas ir platinimas ribojamas.

## 8. Ginčų sprendimas

Bet kokius ginčus ar nesutarimus, kylančius iš šio Susitarimo, jo nesilaikymo, nutraukimo ar galiojimo klausimus sprendžia arbitražas pagal Suomijos centrinių prekybos rūmų Arbitražo taisykles.

Taikytina teisė nustatoma pagal 1980 m. Romos konvenciją.

Taikomos Suomijos centrinių prekybos rūmų Arbitražo instituto taisyklės.

## 9. Parašai

Šis susitarimas sudarytas 2 (dviem) identiškais egzemplioriais po vieną kiekvienai šaliai.

HELCOM vardu

[įrašyti vietą ir laiką]

[įrašyti pareigas, vardą ir pavardę]

Gavėjo vardu

[įrašyti vietą ir laiką]

[įrašyti pareigas, vardą ir pavardę]



## AGREEMENT ON ACCESS TO AIS-INFORMATION

Following the HELCOM Copenhagen Declaration adopted on 10 September 2001 to enhance the use of AIS and the implementation of HELCOM Recommendation 22E/5 by the parties the following Agreement has been made between

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

AND

The Estonian Maritime Administration, representing the Estonian party, established in Tallinn, Estonia

AND

The Finnish Maritime Administration, representing the Finnish party, established in Helsinki, Finland

AND

The Federal Ministry of Transport, Building and Housing, representing the German party, established in Bonn, Germany

AND

The Latvian Naval Forces, representing the Latvian party, established in Riga, Latvia

AND

The Lithuanian Maritime Safety Administration, representing the Lithuanian party, established in Klaipeda, Lithuania

AND

The Norwegian Coast Directorate<sup>1</sup>, representing the Norwegian party, established in Alesund, Norway

AND

The Polish Maritime Administration, representing the Polish party, established in Warsaw, Poland

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<sup>1</sup> Norway, not a Contracting Party to HELCOM, via its administration, the Norwegian Coast Directorate enters into this agreement accepting the full and mutual responsibilities following to this agreement.

AND

The Russian Federal Agency of Maritime and River Transport, representing the Russian party, established in Moscow, Russia

AND

The Swedish Maritime Administration, representing the Swedish party, established in Norrköping, Sweden

## **Preamble**

At the HELCOM Extraordinary Ministerial Meeting in Copenhagen on 10 September 2001 it was decided to establish a Working Group with “the purpose of facilitating mutual exchange and deliveries of AIS-data, including the construction of the monitoring system for the maritime traffic in the Baltic Sea Area”. The Terms of Reference for the Working Group also comprise the task to “consider the legal framework and find solutions for the handling and use of AIS-data exchanged between the Baltic States”.

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

## **Definitions**

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

## **Objective**

This Agreement regulates the exchange of AIS-data free of charge between the countries in accordance with the HELCOM Copenhagen Declaration adopted on 10 September 2001 in Copenhagen. It also regulates the distribution and use of the AIS-data received from the Participating parties.

## **Access to information**

Each Participating party shall make AIS-data available for access according to the method decided by the AIS Expert Working Group via Internet as outlined in **Appendix 2**.

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

## **Distribution and use of AIS data**

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

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

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

### **Information concerning private persons**

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

### **No warranties**

The transmitting or sending party makes no express or implied warranty as to any matter whatsoever, including the availability, accuracy, or reliability of any information or data, whether tangible or intangible, made, developed or supplied under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the information, of the data made, developed or supplied.

### **Force Majeure**

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

### **Contact persons**

A list of names and contact details for contact persons will be kept and updated by the HELCOM Secretariat.

### **Termination of access to AIS-data**

Any failure to fulfil any of the conditions in this Agreement gives the sending or transmitting party right to terminate access to AIS-data for as long as the receiving party is in breach of the condition.

### **Changes to the Agreement**

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

### **Disputes**

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

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

### **Termination of the Agreement**

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

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

This Agreement is done in 10 equal counterparts, retained by each of the Participating parties.

## APPLICATIONS FOR RETRIEVED AIS DATA FROM THE COMMON BALTIC SEA AIS MONITORING SYSTEM

Only competent authorities shall have access to the common Baltic Sea monitoring system and these authorities shall only be allowed to use retrieved AIS data for the applications specified below.

Operational requirement on AIS Shore stations regarding information to other countries

Interest for the littoral state to get information; only locally (L), from adjacent countries (A), from total Baltic area (C)

Needed update rate from SOLAS ships; full update rate (1), once every 6 min (2), once every week or more (3), not permanent, at request (4), Statistic data to be shown or to be down loaded at request (5)

If access to a full update rate is needed this should be solved on a bilateral basis.

| Information |   |   | Rate  | Functionality                 | Accessibility            |                                                                                                                                                                                                                                       |
|-------------|---|---|-------|-------------------------------|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             |   |   |       |                               |                          | <b>HELCOM</b>                                                                                                                                                                                                                         |
|             |   | C | 2,5   | No direct access req.         | HELCOM secretariat       | 1. Statistics<br>1.1. Call sign<br>1.2. Position<br>1.3. Cargo<br>1.4. Etc...to be determined                                                                                                                                         |
|             |   |   |       |                               |                          | <b>National competent authorities</b>                                                                                                                                                                                                 |
| L           | A | C | 1,2,3 | Bi-directional communication* | Countries involved       | 1. Pollution combating                                                                                                                                                                                                                |
| L           | A | C | 1,2,3 | Bi-directional communication* | Countries involved       | 2. <i>Contingency planning</i>                                                                                                                                                                                                        |
| L           | A | C | 1,2,3 | Bi-directional communication* | Countries involved       | 3. <i>International Ship and Port security (ISPS)</i>                                                                                                                                                                                 |
|             |   |   |       |                               |                          | <b>SAR</b>                                                                                                                                                                                                                            |
| L           | A | C | 1,2,3 | Bi-directional communication* | Countries involved, MRCC | <ul style="list-style-type: none"> <li>▪ To supply the on-line information for SAR needs, including adjacent sea areas, to get an overall traffic picture</li> <li>▪ To search for a specific ship in the HELCOM data base</li> </ul> |

|   |   |   |      |                               |                                      |                                                                                                 |
|---|---|---|------|-------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------|
|   |   |   |      |                               |                                      | <b>VTS</b>                                                                                      |
| L | A | C | 1,2  | Bi-directional communication* | Adjacent authorities, VTS centres    | Traffic management etc.                                                                         |
|   |   |   |      |                               |                                      | <b>Paris MOU</b> (Port state control)                                                           |
|   |   | C | 2,4  | Only listening                | Port State Control authorities       | Monitor and compare against banned ships.                                                       |
|   |   |   |      |                               |                                      | <b>EU HAZMAT</b> reporting requirement                                                          |
| L | A |   | 2,4  |                               |                                      | 1. Mandatory reporting system                                                                   |
|   |   |   |      |                               |                                      | <b>Ice Breaker Service</b>                                                                      |
| L | A | C | 1,2  | Bi-directional communication* | Competent authority and Ice Breakers | To get a holistic assessment of the conditions and of the speeds of ships in ice covered waters |
|   |   |   |      |                               |                                      | <b>Port Authorities</b>                                                                         |
| L | A | C | 1, 2 | Only listening                |                                      | Filtered information for ships entering or leaving the port                                     |
|   |   |   |      |                               |                                      |                                                                                                 |
|   |   |   |      |                               |                                      |                                                                                                 |

The table requires further consideration to define in detail information to be exchanged among parties concerned.

\* To be determined. Not to be applied for the demonstrator.

# HELCOM Server

## Description of connection interface

### Introduction

#### **Purpose**

This document describes the two interfaces relevant to the participating parties wanting to exchange live AIS data with the HELCOM server.

#### **Scope**

The document describes how to *supply* data, and how to *subscribe to* data, divided into two scenarios:

#### **Scenario 1: Testing and preparation period (October 2004 – January 2005)**

The purpose of the testing and preparation period is to facilitate ‘hole-through’ testing, where any technical difficulties regarding the process of supplying and subscribing are resolved, and operational experience regarding bandwidth usage e.t.c. is gained.

The HELCOM Server will gather all AIS data supplied in the database, in order to enable testing of statistics features. The connection setup will be quite simple.

(Participating parties technical representative should contact project manager Jens Kristian Jensen [jkj@frv.dk](mailto:jkj@frv.dk) for agreement on a plan for testing and specific details on IP addresses and port numbers.)

#### **Scenario 2: Beta-release period (February 2005 – May 2005)**

After the Beta-release of the HELCOM server late January 2005, another connection setup including security measures will be implemented. A ‘Client Proxy’ application will be supplied to the participating parties, which can be executed locally, and the Client Proxy will from this point represent the connection interface to the HELCOM Server. Between the Client Proxy and the HELCOM Server, a logon mechanism and a SSL (Secure Socket Layer) connection will ensure security.

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## References

| Reference Name    | Comments                                                                                                                                                                                                |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IEC 61162-1       | Maritime Navigation and Radio communication Equipment and Systems<br>Part 1: Single talker and single listeners", as revised 2001.<br>Edition 2.0.                                                      |
| IEC/PAS 61162-100 | Maritime Navigation and Radio communication Equipment and Systems – Digital interfaces - Part 101: Single talker and multiple listeners – Extra requirements to IEC 61162-1 for the UAIS<br>Edition 1.0 |
| IEC/PAS 61162-101 | Maritime Navigation and Radio communication Equipment and Systems<br>Part 101: Single talker and multiple listeners – Modified sentences and requirements for IEC 61162-1.<br>Edition 1.0               |

### ***Definitions, Acronyms, and Abbreviations***

| Definition Name        | Comments                                                                                                                                                                                                                                              |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscriber Application | The AIS Client Proxy can be used with any software capable of understanding IEC 61162-1 format compliant AIS data. E.g. a database application storing data, a statistics program, or a chart application displaying the AIS information e.g. Adveto. |
| Client Proxy           | The AIS Client Proxy is the program used to gain access to the HELCOM AIS data, as described in this document.                                                                                                                                        |
| HELCOM_IP              | IP address from which the HELCOM server will connect to the AIS data suppliers. TBD(1)                                                                                                                                                                |
| PROXY_MAN              | Land based AIS Client Proxy User Manual.                                                                                                                                                                                                              |

### **Interface Description**

This section describes the interface used when supplying data to and receiving data from the HELCOM server.

#### ***Data format***

The data must adhere to the IEC 61162-1, IEC/PAS 61162-100 and IEC/PAS 61162-101 standards, i.e. AIS messages are wrapped in the VDM or VDO sentences, resembling the output on the Presentation Interface of a Base Station.

When *supplying* data to the HELCOM server the participating parties will supply a TCP/IP socket connection (i.e. like a telnet connection, defined by a fixed IP address and port number) where data from their AIS system is available.

Similarly, a TCP/IP socket connection will be available for *retrieving* data from the HELCOM Server.

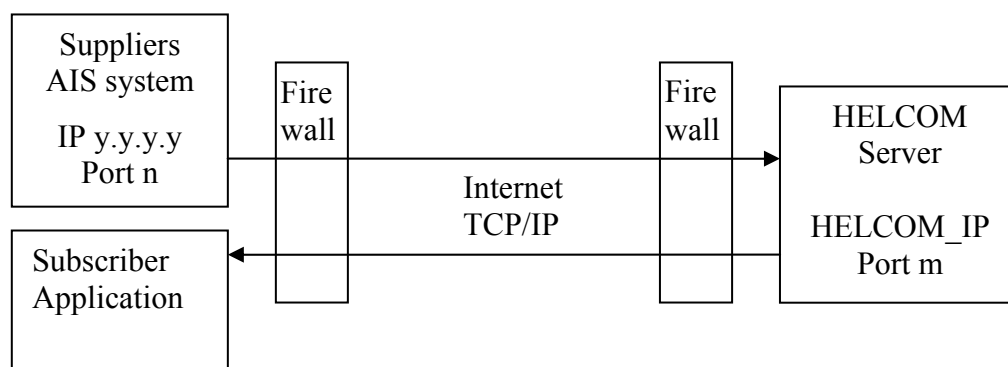
#### ***Security***

It has been decided that in the testing period, the only way data can be supplied to / received from the HELCOM server is through a standard socket connection from specific IP addresses. After the Beta-release, SSL connections via the Client Proxy will be enforced.

The use of VPN (Virtual Private Network) has been abandoned, due to the difficulties involved in administering many different VPN connections, plus the fact that a VPN connection may grant VPN users access to more resources on the targeted network than intended, while the SSL connection is very specific and considered sufficiently secure.

## Connection setup

### ***Scenario 1: Testing and preparation period (October 2004 – January 2005)***



**Figure 1: HELCOM server retrieving data over a TCP/IP socket connection.**

During the testing and preparation period, the HELCOM Server will connect directly to the suppliers AIS service and start collecting data, via a TCP/IP socket connection. The participating parties must supply the HELCOM Server project with an IP address and port number, where the HELCOM Server can connect to the AIS service.

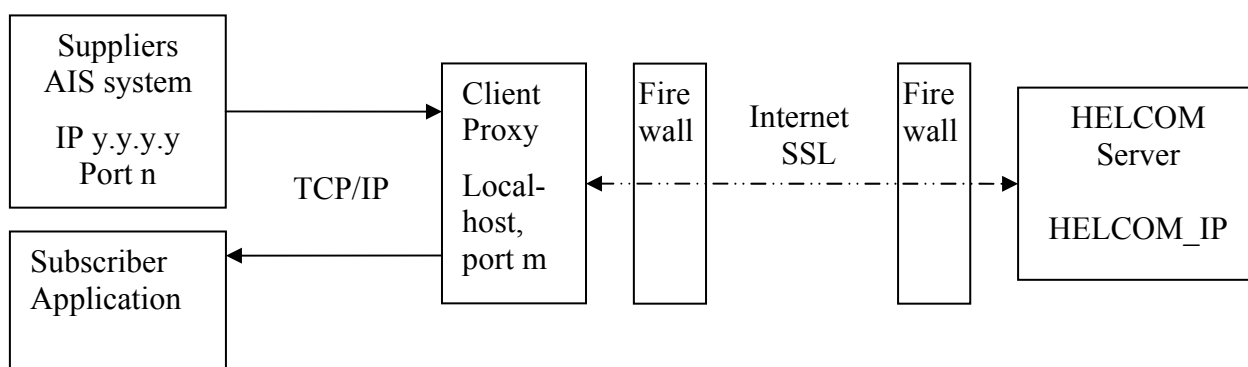
Data subscribers can test the connection to the HELCOM server, but cannot expect a continuous data stream to be available, since full security measures will not be in place and bandwidth is not yet available for full operational load.

To provide a minimum of security in this period, the HELCOM server will always connect from the HELCOM\_IP address, so each participating party can protect their network with a firewall, and only allow connects to this port from this specific IP address. Similarly, participating parties will only be allowed to connect from one specific IP address.

Please make sure, that if there is a firewall between the suppliers AIS system and the internet, the firewall is configured to allow connects from the HELCOM\_IP address through to the relevant port number on the suppliers AIS service.

### **Scenario 2: Beta-release period (February – May 2005)**

When the HELCOM Server starts the Beta-release period, the participating parties will receive a Client Proxy application (with installation and user manual), which must be executed on a local server. The Proxy Client will connect to the HELCOM Server using SSL (Secure Socket Layer), and ensure authentication and encryption of the communication across the Internet.



**Figure 2: HELCOM server retrieving data via a Client Proxy, using a TCP/IP socket connection between the AIS service and the Proxy.**

The participating parties will now connect to the locally executing Client Proxy instead of connecting to the HELCOM Server directly, but still locally using a TCP/IP socket connection.

The main purpose of the AIS Client Proxy is to establish and control a link between the participating parties AIS system and the HELCOM Server. Given an internet line, the AIS Client Proxy establishes the necessary SSL connection to the HELCOM Server.

The core functionality of the AIS Client Proxy program can be divided into the following four sections:

#### **User Authentication Interface**

As the system only allows authenticated users to access the HELCOM Server data, the proxy presents a user interface where it is possible to enter the username and password used for the authentication. The entered information is sent to the server which does the actual authentication and decides if the user is allowed to receive AIS data.

#### **Proxy Data**

The proxy program will open TCP/IP port 4001 on the client computer (local host ~ IP 127.0.0.1) and start listening for connections from a Subscriber Application. The socket connection between a Subscriber Application and the AIS Client Proxy is opened by the Subscriber Application. When a Subscriber Application connects, dataflow is as follows: HELCOM server → proxy → Subscriber Application.

If port 4001 is already used, it can be changed in a local configuration file.

The local IP address and port number of the suppliers AIS system must be configured in the Client Proxy application and from this point on, the Client Proxy will attempt to connect to the suppliers AIS system. As soon as a connection is established and data are received, the dataflow will be as follows: Local AIS system -> Client Proxy -> HELCOM Server.

### Security

Because the username and password are transmitted over the internet, it is important that they are protected (encrypted) so it is not possible for hackers to intercept them. The encryption is handled with SSL.

It is worth noting that the proxy will try to connect to the HELCOM server on port 4000. This port will of course be open on the firewall guarding the HELCOM server. If there is another firewall between the local computer running the proxy and the HELCOM server, the local firewall has to allow connects from the proxy to HELCOM\_IP, port 4000, in order to use the SSL solution. The SSL encryption is enabled by default during the logon procedure where the username and password are sent across the connection.

### Simple Status Monitoring

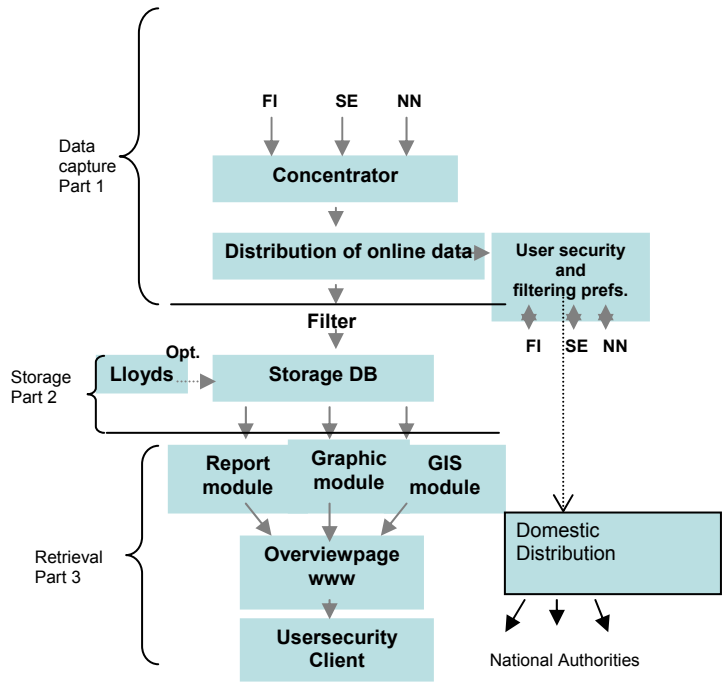
The proxy also enables the user to see a simple view of the system status. When a problem is detected somewhere in the system, an operator at the HELCOM server can notify all the connected proxies, so the users can see that there is a problem, and that the flow of data might be disturbed.

Please make sure that if there is a firewall between the suppliers AIS system and the internet, the firewall is configured to allow connects from the Client Proxy to the HELCOM\_IP address.

### ***Internet Connection Bandwidth Requirement***

The bandwidth of the internet connection between the AIS data supplier and the HELCOM server needs to be sufficiently large to handle all data without any delays. Empirical tests show that a bandwidth between 64Kbit/sec and 256Kbit/sec will be sufficient depending on the number of ships. If data are down sampled (i.e. position reports are only delivered every sixth minute or similar) bandwidth requirements will be less.

**HELCOM Server Flow diagram**



Authorised to sign on behalf of  
Royal Danish Administration of Navigation and Hydrography

Name Jens Peter W. Hartmann

Position Head of Inspectorate

Date 25/, -05

Signature

A handwritten signature in blue ink, appearing to read 'Jens Peter W. Hartmann', written in a cursive style.

Authorised to sign on behalf of  
Estonian Maritime Administration

Name Andrus Maide

Position Director General

Date 18. 01. 2005

Signature

A handwritten signature in blue ink, appearing to read 'Andrus Maide', with a stylized flourish at the end.

Authorised to sign on behalf of  
Finnish Maritime Administration

Name Matti Aaltonen

Position Director

Date 26.1.2005

Signature 

Authorised to sign on behalf of  
Federal Ministry of Transport, Building and Housing of Germany

Name      Hans-Heinrich Callsen-Bracker

Position    Senior Officer

Date 03.02.2005

A handwritten signature in blue ink, appearing to read 'Callsen-Bracker', with a stylized flourish at the end.

Signature

Authorised to sign on behalf of  
Latvian Naval Forces

Name Hermanis Cernovs

Position Chief of Coast Guard Service

Date 14.01.2005

Signature 

Authorised to sign on behalf of  
Lithuanian Maritime Safety Administration

Name Evaldas Zacharevičius

Position Director

Date 23 February 2005

Signature

A handwritten signature in blue ink, appearing to be 'Evaldas Zacharevičius', written in a cursive style. The signature is positioned to the right of the word 'Signature'.

Authorised to sign on behalf of  
Norwegian Coast Directorate

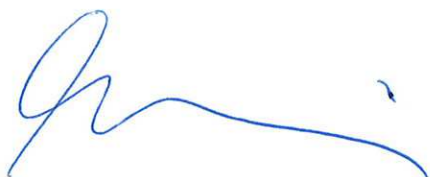
Name Eirik Sire

Position Director

Date

17/1-05

Signature

A handwritten signature in blue ink, consisting of a stylized 'E' followed by a long horizontal stroke that ends in a small upward flick.

Authorised to sign on behalf of  
Polish Maritime Administration

Name Jerzy Miszczuk

Position Director of the Maritime and Inland Waters Administration Department,  
Ministry of Infrastructure

Date 2<sup>nd</sup> February 2005

Signature

A handwritten signature in blue ink, appearing to read 'J. Miszczuk', is written over the 'Signature' label. The signature is fluid and cursive, with a large initial 'J' and a distinct 'M'.

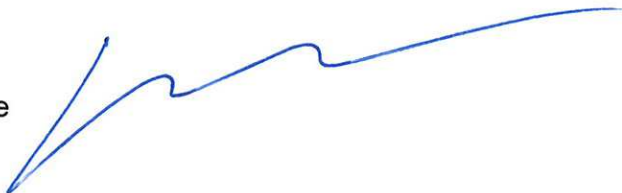
Authorised to sign on behalf of  
Maritime Administration of the Russian Federation

Name Viacheslav Ruksha

Position Head of Federal Agency of Maritime and River Transport

Date

Signature

A handwritten signature in blue ink, consisting of a series of connected, fluid strokes that form a stylized representation of the name Viacheslav Ruksha.

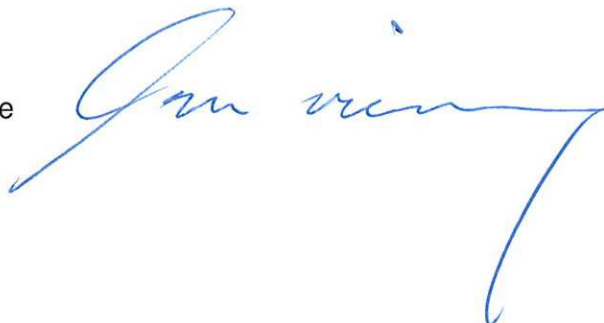
Authorised to sign on behalf of  
Swedish Maritime Administration

Name Lars Vieweg

Position Director, Maritime Policy and Public Affairs

Date 2005-01-21

Signature

A handwritten signature in blue ink, appearing to read 'Lars Vieweg', with a long, sweeping horizontal stroke extending to the right.



## HELCOM AGREEMENT ON ACCESS TO AIS INFORMATION

Following the HELCOM Copenhagen Declaration adopted on 10 September 2001 to enhance the use of AIS and the implementation of HELCOM Recommendation 22E/5 the following Agreement on Access to AIS Information has been made by the Participating Parties represented by<sup>1</sup>

The Danish Maritime Safety Administration, representing the Danish party, established in Copenhagen, Denmark

AND

The Estonian Maritime Administration, representing the Estonian party, established in Tallinn, Estonia

AND

The Finnish Maritime Administration, representing the Finnish party, established in Helsinki, Finland

AND

The Federal Ministry of Transport, Building and Housing, representing the German party, established in Bonn, Germany

AND

The Latvian Naval Forces, representing the Latvian party, established in Riga, Latvia

AND

The Lithuanian Maritime Safety Administration, representing the Lithuanian party, established in Klaipeda, Lithuania

AND

The Norwegian Coastal Administration<sup>2</sup>, representing the Norwegian party, established in Alesund, Norway

AND

The Polish Ministry of Infrastructure, representing the Polish party, established in Warsaw, Poland

AND

The Ministry of Transport of Russian Federation, representing the Russian party, established in Moscow, Russia

AND

The Swedish Maritime Administration, representing the Swedish party, established in Norrköping, Sweden

Access to AIS data granted so far under the 2005 Agreement on Access to AIS Information remains valid.

---

<sup>1</sup> The persons authorized to sign the Agreement to be identified by the Participating Parties

<sup>2</sup> Norway, not a Contracting Party to HELCOM, via its administration, the Norwegian Coastal Administration enters into this Agreement accepting the full and mutual responsibilities following to this Agreement.

## Preamble

At the HELCOM Extraordinary Ministerial Meeting in Copenhagen on 10 September 2001 it was decided to establish a Working Group with “the purpose of facilitating mutual exchange and deliveries of AIS-data, including the construction of the monitoring system for the maritime traffic in the Baltic Sea Area”. The Terms of Reference for the Working Group also comprise the task to “consider the legal framework and find solutions for the handling and use of AIS-data exchanged between the Baltic States”.

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

## Definitions

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

## Objective

This Agreement regulates exchange of AIS-data free of charge between the countries in accordance with the HELCOM Copenhagen Declaration adopted on 10 September 2001 in Copenhagen. It also regulates the distribution and use of the AIS-data received from the Participating parties (HELCOM Contracting States and Norway) with a general aim of enhancing the maritime safety and protection of the Baltic Sea environment as provided for in the Helsinki Convention. Additionally, the Agreement provides for a procedure to deal with all other interests in use of these HELCOM AIS data.

## Access to information

Each Participating party shall make AIS-data available for access according to the method decided by the AIS Expert Working Group via Internet as outlined in **Appendix 2**.

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

## Distribution and use of *real-time, historical and statistical HELCOM AIS data*

Each Participating party must restrict the distribution of received HELCOM AIS-data to the users and uses as expressed in **Appendix 1**.

Each Participating party is responsible for the use of distributed HELCOM AIS-data and must take appropriate actions to ensure that the recipients do not redistribute HELCOM AIS-data and that HELCOM AIS-data are only used for purposes listed in the Agreement and its **Appendix 1**.

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

In order to deal with interests in distribution and use of HELCOM AIS data beyond the uses and/or users stipulated in **Appendix 1**, the following procedure shall be applied:

1. The HELCOM Secretariat shall act as a contact point for receiving applications for granting access to and use of HELCOM AIS data.
2. The Secretariat shall verify the information contained in an application for access to HELCOM AIS data.
3. The Secretariat shall dispatch via facsimile and e-mail the verified application to all Participating Parties represented by the Heads of Delegation to HELCOM and contact persons for HELCOM Agreement on Access to AIS Information and the Norwegian Coastal Administration.

4. The decision by the Heads of Delegation to HELCOM and the Norwegian Coastal Administration on granting access to HELCOM AIS data or refraining from doing so will be communicated to the HELCOM Secretariat in writing.
5. Access to HELCOM AIS data will be granted only if such access is approved by all the Participating Parties.
6. The Participating Parties should consider the application and communicate the decision made to the HELCOM Secretariat within 30 days after the dispatch of the request to the Participating Parties. The HELCOM Secretariat should inform the applicant about the decision made within a fortnight.
7. A standard agreement on the use of HELCOM AIS data, providing for possible restrictions in access to HELCOM AIS data, will be signed between the applicant and HELCOM. The standard agreement is provided in **Appendix 3**.
8. The Danish Maritime Safety Administration shall be informed about the decision by the Participating Parties in order to implement within a reasonable timeframe the required technical solution needed for submitting the requested HELCOM AIS data to the applicant.

#### **Information concerning private persons**

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

#### **No warranties**

The transmitting or sending party makes no express or implied warranty as to any matter whatsoever, including the availability, accuracy, or reliability of any information or data, whether tangible or intangible, made, developed or supplied under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the information, of the data made, developed or supplied.

#### **Force Majeure**

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

#### **Contact persons**

A list of names and contact details for contact persons will be kept and updated by the HELCOM Secretariat.

#### **Termination of access to AIS-data**

Any failure to fulfil any of the conditions in this Agreement gives the sending or transmitting party right to terminate access to AIS-data for as long as the receiving party is in breach of the condition.

**Changes to the Agreement**

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

**Disputes**

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

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

**Termination of the Agreement**

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

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

This Agreement is done in 10 equal counterparts, retained by each of the Participating parties.

## Appendix 1

### APPLICATIONS FOR RETRIEVED AIS DATA FROM THE COMMON BALTIC SEA AIS

**Real-time AIS data** in this agreement is defined to be:

- delivered end-to-end non-stop, one vessel report after the other as soon as they are transmitted
- delivered promptly when they are received at the base station
- delivered without any delay (additional latency)
- not sent in blocks
- irrespective of the reporting interval (not all messages received by the national centre are relayed/forwarded to the regional centre. The reporting interval is less frequent)

#### Type of access:

For each specific case some restrictions – at the discretion of a Participating Party - can be applied, where applicable and justified, such as: time limitation, geographical limitation and/or update rate.

Whenever access is implemented directly from the HELCOM AIS Information Centre, it is given for all Participating Parties' data\* and at the update rate in-force.

If an access to a full update rate is needed this should be solved on a bilateral basis.

#### Type of AIS data:

- Real time (R),
- Statistic data\*\* (S),
- Historical data (H)
- Web based visualization of AIS real-time data\*\* (V)

| User                                                                                                                                                                                                                | Uses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Type of AIS data |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| HELCOM Secretariat                                                                                                                                                                                                  | Aiming at implementation of the Helsinki Convention                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | S, H, V          |
| National administration, including accident investigation authorities and any research institutes or organizations or their contractors in the Baltic Sea states and Norway acting according to the uses set herein | <ul style="list-style-type: none"> <li>- Pollution preventing and combating</li> <li>- VTS (Vessel Traffic Services)</li> <li>- Port State Control (PSC)</li> <li>- Contingency planning</li> <li>- International Ship and Port Security (ISPS)</li> <li>- Search and Rescue (SAR)</li> <li>- Accident investigation</li> <li>- Traffic planning, efficiency and management, incl. icebreaking services</li> <li>- Mandatory reporting system for HAZMAT reporting requirements</li> <li>- Pilotage</li> <li>- Customs surveillance</li> <li>- Science and research supporting the implementation of the Helsinki Convention and for preparing IMO ships routing measures</li> </ul> | R, S, H, V       |
| EU institutions                                                                                                                                                                                                     | Aiming at implementation of the Helsinki Convention, including: <ul style="list-style-type: none"> <li>- Mandatory reporting system for HAZMAT reporting requirements</li> <li>- Traffic planning</li> <li>- Pollution prevention</li> <li>- Maritime safety and security</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                 | R, S, H, V       |

The table may require further consideration to define in detail information to be exchanged among Participating Parties.

\* Except for real-time streamed data that can be filtered on the basis of the countries' AIS data

\*\* Currently limited to 5 accounts per country involved due to technological reasons

**Appendix 2****HELCOM Server****Description of connection interface****Introduction****Purpose**

This document describes the two interfaces relevant to the participating parties wanting to exchange live AIS data with the HELCOM server.

**Scope**

The document describes how to supply data, and how to subscribe to data, divided into two scenarios:

**Scenario 1: Testing and preparation period (October 2004 – January 2005)**

The purpose of the testing and preparation period is to facilitate 'hole-through' testing, where any technical difficulties regarding the process of supplying and subscribing are resolved, and operational experience regarding bandwidth usage etc. is gained.

The HELCOM Server will gather all AIS data supplied in the database, in order to enable testing of statistics features. The connection setup will be quite simple.

(Participating parties technical representative should contact project manager Jens Kristian Jensen [jkj@frv.dk](mailto:jkj@frv.dk) for agreement on a plan for testing and specific details on IP addresses and port numbers.)

**Scenario 2: Beta-release period (February 2005 – May 2005)**

After the Beta-release of the HELCOM server late January 2005, another connection setup including security measures will be implemented. A 'Client Proxy' application will be supplied to the participating parties, which can be executed locally, and the Client Proxy will from this point represent the connection interface to the HELCOM Server. Between the Client Proxy and the HELCOM Server, a logon mechanism and a SSL (Secure Socket Layer) connection will ensure security.

**References**

| Reference Name    | Comments                                                                                                                                                                                             |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IEC 61162-1       | Maritime Navigation and Radio communication Equipment and Systems Part 1: Single talker and single listeners", as revised 2001. Edition 2.0.                                                         |
| IEC/PAS 61162-100 | Maritime Navigation and Radio communication Equipment and Systems – Digital interfaces - Part 101: Single talker and multiple listeners – Extra requirements to IEC 61162-1 for the UAIS Edition 1.0 |
| IEC/PAS 61162-101 | Maritime Navigation and Radio communication Equipment and Systems Part 101: Single talker and multiple listeners – Modified sentences and requirements for IEC 61162-1. Edition 1.0                  |

**Definitions, Acronyms, and Abbreviations**

| Definition Name        | Comments                                                                                                                                                                                                                                              |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subscriber Application | The AIS Client Proxy can be used with any software capable of understanding IEC 61162-1 format compliant AIS data. E.g. a database application storing data, a statistics program, or a chart application displaying the AIS information e.g. Adveto. |
| Client Proxy           | The AIS Client Proxy is the program used to gain access to the HELCOM AIS data, as described in this document.                                                                                                                                        |

| Definition Name | Comments                                                                               |
|-----------------|----------------------------------------------------------------------------------------|
| HELCOM_IP       | IP address from which the HELCOM server will connect to the AIS data suppliers. TBD(1) |
| PROXY_MAN       | Land based AIS Client Proxy User Manual.                                               |

## Interface Description

This section describes the interface used when supplying data to and receiving data from the HELCOM server.

### Data format

The data must adhere to the IEC 61162-1, IEC/PAS 61162-100 and IEC/PAS 61162-101 standards, i.e. AIS messages are wrapped in the VDM or VDO sentences, resembling the output on the Presentation Interface of a Base Station.

When supplying data to the HELCOM server the participating parties will supply a TCP/IP socket connection (i.e. like a telnet connection, defined by a fixed IP address and port number) where data from their AIS system is available.

Similarly, a TCP/IP socket connection will be available for retrieving data from the HELCOM Server.

### Security

It has been decided that in the testing period, the only way data can be supplied to / received from the HELCOM server is through a standard socket connection from specific IP addresses. After the Beta-release, SSL connections via the Client Proxy will be enforced.

The use of VPN (Virtual Private Network) has been abandoned, due to the difficulties involved in administering many different VPN connections, plus the fact that a VPN connection may grant VPN users access to more resources on the targeted network than intended, while the SSL connection is very specific and considered sufficiently secure.

### Connection setup

#### Scenario 1: Testing and preparation period (October 2004 – January 2005)

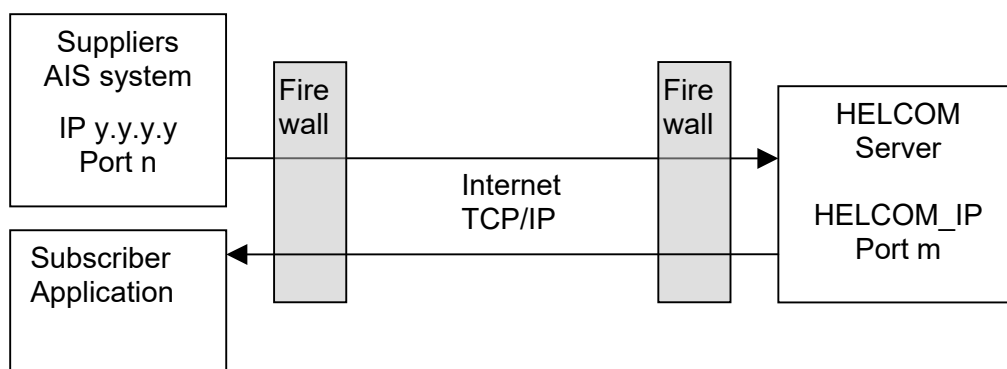


Figure 1: HELCOM server retrieving data over a TCP/IP socket connection.

During the testing and preparation period, the HELCOM Server will connect directly to the suppliers AIS service and start collecting data, via a TCP/IP socket connection. The participating parties must supply the HELCOM Server project with an IP address and port number, where the HELCOM Server can connect to the AIS service.

Data subscribers can test the connection to the HELCOM server, but cannot expect a continuous data stream to be available, since full security measures will not be in place and bandwidth is not yet available for full operational load.

To provide a minimum of security in this period, the HELCOM server will always connect from the HELCOM\_IP address, so each participating party can protect their network with a firewall, and only allow connects to this port from this specific IP address. Similarly, participating parties will only be allowed to connect from one specific IP address.

Please make sure, that if there is a firewall between the suppliers AIS system and the Internet, the firewall is configured to allow connects from the HELCOM\_IP address through to the relevant port number on the suppliers AIS service.

### Scenario 2: Beta-release period (February – May 2005)

When the HELCOM Server starts the Beta-release period, the participating parties will receive a Client Proxy application (with installation and user manual), which must be executed on a local server. The Proxy Client will connect to the HELCOM Server using SSL (Secure Socket Layer), and ensure authentication and encryption of the communication across the Internet.

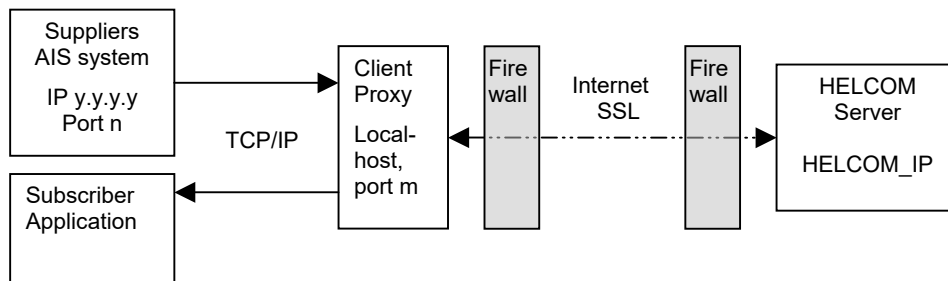


Figure 2: HELCOM server retrieving data via a Client Proxy, using a TCP/IP socket connection between the AIS service and the Proxy.

The participating parties will now connect to the locally executing Client Proxy instead of connecting to the HELCOM Server directly, but still locally using a TCP/IP socket connection.

The main purpose of the AIS Client Proxy is to establish and control a link between the participating parties AIS system and the HELCOM Server. Given an internet line, the AIS Client Proxy establishes the necessary SSL connection to the HELCOM Server.

The core functionality of the AIS Client Proxy program can be divided into the following four sections:

#### User Authentication Interface

As the system only allows authenticated users to access the HELCOM Server data, the proxy presents a user interface where it is possible to enter the username and password used for the authentication. The entered information is sent to the server which does the actual authentication and decides if the user is allowed to receive AIS data.

#### Proxy Data

The proxy program will open TCP/IP port 4001 on the client computer (local host ~ IP 127.0.0.1) and start listening for connections from a Subscriber Application. The socket connection between a Subscriber Application and the AIS Client Proxy is opened by the Subscriber Application. When a Subscriber Application connects, dataflow is as follows: HELCOM server → proxy → Subscriber Application.

If port 4001 is already used, it can be changed in a local configuration file.

The local IP address and port number of the suppliers AIS system must be configured in the Client Proxy application and from this point on, the Client Proxy will attempt to connect to the suppliers AIS system. As soon as a connection is established and data are received, the dataflow will be as follows: Local AIS system -> Client Proxy -> HELCOM Server.

### **Security**

Because the username and password are transmitted over the internet, it is important that they are protected (encrypted) so it is not possible for hackers to intercept them.

The encryption is handled with SSL.

It is worth noting that the proxy will try to connect to the HELCOM server on port 4000. This port will of course be open on the firewall guarding the HELCOM server. If there is another firewall between the local computer running the proxy and the HELCOM server, the local firewall has to allow connects from the proxy to HELCOM\_IP, port 4000, in order to use the SSL solution.

The SSL encryption is enabled by default during the logon procedure where the username and password are sent across the connection.

### **Simple Status Monitoring**

The proxy also enables the user to see a simple view of the system status.

When a problem is detected somewhere in the system, an operator at the HELCOM server can notify all the connected proxies, so the users can see that there is a problem, and that the flow of data might be disturbed.

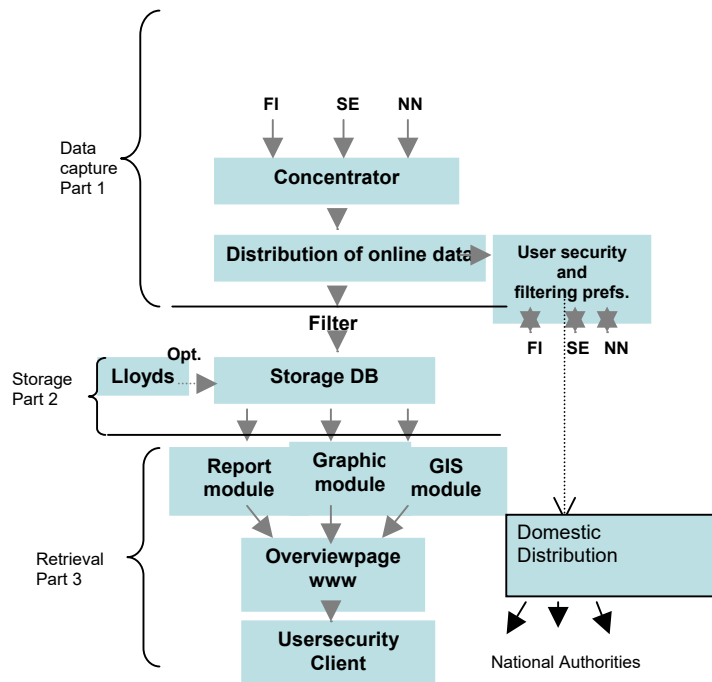
Please make sure that if there is a firewall between the suppliers AIS system and the Internet, the firewall is configured to allow connects from the Client Proxy to the HELCOM\_IP address.

### **Internet Connection Bandwidth Requirement**

The bandwidth of the internet connection between the AIS data supplier and the HELCOM server needs to be sufficiently large to handle all data without any delays.

Empirical tests show that a bandwidth between 64Kbit/sec and 256Kbit/sec will be sufficient depending on the number of ships. If data are down sampled (i.e. position reports are only delivered every sixth minute or similar) bandwidth requirements will be less.

# HELCOM Server Flow diagram



**Appendix 3****STANDARD AGREEMENT ON ACCESS TO AND USE OF HELCOM AIS DATA****Preamble**

This agreement by and between HELCOM and the Recipient establishes the terms of access to specified HELCOM AIS data.

**§ 1 Parties**

The Parties to this agreement are:

The Baltic Marine Environment Protection Commission  
Helsinki Commission  
Katajanokanlaituri 6B  
FI-00160 Helsinki

Hereinafter referred to as HELCOM

and

[Insert name and contact details of Applicant]

hereinafter referred to as the Recipient.

**§ 2 Background**

The HELCOM AIS system consists of a network of national AIS base stations situated in the Baltic Sea Countries and Norway. The information from this network is stored at a designated HELCOM AIS Information Centre, which is maintained by the Danish Maritime Safety Administration.

**§ 3 Warranties by the Recipient**

The Recipient assures that its use of the HELCOM AIS data is restricted to [insert a purpose of use as applied for] as stated in the application and cf. § 4.

The Recipient further assures that the granted HELCOM AIS data and any derivatives thereof will not at any time be redistributed to or used by any third party except [insert end users of the results and/or derivatives thereof].

The Recipient agrees to share the results of its use of HELCOM AIS data with the relevant HELCOM fora upon request.

Moreover, the Recipient assures that it by all necessary means will protect the granted HELCOM AIS data from any unauthorized use by the Recipient or a third party.

**§ 4 Granted HELCOM AIS data**

The access to the following HELCOM AIS data is granted:

- 1) Period covered: [insert date from and to]
- 2) Data: [mark as appropriate]
  - a) Historical data
  - b) Statistical data
  - c) On-line access to real-time data:
    - Web access
    - Streamed data access
      - Geographical scope:
      - Update rate:
- 3) Other restrictions to be applied:

## **§ 5 Duties of HELCOM**

HELCOM ensures that the appropriate HELCOM AIS data is available from the HELCOM AIS Information Centre accessible via a secured connection on the Internet and provides information on the log-on procedure including username and password.

## **§ 6 Disclaimer on behalf of HELCOM**

HELCOM makes no explicit or implied warranty as to any matter whatsoever, including the availability, accuracy, or reliability of any information or data, whether tangible or intangible, made, developed or supplied under this agreement, or the ownership, merchantability, or fitness for a particular purpose of the information, of the data made, developed or supplied.

HELCOM does not accept any liability in the event of unavailability of HELCOM AIS data from the system.

## **§ 7 Entry into force and right of termination of the agreement**

This agreement enters into force at the final day of signing, cf. § 9.

The agreement is valid for an unlimited period of time, however, the access to HELCOM AIS data is restricted according to the abovementioned limit in time, cf. § 4.

Both Parties are entitled the right of terminating this agreement upon a formal written notice on the intention of terminating this agreement in total or in part. Such notification on termination must be received by the other party in order to take effect.

The term of notice is six (6) months.

Any failure to fulfil any of the conditions in this agreement entitles HELCOM the right to terminate the Recipient's access to HELCOM AIS data without further notice.

The restrictions for the use and distribution of the HELCOM AIS data are valid after termination of the agreement.

## **§ 8 Dispute resolution**

Any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce.

The choice of law will be made in accordance with the Rome Convention 1980.

The Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland is deemed applicable.

## **§ 9 Signature**

This agreement has been drawn up in two (2) identical originals; one for each party.

On behalf of HELCOM

[Insert place and date]  
[Insert name and title]

On behalf of the Recipient

[Insert place and date]  
[Insert name and title]