

Agreement with the Department of Agriculture, Fisheries & Food in relation to the use of Webservices.

This Agreement ("the Agreement") dated the ---- day of ----- 20-- is made between -----
having its registered office/ Address at -----

("Vessel Owner/Agent "). and the Minister for Agriculture, Fisheries & Food whose principal office at Agriculture House, Kildare Street, Dublin 2 ("Minister").

WHEREAS The Minister is proposing to introduce a Webservice, which is a business to business contact, for the purposes of transmitting data online to enable efficient and accurate delivery and exchange of information,

AND WHEREAS this Webservice enables the transfer of data from the Vessel Owner/Agent to the Minister,

AND WHEREAS this Webservice also enables the Minister to send a response to the Vessel Owner/Agent indicating the validity or otherwise of the data,

NOW, in order to operate this Webservice the Vessel Owner/Agent and the Minister agree as follows:

1. The Vessel Owner/Agent/Agent and the Minister may be required to provide to the other, information that is confidential ("confidential information"). Confidential information is information clearly identified in writing (to include delivery by email) as confidential. Confidential information does not include information which
 - (a) is or becomes part of the public domain through no act or omission of the Vessel Owner/Agent or the Minister,
 - (b) is in the lawful possession of the Vessel Owner/Agent or the Minister prior to disclosure and had not been obtained from one by the other directly or indirectly,
 - (c) is lawfully disclosed to the Vessel Owner/Agent or the Minister by a third party without restriction on disclosure,
 - (d) is independently developed by the Vessel Owner/Agent or the Minister, or
 - (e) is disclosed by operation of law.

The Vessel Owner/Agent and the Minister agree to hold each other's confidential information in confidence and not to release it without the consent of the other first being obtained.

2. Without prejudice to paragraph 1, the Vessel Owner/Agent agrees not to release to any third party in any form, or use for its own purposes any products, information and documentation (collectively known as "products"), supplied to it by the Minister in relation to the Webservice. Without prejudice to the generality of this paragraph, products include but are not limited to passwords, web addresses (URLs), certificates, software code(s) and XML schemas.
3. The Minister remains at all times the sole owner of all Products and all copyright in any information or documents (data) produced or arising from or connected with the Webservice. If any such information or documents are created by the Vessel Owner/Agent, this agreement shall constitute an assignment to the Minister of all copyright in any such information or documents, which shall be furnished to the Minister without delay.
4. The Vessel Owner/Agent agrees to return to the Minister and all products supplied to the Vessel Owner/Agent on the termination or revocation of this Agreement, or on earlier request being made by the Minister. The Vessel Owner/Agent agrees responsibility for the use by the Vessel Owner/Agent, or by any of its staff of any codes, certificates and passwords provided by the Minister for the purposes of the Webservice lies solely with the Vessel Owner/Agent.
5. The Vessel Owner/Agent agrees that the Webservices provided to the Vessel Owner/Agent is only accessed from a single named computer confirmed and guaranteed by the Vessel Owner/Agent to be secure to current industry best practices.
6. The Vessel Owner/Agent agrees to maintain in good and secure working order all software and hardware used with the Webservices.

7. The Vessel Owner/Agent agrees that the keystore password to be provided to the Vessel Owner/Agent to gain access to the Webservices will be secured.
8. The Vessel Owner/Agent immediately agrees to notify in writing or by email the I.T. Security Unit of the Minister should the Vessel Owner/Agent believe or have cause to believe that the security of the Webservices system has been or may have been compromised or breached in any manner whatsoever. The Vessel Owner/Agent must seek and receive back from the Minister an acknowledgment (either email or written) of any such notification sent to the Minister.
9. In order to deal with any breaches of security or compromise of the Webservice, the Minister may amend the terms of this agreement during the operation of the Webservice by giving reasonable notice to the Vessel Owner/Agent.
10. In order to protect all or any computer operating systems from any breaches of security or compromise notified by The Vessel Owner/Agent or otherwise identified by the Minister, the Minister may revoke or terminate this agreement without notice, at the Minister's sole discretion. Without prejudice to the right of unilateral revocation of termination, the Minister shall endeavor, where possible to provide to the Vessel Owner/Agent advance notification of termination or revocation if possible and to communicate by email or in writing to the Vessel Owner/Agent any such proposed termination or revocation.
11. It is agreed that the Vessel Owner/Agent is an independent business and nothing in this Agreement is to be used or construed to create, directly or indirectly, any partnership, joint venture, or agency relationship between the Vessel Owner/Agent and the Minister. Nothing in this Agreement shall be used or construed to create an employer/employee relationship between the Minister and any employee of the Vessel Owner/Agent and staff of the Vessel Owner/Agent is not, nor will they be deemed to be at any time during the term of this Agreement, employees of the Minister. The Vessel Owner/Agent is solely responsible for payment of all remuneration owed to its employees, as well as all employment related taxes or

levies. A like obligation rests on the Minister in relation to the Minister's officers. The Vessel Owner/Agent and the Minister will maintain appropriate employer's liability and public liability insurance in respect of their staff and shall fully indemnify the other in this regard.

12. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and interpreted in accordance with the laws of Ireland. The parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

13. All notices, including notices of address change, required to be sent under this Agreement shall be in writing and shall be deemed to have been given when mailed by prepaid registered mail to the address listed in this Agreement (or such other address as may be notified and agreed).

14. If any provision or part thereof of this Agreement is held to be invalid or unenforceable, the remaining provisions or parts thereof of this Agreement remain in full force and effect.

15. The waiver by either the Vessel Owner/Agent or the Minister of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

16. This Agreement constitutes the complete agreement between the parties and supersedes all previous agreements, proposals or representations, written or oral, concerning the use of the Webservice. The Vessel Owner/Agent and the Minister warrant to each other that the complete agreement and understanding of the parties related thereto is contained in the terms of this Agreement.

Signed by the Vessel Owner/Agent:

Name in BLOCK letters:

Position:

Date:

Witness:

Name in BLOCK letters:

Address:

Occupation:

Date:

Signed for and on behalf of the Minister:

Name in BLOCK letters:

Position:

Date:

Witnessed by:

Name in BLOCK letters: