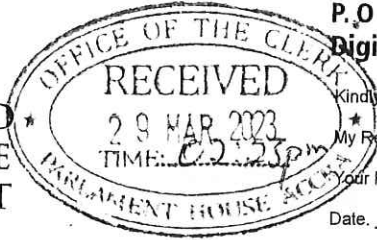




MINISTRY OF FISHERIES AND AQUACULTURE DEVELOPMENT



P.O Box GP 630, Accra-Ghana Digital Address: GA-110-1062

Kindly quote this number and date on all correspondence. My Ref. No. SC-132/168/07 Your Ref. No. Date. 29th March, 2023

REQUEST FOR APPROVAL FOR THE RENEWAL OF CONTRACT WITH COLLECTE LOCALISATION SATELLITES FOR THE PROVISION OF VESSEL MONITORING SYSTEM FOR THE FISHERIES SECTOR

Cabinet has granted approval for the renewal of contract with Messrs Collecte Localisation Satellites (CLS) for the provision of Vessel Monitoring System (VMS) services to the Fisheries Commission at an initial three-year subscription cost of One hundred and forty-five thousand, eight hundred Euros (EUR145,800). A copy of the Cabinet approval is attached for ease of reference.

As directed by Cabinet, the contract is submitted for the consideration and approval of Parliament.

Thank you.



Handwritten signature of Kwesi Armo-Himbson

KWESI ARMO-HIMBSON CHIEF DIRECTOR FOR: MINISTER

THE CLERK OF PARLIAMENT PARLIAMENT HOUSE ACCRA

cc: The Hon. Minister, MoFAD The Hon. Deputy Minister, MoFAD The Executive Director, FC

(2) Ag. DGHND / PAC Table

(3) PAC Table

Handwritten signature and date: 29-03-2023

Handwritten notes: R t n a @ 29/3/23 Clerk





REPUBLIC OF GHANA

OFFICE OF
THE PRESIDENT

SECRETARY TO THE CABINET

Jubilee House, Accra
Digital Address: GA-000-0288

My Ref No. OPCA.3/3/270223
Kindly quote this number and date on all correspondence

Your Ref No. _____

CONFIDENTIAL

27th February, 2023

APPROVAL FOR THE RENEWAL OF CONTRACT WITH COLLECTE LOCALISATION
SATELLITES FOR THE PROVISION OF
VESSEL MONITORING SYSTEM FOR THE FISHERIES SECTOR

Cabinet at its Forty-fifth meeting held on Friday, 24th February, 2023, considered a report of the Joint Meeting of the Cabinet Committees on Economic Matters and Social Services on the above-mentioned Memorandum submitted by the Minister for Fisheries and Aquaculture Development.

2. The Memorandum requested Cabinet to consider and approve the renewal of the contract with Messrs Collecte Localization Satellites (CLS) for the provision of Vessel Monitoring System (VMS) services to the Fisheries Commission at an initial three-year subscription cost of One hundred and forty-five thousand, eight hundred Euros (EUR145,800).

3. Cabinet approved the Memorandum for the consideration of Parliament.

4. I should be grateful if you could take requisite action on the decision by Cabinet.

MERCY DEBRAH-KARIKARI
SECRETARY TO THE CABINET

THE HON. MINISTER FOR FISHERIES AND
AQUACULTURE DEVELOPMENT

cc: Chief of Staff
Secretary to the President
Secretary to the Vice President

Chairperson, Cabinet Committee on
Economic Matters

Chairperson, Cabinet Committee on
Social Services

Hon. Minister for Parliamentary
Affairs

AGREEMENT FOR THE PROVISION OF VESSEL
MONITORING SYSTEM (VMS) SERVICES

BETWEEN

MESSRS COLLECTE LOCALISATION SATELLITES

AND

FISHERIES COMMISSION

1

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THIS AGREEMENT is made thisday of 2021

BETWEEN

MESSRS COLLECTE LOCALISATION SATELLITE a company incorporated under the laws of France and having its principal place of business at 8-10 rue Hermès, Parc Technologique du Canal, 31520 Ramonville Saint-Agne, France (hereinafter called "CLS") acting through its Director General on the one hand

AND

FISHERIES COMMISSION an agency of the Ministry of Fisheries and Aquaculture Development of the Government of Ghana having its principal place of business near Ridge School, Accra and of Post Office Box GP 630, Accra, Ghana (hereinafter called "the Customer") acting through its Executive Director of the other hand.

WHEREAS:-

- A. CLS' core business is in the provision of satellite based services for both governmental and private operators in the maritime industry and other related fields.
- B. The Customer, established under the Fisheries Commission Act, 1993 (Act 457) is the implementing agency of the Ministry of Fisheries and Aquaculture Development.
- C. CLS and the Customer entered into a contract on 15th April, 2014 for the Supply, Installation and Training in Vessel Monitoring System for the West Africa Regional Fisheries project which expired in 2018.
- D. The Public Procurement Authority of the Republic of Ghana has given approval for the renewal of the contract through the Single Source Procurement Method at a cost not exceeding GHS249,476.00.
- E. The Customer has agreed with CLS that CLS shall provide VMS satellite services to the Customer which will be web-based (hereinafter called "the services" and more particularly described in schedule A).

F. CLS warrants and represents that it has the capacity, qualifications, experience and facilities necessary for the performance of the service required under this Agreement in a thorough, competent and professional manner.

G. The Customer warrants that it has the capacity to enter into this Agreement and to abide by its terms and conditions.

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

"Raw data" refers to data generated in particular by data-collection, geolocation or transmission/information processing equipment, such as for instance a beacon or a buoy, and/or, more generally, any data received by CLS which are not appropriable as such.

"Processed data" refers to information (i) made available to the Customer by CLS through its infrastructure and/or processes for collecting and processing raw data through software, the Platform, an interface, a dashboard or any other communication means, and/or (ii) organized within one or more databases owned by CLS and protected as such under Articles L341-1 et seq. of the French Intellectual Property Code.

"Personal data" refers to the beacon ID and all positional data that are considered as personal data.

"Services" means any and all services to be provided by CLS

IT IS HEREBY AGREED as follows:

1. Scope of Services

CLS shall during the term of the agreement provide the services set forth in Schedule A subject to the terms and conditions of this Agreement.

2. Price and Payment for Services

- 2.1 The Customer shall pay to CLS the sums as indicated in the payment plan in schedule B for the duration of the service.
- 2.2 Payment shall be made withindays of receipt of an invoice .
- 2.3 In the event of non- payment of the invoice by the date stated on the invoice by the Customer, the amount due shall be increased by a late payment penalty calculated on the amounts outstanding at the rate of
- 2.4 The Customer shall also be automatically liable to pay a lump sum of €40 per unpaid invoice to cover debt recovery costs. CLS reserves the right to claim additional compensation in the event the debt recovery costs exceed this lump sum.

3 Access to the Services

- 3.1 The use of the service requires the prior allocation of a login or password which identification information is strictly personal and confidential and should not be disclosed or shared with third parties.
- 3.2 The Customer is solely responsible for such information whether used by the Customer or third parties, or for any actions or declarations made through the use of the login.
- 3.3 If the Customer has reason to believe that a person is using its identification details without having received the requisite authorization, it must immediately inform CLS so that appropriate measures can be taken.

4 Term and Commencement

- 4.1. This Agreement shall be for a term of three years subject to renewal.
- 4.2. The Agreement shall commence on the date it is signed by the parties.

5. Conditions Precedent to Effectiveness

The Agreement shall come into full force and effect after Cabinet and Parliamentary approvals have been obtained.

6. Use of the Platform

6.1 The Customer shall have access to one or more of CLS web platforms in SaaS mode and via the internet from any laptop or fixed computer, tablet or telephone. The web platform consists of a set of IT components and services, servers, databases and software used to display and exploit data or other information within the framework of the Services provided by CLS (hereinafter called "the Platforms").

6.2 CLS grants the Customer right to use the Platform and its component parts for the purposes intended which the Customer may share with third parties specifically the Ghana Navy and other security agencies in the Republic of Ghana for security purposes.

6.3 The Customer shall not:

(a) copy all or part of the Platform, print, transfer, reproduce, modify, arrange or correct all or part of the components of the Platform; or export and/or incorporate all or part of it into other computer programs;

(b) Sell, rent, sub-lease, market, lend or distribute the Platform or one or more of the component parts, in any way whatsoever;

(c) Use the Platform and/or its component parts to provide any individual, company or entity with data collection and information-processing services or any other services that are similar to the Services in any way whatsoever;

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(d) Compile, decompile, disassemble, translate, reverse, engineer or attempt to reverse engineer the software that is part of the Platform, except within the limits authorized by law.

7. Obligations of the Customer

- 7.1. The Customer shall use the processed data transmitted by CLS solely for the needs that have been defined between the parties.
- 7.2. The Customer shall not modify the data, create derivative works, decompile or distribute/sell them in any way whatsoever.
- 7.3. The Customer shall use the raw and processed data for internal research and any other purpose.
- 7.4. The Customer shall be responsible for taking all appropriate measures to protect its data and/software from contamination by viruses;
- 7.5. The Customer shall bear the risk of communicating its login details, or any information deemed confidential to a third party;
- 7.6. The Customer shall put in place and maintain the requisite Information Technology (IT) facilities needed to access the services;
- 7.7. The Customer shall not:
 - a) attempt to divert the Service from its intended purpose, manipulate the content and, more generally, the information and data provided through the Service in any way whatsoever, or conceal the source and origin of information received or sent through the Service;
 - b) upload, display or and transmit any content that contains computer viruses or any code, files or programs designed to interrupt, destroy or limit the functions of the Service;
 - c) perform any action that may have a disruptive effect and/or hinder the real time communications capabilities of CLS and/or its partners.

- d) interfere with or disrupt the Service, servers or networks connected to the Service, or refuse to comply with any applicable requirements, procedures, general rules and or legal and regulatory provisions.
- e) transmit data, content or information that has been altered, is misleading or false and, more generally, contrary to the applicable law in the Customer's geographical location.

8. Obligations of CLS

- 8.1 CLS shall provide the services set forth in Schedule A in accordance with acceptable international standards.
- 8.2 CLS shall not modify or make any adjustments, additions or alterations to the service without the prior written consent of the Customer.
- 8.3 CLS shall keep accurate records of the services to be provided and make such records available to the customer on request.
- 8.4 CLS shall promptly remedy any interruption in the provision of the services.
- 8.5 CLS shall keep a Maintenance Record Book in respect of maintenance done.
- 8.6 CLS shall establish and determine the duration or volume of authorized communication, or the maximum volume of data storage.
- 8.7 CLS shall not use the beacon ID and all positional data that are considered as personal data for commercial purposes and internal research.

9. Warranty by CLS

CLS warrants that it shall be bound by a best effort obligation in the provision of the services. CLS cannot however guarantee that the services to be

provided shall be without any interruption or error or be accessible without potential geographical limitation.

10. Confidentiality

- 10.1 Each party to this Agreement shall keep confidential and ensure that its respective employees and agents keep confidential, all confidential information which it or they may acquire in relation to the company, entity or its business affairs.
- 10.2 A party that receives confidential information from the other party may disclose such confidential information to a permitted assignee of such recipient party provided that such permitted assignee is first informed by such recipient party of the confidential nature of such confidential information and shall have agreed in writing to maintain its confidentiality in accordance with this Article and the Right to Information Act, 2019 (Act 989).

11 Intellectual Property

- 11.1 Pre-existing intellectual property rights generated before the contract or intellectual property rights which are developed within the framework of the Contract, in particular those relating to:
- (a) software, web platforms, interfaces, dashboards, databases, access to which are given to the Customer,
 - (b) equipment, component or related documentation,
 - (c) deliverables produced within the framework of the agreement such as data shall belong to CLS and the Customer.
- 11.2 After the termination of this Agreement all data stored shall belong to the Customer.

12 Termination/Suspension

- 12.1 Termination by CLS:
CLS reserves the right to terminate/suspend this Agreement by giving thirty (30) days written notice if the Customer fails to meet its payment obligations to CLS.

12.2 Termination by Customer:

The Customer reserves the right to terminate this Agreement by giving thirty (30) days written notice for unsatisfactory services provided by CLS.

12.3 Termination by Either Party

a. A Party may terminate the Agreement upon giving thirty (30) days notice if the other Party defaults in the performance of any obligation under this Agreement and the default, if capable of being remedied is not remedied within 30 days after notice thereof has been given to the party by the other party.

b. A Party may terminate this Agreement if the other Party becomes insolvent or is voluntarily or compulsorily wound up or has a receiver appointed for its business.

12.4 Consequences of Termination

Upon termination of the Agreement, all rights and obligations of the Parties hereunder shall cease, except:-

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in clause 10, and
- (iii) any right which a Party may have under the applicable law.

13. Force Majeure

13.1 Force majeure in this Agreement means an event which could not reasonably have been foreseen or avoided by the diligence of either party in any circumstance, which is beyond the reasonable control of either party and which renders performance of the obligations of either party impossible or so impracticable as reasonably considered impossible. Force majeure includes but is not limited to earthquakes, fire, floods, adverse weather conditions and other acts known as acts of God, as well as war, riots, civil disorder, strikes, and other industrial action, confiscation or other adverse action by Government or any of its agencies.

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- 13.2 In the event of the occurrence of force majeure, a Party to this Agreement shall, notwithstanding anything to the contrary in this agreement, not be liable for any delay or failure in carrying out or performing any of its obligations as contained in this Agreement.
- 13.3 A party affected by force majeure shall take reasonable measures with a minimum of delay, to remedy its inability to fulfil its obligations by reason of such force majeure.
- 13.4 A party affected by an event of force majeure shall give notice of such event to the other party as soon as reasonably practicable and in any event not later than three (3) days after the occurrence of such event and shall provide full particulars of the nature and the cause of such event and where normal conditions are restored, give prompt notice thereof to the other party.
- 13.5 The period during which an event of force majeure persists shall be taken into account in computing the time within which a party may do anything or perform any act under this agreement and such time shall be extended by the period by which the event of force majeure continues. Provided that if the event of force majeure persists for more than thirty (30) days, either party may terminate this agreement by giving notice to the other of its intention to do so.
- 13.6 Force majeure shall not include any of the following:-
(a) any event caused by the negligence or intentional action of either party, its agents, employees or sub-contractors; or
(b) insufficiency of funds or the inability of a party to pay any sum of money required to be paid under this Agreement.

14 Severability

If any provision of this Agreement is held illegal or unenforceable in any judicial proceedings, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana.

16. Dispute Resolution

16.1 The parties shall endeavor to settle any dispute which may arise in connection with this Agreement amicably.

16.2 Where amicable settlement of any dispute arising from this Agreement is impossible the parties shall refer the dispute to arbitration in accordance with the arbitration rules of the Ghana Arbitration Centre. The seat of Arbitration shall be Ghana.

17. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

18. Entire Agreement

This Agreement supersedes all prior agreements between the Parties with respect to its subject-matter.

19. Amendment

This Agreement shall be amended only in writing by the Parties.

20. Notices

20.1 Save as expressly provided in this Agreement, all notices, consent or agreement required to be given by a Party under this Agreement shall be in writing and sent by registered mail, e-mail or facsimile to the other Party at such address as indicated below for the receipt of such notices, consent or agreement:

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If to CLS :
Name of Authorized Official:
Designation
Fax/ Telex No:
E-mail:
Mobile No:

If to Customer:
Name of Authorized Official:
Designation:
Fax/ Telex No:
E-mail:
Mobile No:

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IN WITNESS whereof the Parties have executed this Agreement as of the date first above written.

SIGNED AND SEALED BY
MESSRS COLLECTE LOCALISATION SATÉLLITES
in the presence of:

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.....
.....

SIGNED AND SEALED BY
FISHERIES COMMISSION
in the presence of:

.....
.....
.....

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