



European Maritime Safety Agency

## **RBAT Tool**

### **Terms of Use**

**No 1.8-4/26/1366-4**

*Estonian Transport Administration*

*Valge 4/1, Tallinn 11413, Estonia, represented by Mikk Vaaks Senior Inspector*

(hereinafter referred to as "the Participating entity"), agrees to the terms in this document and in Annex - 'General Conditions for accessing RBAT tool' which forms an integral part of these Terms.

#### **1. SUBJECT MATTER AND SCOPE**

The Participating entity shall access the RBAT tool and make use of the functionalities therein in line with the defined scope of usage.

#### **2. ENTRY INTO FORCE AND DURATION**

The provisions of these Terms of Use shall enter into force on the date on which it is signed by the Participating entity and shall remain valid for a period of 1 year. This initial period shall be automatically renewed for subsequent equal periods, unless the Participating entity, or EMSA sends, prior notification to the contrary, 3 months before the anniversary date .

#### **3. RESPONSIBILITIES OF THE THIRD PARTY**

The third party is bound to adhere to the 'General Conditions for accessing 'RBAT tool' (in Annex).

#### **5. LIABILITY**

The Participating entity and its Users shall adhere to the Liability Clauses in the RBAT tool.

#### **6. COMMUNICATION**

Any communication shall be made in writing. Ordinary mail shall be deemed to have been received on the date on which it is registered by the responsible department indicated below.

Electronic communication must be confirmed by paper communication when requested.

Communications shall be sent to the following addresses:

EMSA:

European Maritime Safety Agency  
Santiago Encabo – Head of Safety & Security – Unit 2.1

Praça Europa 4  
1249-206 Lisbon  
Portugal

e-mail: [RBAT@ems.europa.eu](mailto:RBAT@ems.europa.eu)

Third party:

Estonian Transport Administration  
Mikk Vaaks – Senior Inspector, Shipping Department  
Valge 4/1  
Tallinn 11413  
Estonia

e-mail: [Mikk.Vaaks@transpordiamet.ee](mailto:Mikk.Vaaks@transpordiamet.ee)

## **7. CONFIDENTIALITY**

- 7.1** For the purposes of these Terms, “confidential information” shall mean any information, document or material linked to the performance and not generally known to external parties which unauthorised disclosure could harm essential interests of EMSA and/or the participating entity.
- 7.2** The Participating entity undertakes, when requested by EMSA, to preserve the confidentiality of any data, information or other material provided.

## **8. DATA PROTECTION**

Any personal data included in the Terms must be processed in accordance with Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No. 1247/2002/EC. Such data must be processed solely for the purposes of the performance, management and monitoring of this agreement. This does not affect its possible transmission to bodies entrusted with monitoring or inspection tasks in application of Union law.

## **9. FORCE MAJEURE**

- 9.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the parties, which prevents either of them from performing any of their obligations, was not due to error or negligence on their part and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- 9.2** If the Participating entity is faced with force majeure, it shall notify it to EMSA without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- 9.3** The Participating entity shall not be held in breach of its obligations if it has been prevented from fulfilling them by force majeure.

## **10. AMENDMENTS**

Any amendment shall be valid only if documented in a written form.

## **11. TERMINATION BY CANCELLATION**

The Participating entity may, of its own volition, unilaterally terminate these Terms of Use at any time, notifying EMSA 3 (three) months prior.

## **12. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**12.1** These Terms of Use shall be governed by European Union law.

**12.2** The parties agree to use reasonable efforts to resolve amicably and expeditiously any disagreement or dispute that may arise in relation to these Terms of Use.

## **I AGREE TO THESE TERMS AND CONDITIONS**

For Estonian Transport Administration,

Mikk Vaaks, Senior Inspector

signature[s]:



Done at Tallinn, 13/02/2026

In duplicate in English.