



COMMISSION ON PHYTOSANITARY MEASURES

EIGHTEENTH SESSION

TERMS AND CONDITIONS FOR USING THE PHYTOSANITARY CAPACITY EVALUATION (PCE) ONLINE SYSTEM

AGENDA ITEM 14.4

(Prepared by the IPPC Secretariat)

Background

- [1] In the past three years, ownership issues and open access to the Phytosanitary Capacity Evaluation (PCE) online system have been discussed at both the Strategic Planning Group and Implementation and Capacity Development Committee (IC) meetings.
- [2] In 2001, ICPM-3¹ adopted the recommendation that the PCE results be kept as confidential as the country desires and that the Secretariat undertake to maintain and update the PCE (or make appropriate arrangements for maintaining and updating).
- [3] The PCE is supported by an online system that FAO hosts and manages. Access to the system is only granted to authorized individuals from countries that have undertaken or are currently undertaking a PCE after fulfilling the relevant FAO procedures. Apart from staff within the NPPO, access is also granted to the PCE facilitator recognized by the IPPC Secretariat, as per the IC procedure for a PCE Facilitator certification², when one is engaged.
- [4] The online PCE system is designed to securely store the information generated through the PCE while ensuring the confidentiality of the data and preventing unauthorized access, use, or disclosure of confidential data.
- [5] To allow clarity and a better understanding of the ownership and management of the PCE, the IPPC Secretariat consulted with the various relevant FAO units (legal unit, copyright unit and data protection unit), who indicated that the PCE is FAO property and that, as such, terms and conditions should be set according to FAO rules. The FAO Copyright Unit provided a template of terms and conditions, which was further completed and commented upon by both the copyright and data protection units responsible for drafting such documents.

¹ Report ICPM-3 https://assets.ippc.int/static/media/files/publications/en/1079019159579_ICPM3e.PDF

² IC procedure for PCE Facilitator certification
https://assets.ippc.int/static/media/files/publication/en/2022/02/Procedure_for_PCE_facilitator_certification.pdf

- [6] In November 2023, the IC Team on PCE reviewed these Terms and Conditions for using the online PCE system and the IC³ agreed to ask the Bureau to review them prior to be presented at CPM-18 (2024) to be noted.
- [7] Furthermore, these Terms and Conditions will be made available on the online PCE website at [Phyosanitary Capacity Evaluation \(PCE\) - International Plant Protection Convention \(ippc.int\)](https://www.ippc.int) for information and will have to be agreed upon when getting access to the PCE online system. The IPPC Secretariat informed the Bureau members in December 2023 of the state of activities.
- [8] In February 2024, the CPM Bureau reviewed the Terms and Conditions for using the PCE online system through an eDecision and agreed to present the document to CPM- 18 for noting.
- [9] The CPM is invited to:
- (1) *Note* the Terms and Conditions for using the Phyosanitary Capacity Evaluation (PCE) online system presented in Appendix 1. These terms will be publicly available on the online PCE system and will have to be agreed upon to access the PCE online system.

Appendix 1

TERMS AND CONDITIONS FOR USING THE ONLINE PCE SYSTEM

Introduction

1. The Food and Agriculture Organization of the United Nations (FAO) is a specialized agency of the United Nations system established in 1945. Its mandate is to raise levels of nutrition, increase agricultural productivity, raise the standard of living in rural populations, and contribute towards global economic growth and humanity's freedom from hunger.
2. As part of its mandate, FAO produces communications and information materials that are used to raise awareness about key issues in the field of food and agriculture and to achieve its goal of ending global hunger. FAO's information materials are available in many languages and are distributed worldwide free of charge for non-commercial purposes. Examples of its materials are available on FAO's website: www.fao.org.
3. Users are responsible for independently verifying the accuracy and completeness of all data, information and contents and bear the sole responsibility and risk for their access and use of the contents of third-party information.

Purpose

4. The purpose of the "Phytosanitary Capacity Evaluation" (hereinafter the "PCE") is a fully comprehensive NPPO-led, facilitator-enabled, IPPC Secretariat-supported process of multiple phases, with a wide range of benefits, to help countries evaluate their phytosanitary capacities and draft a phytosanitary capacity development strategy, under an IPPC established methodology.
5. The PCE is supported by an online PCE system that FAO hosts and manages. Access to the system is only granted to authorized individuals from countries that have undertaken or are currently undertaking a PCE after fulfilling the relevant FAO procedures⁴. Access is also granted to the relevant PCE facilitator where one is engaged. The online PCE system is designed to securely store the information generated through the PCE while ensuring the confidentiality of the data and preventing unauthorized access, use or disclosure of confidential data, as well as preventing conflicts of interest and misuse that may compromise the PCE integrity. To ensure that data stored and transferred on the online PCE system is sufficiently protected, technical measures are taken, where possible, such as encryption, authentication, and authorization.

Agreement

6. By using the online PCE system, you acknowledge and agree that these Terms and Conditions and other terms that will be displayed to you at the time you first use certain features (as may be amended by FAO from time to time), shall apply, including in connection with the processing of any data you may make available through the online PCE system. You also acknowledge that you have fully read and understood the Privacy Notice set out under paragraph 8 to 12 below as well as the [FAO Data Protection and Privacy Notice](#) and agree to the terms which apply to users of this online PCE system. If you do not agree to these Terms and Conditions and the FAO Data Protection and Privacy Notice, do NOT click "SUBMIT" (or similar) and do not access or otherwise use the online PCE system.

⁴ Included but not limited, the procedure indicated at the IPPC webpage <https://www.ippc.int/en/about/core-activities/capacity-development/phytosanitary-capacity-evaluation/#a>

7. Where we have made settings available, FAO will honor the choices you make about who can see content or information.

Privacy Notice

8. The IPPC Secretariat through the online PCE system processes personal data in accordance with the [FAO Data Protection Policy](#).
9. The IPPC Secretariat through the online PCE system collects, processes and stores personal data of users (First name, name, email and country) in order to keep traceability of the data entered and ensure the identity of the contributor.
10. Personal data collected from users of the online PCE system is not accessible to any third parties outside the IPPC Secretariat and PCE facilitator and will not be shared with third parties without prior authorization.
11. Users may request, at any time, access, correction or deletion of their personal data that we hold by contacting FAO-Data-Privacy@fao.org. The deletion of a user's personal data will result in the user no longer having access to the online PCE system.
12. For more information about how the IPPC Secretariat processes personal data through the online PCE system, please visit [FAO Data Protection and Privacy Notice](#).

Definitions

13. The following definitions shall apply to these Terms and Conditions and any other related document:

'PCE' means the process

'Online PCE system' means the IT platform where methodological tools and PCE data are stored.

'PCE data' means any information entered into the PCE web system related to the phytosanitary system of the country conducting an assessment.

'Processing of PCE data' means any operation or set of operations which is performed on or using PCE data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

'Third Party(ies)' means any natural or legal person, public authority, agency or any other body other than the user or FAO, which may access and process data from the PCE web system.

'User' means authorized individuals from countries that have undertaken or are currently undertaking a PCE after fulfilling the relevant FAO procedures. This also includes the PCE facilitator when engaged.

'Metadata' data that describes general statistics and trends based on the online PCE system entries

Access

14. When submitting your data, you authorize FAO to store PCE data and country-sensitive information, including weaknesses of the country's phytosanitary system.
15. FAO reserves the right to verify the eligibility of any user submitting an entry (including identity and address) and remove any user who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. By submitting entries to the online PCE system, you agree that country data refers to the raw and confidential information that users from a country enter into the system, which cannot be shared with third parties. However, based on the data contributed by

several countries, metadata can be developed to provide information about the data, but not the actual data itself. For instance, general statistics and trends of a group of countries regarding capacity development needs can be derived from metadata. You further agree that this metadata can be processed, shared, and used for the relevant purposes and any other purposes outlined in these Terms and Conditions.

16. FAO reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, the PCE web-system, including any means of accessing or utilizing it, at its sole discretion with or without prior notice to users.
17. FAO may at its sole discretion, under any circumstances, for any or no reason whatsoever and with or without prior notice to users, terminate any user's access to the online PCE system, including to any means of accessing or utilizing it.

Responsibility of User

18. As a user, you acknowledge and agree that you:
 - will comply with all applicable laws, including, without limitation, data protection and privacy laws, intellectual property laws, and anti-spam laws;
 - are only allowed to enter data for the country you are representing and not for any other country;
 - cannot create a false identity or misrepresent your identity, affiliation with a person or entity, past or present, or your current or previous positions and qualifications;
 - are responsible for ensuring the accuracy, integrity and security of the information that you provide when accessing or using the online PCE system, including any country sensitive data;
 - are responsible for independently verifying the accuracy and completeness of all data, information and contents of the online PCE system;
 - cannot publicly represent or imply that FAO is participating in or has sponsored, approved, or endorsed the manner or purpose of your use of the online PCE system.

Responsibility of FAO

19. FAO shall process all data in accordance with its rules, policies, and practice, to the exclusion of any single national system of law.
20. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, FAO has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information it processes, consistent with FAO's rules, policies and practices.

Disclaimer and Liability

21. While the information contained in the online PCE system is periodically updated, no guarantee is given that the information provided is correct, complete, and up to date.
22. FAO shall not be responsible for any material/data that is not received due to internet or software failures.
23. FAO does not represent or endorse the accuracy or reliability of any data, information or other material provided by any user in the online PCE system. FAO explicitly disclaims any responsibility for the content of such data, information and materials provided or processed through the online PCE system.

24. Links to other websites are provided for the user's convenience only and do not constitute endorsement by FAO of material at those sites, or any associated organization, product, or service.
25. Users are responsible for independently verifying the accuracy and completeness of all data, information and contents and bear the sole responsibility and risk for their access and use of the contents of third-party information.
26. Under no circumstances shall FAO bear responsibility to any user or Third Parties for any misrepresentation, inaccuracy, error, omission, deletion, defect, alteration of any content of the Database, or for its timeliness or completeness.
27. FAO shall not be liable for any loss or damage arising from, or directly or indirectly connected to, the use of, reference to, or reliance on any information contained in the online PCE system, including, but not limited to, any liability arising from any intentional or negligent misuse, errors, disclosure, undue transfer, loss or destruction of data that may occur.

Use of FAO emblem or logo

28. The official emblem or logo of FAO shall not be used, under any circumstances, without FAO's prior written consent.

Data deletion and retention

29. At any time, you can delete, review, correct, or update your country data by accessing the appropriate features in the online PCE system.

Privileges and Immunities

30. Nothing contained in or related to these Terms and Conditions shall be deemed a waiver, express or implied, of the privileges and immunities of FAO or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of these Terms and Conditions or any other document related thereto.

Acceptance

31. By submitting entries into the online PCE system, you confirm that you read, understood, and agree to the Terms and Conditions to be part of the online PCE system, as set out above.