



**Agreement for
IALA Expert
on IALA World-Wide Academy short term mission
*Option 3a***

(Title of the Mission)

(Name of the Expert)



EXPERT CONTRACT

Between

**THE INTERNATIONAL ASSOCIATION OF MARINE AIDS TO NAVIGATION AND
LIGHTHOUSE AUTHORITIES** (hereinafter called "IALA") the Headquarters of which are
situated in St Germain-en-Laye (France) of the first part

And

Mr. SoSo

(Hereinafter called "the Expert") of the other part

Hereby agree as follows:

Article I Duties

The Expert, acting upon the instructions of the Dean of the IALA World-Wide Academy (Academy), or other appropriate official authorized by the Dean, will carry out an assignment within his/her field of competence in accordance with the terms of reference provided in Annex 1 to this contract.

Article II Duration of Contract and Period of Service

1. This contract shall enter into effect on ... and expire not later than....
2. The period of service of the Expert shall fall within the dates specified above and the services will be performed according to the following schedule:

Day 1 through day ...: Home-based preparation;

Day ...: Depart from ... to ...;

Day ... through day ... on assignment in ...; Day

...: Depart from... to...;

Day... through day ...: Home-based report writing.
3. This contract may be terminated by IALA or by the Expert before the expiry date with two weeks' notice if the contract is for an aggregate period of service of three months or less or with one month's notice if the contract is for an aggregate period of service of more than three months.
4. In the event of termination of this contract by IALA, the Expert shall be entitled to an indemnity equivalent to five calendar days' remuneration for each remaining aggregate period of service equivalent to one month, subject to a maximum indemnity of thirty calendar days' remuneration.
5. Notwithstanding the terms of paragraphs 3 and 4 above, in the event of serious misconduct on the part of the Expert this contract may be immediately terminated by IALA without notice or indemnity.
6. In the event of termination of this contract by the Expert or of the inability of the Expert to carry out fully its terms, IALA may deduct from the remuneration stipulated in Article III

paragraph 1 below, a sum equivalent to any loss caused thereby to IALA, taking into consideration any portion of the work which may be uncompleted.

Article III Remuneration

1. IALA shall pay the Expert for the work to be carried out under the terms of this contract the following remuneration:

A lump sum of €...* (...) based on a daily rate of € 375, 00. This amount will be paid following certification by the Dean of the Academy that the performance of the duties and the work carried out are satisfactory.

2. This remuneration is payable in euros.
3. IALA shall not reimburse any tax, duty or other contribution for which the Expert may be liable in respect of the remuneration paid by IALA under the terms of this contract.
4. The Expert is responsible for accounting to the relevant fiscal and/or revenue authorities for all taxes and other liabilities, charges and dues for which the Expert is liable and the expert will keep the Academy indemnified in respect of any claim or demand made by such authorities against the Expert in respect of the services performed by the Expert hereunder.

Article IV Travel and Subsistence Allowance

The “Travel Rules and Rates” at Annex 2 applicable to the IALA staff apply to the Expert (except that prior Travel Authorization by the Secretary General is not required). After having received the “Travel Expenditure Claim Form” at Annex 3 IALA will reimburse the Expert accordingly. No other travel expenses shall be reimbursed.

Article V Insurance

The Expert shall make his/her own insurance arrangements for any accident, health or loss of personal effects during the travel time of the mission the reasonable cost of which may be refunded by IALA upon request.

* This includes the production of the final report, if any.

Article VI Policies

1. Except to the extent specifically provided for under this contract, the Staff Regulations and Rules of IALA shall not be applicable to the Expert. The Expert shall enjoy no entitlement, benefit, remuneration or reimbursement not explicitly stipulated in this contract.
2. The Expert is bound by and shall comply with the general conditions set forth in the Annex 4 to this contract.

Article VII Availability

The Expert shall, prior to the commencement of this contract, obtain any leave or permission which may be necessary to enable discharge of duties under this contract.

Article VIII Disputes

Any dispute arising out of or in conjunction with this contract shall be submitted to arbitration in Paris by a single arbitrator agreed to by both parties, if attempts at settlement by negotiations have failed. If the parties are unable to agree on a single arbitrator within thirty days of the request for arbitration, the court of justice of Versailles is competent to settle the case.

Signed on behalf of IALA

Signature of Expert

By the Secretary General

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Date:

Date:

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Annex 1

IALA World-Wide Academy

TERMS OF REFERENCE

(Title of the technical assistance mission)

Background

...

Tasks

Acting upon the instructions of the Dean of the IALA World-Wide Academy, the Expert will carry out ... (detailed description of the mission)

The Expert will also, at the request of the Dean, carry out any other relevant duties falling within the scope of his/her professional competence, which may arise during the course of the assignment.

If requested by the Terms of Reference for the mission, on completion of his/her assignment, the Expert will submit a report to the Dean of the IALA World-Wide Academy. The report should be received no later than ..., and should include a summary of all activities undertaken as well as the Expert' conclusions and recommendations. The report should be typed in (English) and a copy should be made available on Word format.

Annex 2

(Insert "Travel rules and rates for 2014")

Annex 3

(Insert "Travel Expenditure Claim Form")

Annex 4

**GENERAL CONDITIONS APPLICABLE
TO THE HOLDERS OF EXPERT CONTRACTS**

1. Experts' responsibilities are exclusively international. By accepting an Expert contract, Experts undertake to carry out the work committed to them and to regulate their conduct with the interests of IALA only in view.
2. Experts are subject to the authority of the Secretary-General of IALA and are responsible to him in the performance of their work.
3. In carrying out their work, Experts shall neither seek nor accept instructions from any government or from any authority external to IALA except as may be authorized by the Secretary-General of IALA.
4. Experts shall conduct themselves at all times in a manner befitting their status. They shall not engage in any activity that is incompatible with the performance of their work for IALA. They shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on their status, or on the integrity, independence and impartiality that are required by that status. While they are not expected to give up their national sentiments, or their political and religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their international status.
5. Experts shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person unpublished information known to them by reason of their work, except in the performance of that work or by authorization of the Secretary-General. These obligations remain binding after the conclusion of the contract.
6. All rights, including title, copyright and patent rights, in any work produced by an Expert by virtue of an Expert contract, shall be vested in IALA, which alone shall hold all rights of use.
7. Any Expert who, by malice or negligence or by failure to observe any applicable rule, involves IALA in unnecessary loss, expense or liability, shall be held responsible and may be required to pay compensation therefore.
8. Experts shall inform IALA how and where they can be contacted during the period of their contract with IALA.
9. Experts shall endeavour to submit a preliminary draft report to the National Authority in the country where the mission has taken place before departing from that country (where applicable).