



Input paper: LAP14.7.1.3

Agenda item	7
	Requests for advice from other IALA bodies
Author(s) / Submitter(s)	Secretariat

## **From PAP 28: Request to review and update the IALA-NET agreement text**

### **Background**

The IALA Policy Advisory Panel had on the Agenda for its 28<sup>th</sup> session held on 1-3 October 2014 an item on progress regarding IALA-NET.

The corresponding extract from the PAP report reads as follows:

#### **9.4 IALA NET**

*Jean-Charles Leclair reported on the status of the IALA-NET.*

- *Ecuador is interesting in joining IALA-NET;*
- *The Danish satellite with design life of three months, has been operational for one year but is now degrading;*
- *The IALA-NET agreement needs updating.*

#### **Action**

***The LAP is requested to review and update the IALA-NET agreement text.***

### **IALA-NET agreement**

The above mentioned agreement is an agreement signed between IALA, represented by the Danish Maritime Administration, and the competent authority of a country wishing to exchange AIS data using IALA-NET. A sample agreement is attached as Annex A.

### **Action requested from LAP**

The LAP is invited to review the agreement text and suggest updates as necessary.

## Agreement on Participation in IALA-NET

by and between

The International Association of Marine Aids to Navigation and  
Lighthouse Authorities (IALA)

and

The IALA Competent Authority for [Country], [Organization]

26/02/2015

## 1 Parties

1.1 This agreement on access to IALA-NET is by and between:

International Association of Marine Aids to Navigation and Lighthouse Authorities  
10 rue des Gaudines, 78100 St Germain en Laye, France.

and

[Organization], [Address],

("IALA-NET Participant" and together with IALA jointly referred to as the "Parties").

1.2 In relation to this agreement, IALA is represented by the Danish Maritime Safety Authority ("DMA"), Carl Jacobsens Vej 31, 2500 Valby, Denmark.

## 2 IALA-NET

2.1 IALA-NET is a near real time Maritime Data Exchange service using Internet technology. It is a worldwide service only open to national authorities recognized by IALA.

2.2 IALA-NET Participants share Maritime Data with each other through IALA-NET.

2.3 The term "Maritime Data" in this agreement encompasses any real-time, near real-time or statistical data from the maritime domain that IALA-NET participants might choose to share.

2.4 IALA-NET aims to support as many data types as possible; initially IALA-NET supports the exchange of AIS data.

2.5 At the core of IALA-NET are a number of servers through which the data is exchanged. Initially there is one server (Denmark) but at least three servers are envisaged with automatic failover to ensure high system reliability. The servers are planned to be hosted in Denmark, China and USA.

### 3 Exchange of Maritime Data

- 3.1 The IALA-NET Participant agrees to exchange maritime data with other IALA-NET Participants and IALA through the IALA-NET framework.
- 3.2 It is the choice of the IALA-NET Participant what Maritime Data to exchange, however, as a minimum IALA would expect AIS data to be shared.
- 3.3 Each IALA-NET Participant is responsible for ensuring that there is no breach of ownership or intellectual property rights in relation to the data provided to IALA-NET.
- 3.4 Each IALA-NET Participant is committed to put in a fair effort during normal working days and working hours, to restore its connection to IALA-NET.
- 3.5 National authorities recognized by IALA may delegate the practical IALA-NET Participant role to another organization in relation to IALA-NET as long as this organization takes over the associated responsibilities.
- 3.6 Technical details, data formats etc. for exchanging maritime data through IALA-NET can be found on the IALA-NET homepage. A link to this homepage can be found on the IALA homepage: "<http://www.iala-aism.org>".

### 4 Usage of data received through IALA-NET

- 4.1 IALA-NET Participants may use the data received through IALA-NET for the purposes mentioned in section 4.2 of this agreement.
- 4.2 The IALA-NET service is intended to assist the IALA-NET Participants to fulfill their legal duties regarding maritime safety (including safety of navigation, safety of ships, search and rescue, marine accident investigation, traffic analysis), maritime planning, risk analysis, security and combating illegal activities, protection of marine environment and improvement of efficiency of navigation.
- 4.3 IALA-NET Participants may re-distribute maritime data received through IALA-NET to other relevant national authorities and research institutions in their country for the purposes mentioned in section 4.2 of this agreement.
- 4.4 IALA-NET Participants may provide maritime data received through IALA-NET to subcontractors for the purpose of doing work in relation to the purposes mentioned in section 4.2 of this agreement.
- 4.5 Data from IALA-NET may not be used for commercial purposes.

## 5 Disclaimer

- 5.1 IALA-NET is provided on a *best effort basis*. The operational availability of IALA-NET and associated IALA-NET services is not guaranteed in any way
- 5.2 Outages in data streams and web based services may be expected, however those hosting IALA-NET components (servers etc) will put in a fair effort during normal working days and working hours, to restore IALA-NET and the associated services.
- 5.3 IALA-NET participants that choose to utilize IALA-NET and associated services for any type of critical applications, do so at their own risk and liability.
- 5.4 All IALA-NET participants take part in IALA-NET at their own risk and cost.
- 5.5 Everyone utilizing data or services from IALA-NET do so at their own risk and liability.
- 5.6 IALA, DMA and any IALA-NET participants are not in any way liable for any consequences of any usage (and/or omitted usage) of IALA-NET and associated IALA-NET services.
- 5.7 The data provided by IALA-NET and associated services are provided without any quality assurance. The data is provided "as is", i.e. IALA is not in any way responsible for any quality aspect of the data provided. IALA-NET is just a data exchange mechanism.
- 5.8 If data users are in any way concerned about data quality, they are obliged to carry out their own quality assurance.
- 5.9 A full list of IALA-NET disclaimers will be maintained on the IALA-NET website. These disclaimers are applicable to this agreement.

## 6 Entry into Force and Right of Termination

- 6.1 This Agreement enters into force when both parties have signed the agreement.
- 6.2 Both Parties are entitled to terminate this agreement upon a written notice to the other party. Such notification on termination must be received by the other party in order to take effect.
- 6.3 Any failure by one of the Parties to fulfill any of the conditions in this Agreement entitles the other Party the right of terminating the access to IALA-NET AIS Data without further notice.
- 6.4 IALA is entitled to disconnect the data feed from any IALA-NET Provider if the data received faulty in any way and/or may possibly be interfering with the operation of IALA-NET.

26/02/2015

## 7 Signatures

7.1 This Agreement on Access to IALA-NET AIS Data has been drawn up in two (2) identical originals; one for each Party.

On behalf of IALA

On behalf of [Organization]

Copenhagen /

[Place] / 2014

Omar Frits Eriksson  
Director, Maritime Technology  
Danish Maritime Authority

[Mr./Ms]  
[Position]  
[Organisation]