



Agreement on IALA World-Wide Academy short term mission *Options 1 and 2*

Between

The International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA), located at 10 Rue Gaudines in Saint Germain en Laye (Yvelines, France).

Hereinafter referred to as “IALA”

And

[Name of the Administration/Organisation], located [•],

Hereinafter referred to as “The Organisation Employer”

And

Mr. /Mrs. [•], residing at [•],

Hereinafter referred to as “The Expert”

Preamble:

In consideration of:

- the high level of skill of the Expert in technical/operational areas related in particular to [•];
- the nonprofit association status of IALA and its general interest purpose;
- the interactions existing between IALA and the Organisation Employer, [if relevant] which is member of IALA;

the Organisation employer agrees to second one of his employee to IALA for a short term mission under the term and conditions describe hereafter.

1. Purpose of the agreement

The purpose of the present agreement is to clarify the conditions under which the Organisation Employer will put the Expert at the disposal of IALA for the performance of a short-term mission as describe in the Terms of Reference attached as Annex 1.

2. Duration of the Mission

This mission shall enter into effect on [•] and expire not later than [•].

The services performed by the Expert for IALA will be as follows:

- Day 1 through [•] : Home based preparation of the mission;
- Day [•]: Travel from [•] to [•]
- Day [•] through [•]: Assignment in [•];
- Day [•]: Travel back from [•] to [•]
- Day [•] to [•]: Home-based writing of the report.

The length of the different stages of the mission could be slightly modified in the course of the mission, providing it does not exceed the whole duration as indicated above.

The length of the assignment could be extended by mutual agreement between IALA, the Expert, the Organisation Employer and the beneficiary country.

The mission may be terminated by IALA, by the Expert or by the Organisation Employer before the expiry date with a two-week notice for mission of more than 3 months and a one-week notice for mission between 1 and 3 month (to be completed if the length of some missions is under 1 month).

The Expert undertakes on a permanent basis (both during and after the term of the present agreement without any limitation in time), towards any person or legal entity, to abide by an absolute professional secrecy for all confidential information (products, services and financial performance, trade secrets and intellectual property information) pertaining to IALA, its partners or its providers.

3. Status of the Expert during the secondment

3.1. Remuneration and travel expenses

The Expert will remain employed by the Organisation Employer over the length of his mission for IALA, which will continue to pay his/her salaries, at no cost for IALA.

Option 1: The Organisation Employer will also support the Expert's travel expenses according to its own rules for travelling, at no cost for IALA.

Option 2: IALA will take in charge the Expert's travel expenses according to its general rules for travelling, as set in Annex 2. At the achievement of his/her mission the Expert shall fill the Travel Claim form (Annex 3) for the payment of those expenses and send it to the IALA WWA together with his/her bank account details.

In any case, the Expert shall arrange for his/her own travel bookings and hotel accommodation when they are not provided by the beneficiary country. An advance of expenses in Euros may be allocated by the Academy. In that case, the advance will be shown on the Travel Claim form and deducted from the total to be reimbursed.

The IALA WWA and the IALA Secretariat staff remain at the Expert's disposal to assist him/her in preparing his/her mission and travel.

3.2. Insurance

If the Expert is not adequately covered through the schemes in force (medical, travel, work accident and civil liability) within the Organisation Employer, he/she will be responsible for arranging his/her own medical and travel insurance including the loss of personal effects. The associated costs will be borne by **IALA/the Organisation Employer** on presentation of receipt.

3.3. Performance of his/her duties

The Expert will follow the working time organization specified in his/her original employment contract.

The Expert will be subject to the internal policies of IALA and to its health and safety regulations, in particular while working in IALA's premises in France.

The Expert will remain subject to the disciplinary power of the Organisation Employer during the secondment. In case of misconduct, IALA shall report it to the Organisation Employer which could solely decide to discipline the Expert.

4. Competent authority

This Agreement will be governed by the law applicable to the employment relationships between the Organisation Employer and the Expert, subject to compliance with the imperative regulations of the country where the mission is performed.

Any disagreement or disputes that may arise from this agreement and which could not be resolved by means of negotiations shall be submitted to the Courts competent for the Organisation Employer / for IALA.

Signed on [●] 2015,

In three originals

Signed on behalf of IALA

Signature of the Expert

Signed on behalf of the Organisation
Employer

Annex 1

IALA World-Wide Academy**TERMS OF REFERENCE****(Title of the technical assistance mission)****Background**

...

Tasks

The IALA Expert will carry out ... (detailed description of the mission)

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 the 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")