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Proposals for adding A TEMPLATE OF THE lighthouse volunteer service AGRREMENT to annex of G1063

# summary

China MSA has been carry out lighthouse volunteer service activities for over 10 years and regards lighthouse volunteers as important partners in promoting the sustainable development of lighthouses. China MSA is currently undertaking the revision of G1063. This paper suggests adding a template of the lighthouse volunteer service agreement to annex of G1063.

## Purpose of the document

Incorporate the template of the Lighthouse Volunteer Service Agreement in the annex of G1063.

## Related Documents

[1] G1063 Agreements For Complementary Use Of Lighthouse Property

# background

The G1063 provides general guidance for the formulation and completion of agreements with partner organizations, aiming to promote sustainable development of lighthouse. The annex of G1063 provides 7 sample agreements from lighthouse authorities around the world for reference.

Since 2014, China MSA has been carrying out the volunteer service project at Beijishan Lighthouse. The total number of applicants has exceeded 6000 and 200 batches of 535 volunteers have completed their services. Lighthouse volunteers have played an important role in the sustainable development of Beijishan Lighthouse. China MSA has accumulated rich experiences in the management and operation of lighthouse volunteers and believes that lighthouse volunteers are important partners for the sustainable development of lighthouses.

# discuss

In order to effectively manage the lighthouse volunteers and fully utilize their capabilities, before the lighthouse volunteers provide services, the lighthouse authority will sign a "Lighthouse Volunteer Service Agreement" with them.

This agreement sets out requirements for both the lighthouse authority and the lighthouse volunteers in terms of service content, rights and obligations, safety responsibilities, etc.

The service content is comprehensively evaluated by the lighthouse authority in charge based on the management requirements of the lighthouse, the difficulty of the work, and the capabilities of the lighthouse volunteers, to determine which tasks the lighthouse volunteers can undertake, such as:

- Participate in the duty and logistical support work in accordance with the lighthouse requirements;

- Assist the lighthouse keepers in the daily maintenance, including cleaning, inspection, recording, emergency power supply, and simple troubleshooting, etc.;

- Provide other public welfare services that comply with the mission and business scope of the lighthouse authority.

To safeguard the rights and interests of lighthouse volunteers and the lighthouse authority, ensure the smooth performance of volunteer services, and prevent losses once the other party violates the agreement, it is necessary to clearly define the rights and obligations of both parties, such as:

**The Rights and Obligations of the lighthouse volunteers**

- Obtain the necessary guarantees for engaging in volunteer services;

- Offer suggestions to the lighthouse authority regarding volunteer services;

- Comply with the lighthouse authority's arrangement;

- Fulfill the volunteer service commitment, maintain the image of the lighthouse authority and volunteers, and keep confidential the information obtained during the service.

**The rights and obligations of the lighthouse authority**

- Provide accommodation and meals for lighthouse volunteers, as well as the ferry fares between the land and the island during their participation;

- Provide personal accident insurance during their participation;

- Give corresponding rewards and commendations according to their performance.

1. Issue volunteer service certificate.
2. Make a volunteer service assessment for the lighthouse volunteer and give feedback to

their units.

To ensure the personal and property safety of lighthouse volunteers during their participation, and prevent safety accidents, it is necessary to clearly define the safety responsibilities of both lighthouse volunteers and the lighthouse authority, such as:

- The lighthouse authority provides PPE to lighthouse volunteers under the same conditions as the lighthouse keepers, and strengthens safety supervision.

- Lighthouse volunteers are required to truthfully and voluntarily inform the lighthouse authority of their health conditions. The lighthouse authority will not be held responsible for any accidents caused by concealing their own health problems..

After years of practice, China MSA has developed a complete service agreement template . Please refer to the Annex.

# References​

None

# Action required by the Committee

It is recommended that the ENG committee pay attention to the content of the template of Lighthouse Volunteer Service Agreement issued by China MSA, and incorporate it into the annex of the G1063 to provide a reference for other countries to launch lighthouse volunteer projects.

# Annex-Lighthouse Volunteer Service Agreement

**The lighthouse authority (hereinafter referred to as Party A)**:

**The volunteer (hereinafter referred to as Party B): ID number:**

Party A and Party B have agreed to sign this Agreement voluntarily after equal consultation and will jointly abide by the terms and conditions set forth in this Agreement.

**Article 1**

" Volunteers " refers to individuals or groups who are recruited by Party A, accept Party A's management, and voluntarily provide services and assistance for Party A's activities based on conscience, belief and responsibility, regardless of material interests.

**Article 2**

Party A shall hire Party B as a lighthouse volunteer to conduct service according to the requirements of lighthouse management.

**Article 3 Volunteer service content and time**

3.1 According to Party B's wishes, Party A arranges Party B to serve as a volunteer in XXX Lighthouse:

3.2 The content of Party B's volunteer service is as follows:

a) In accordance with the requirements of the lighthouse duty work, participate in the rotation of duty and logistics support work;

b) Assist lighthouse keepers in daily maintenance,including cleaning, inspection, recording, emergency power supply, simple troubleshooting, etc.;

c) Provide other public welfare services in line with Party A's purpose.

3.3 Party B's participation in volunteer service will start from \_\_\_\_ year \_\_\_\_ month \_\_\_\_ day and end on \_\_\_\_ year \_\_\_\_ month \_\_\_\_ day. If the time are changed due to the ship's schedule, the sailing time shall prevail.

**Article 4 Rights and Obligations of Party A**

4.1 Party A shall provide training, manage, guide and supervise Party B’s services.

4.2 During Party B’s service, Party A shall :  
a) Provide the necessary job training, do not arrange dangerous work ;

b)Provide accommodation and meals during the period of volunteer service, and the ferry fares between the land and the island during the service period ;

c) Provide personal accident injury insurance during volunteer service.

4.3 Based on Party B’s performance, Party A shall:  
a) Issue a volunteer service certificate;

b) Conduct a service assessment, and give feedback to Party B’s units;

c) Provide a service souvenir upon completion.

4.4 For volunteers failing to fulfill obligations, Party A may issue reminders, provide education, or revoke volunteer qualifications, as appropriate.

**Article 5 Rights and Obligations of Party B**

5.1 From obtaining volunteer qualification to service conclusion, Party B is entitled to:

a) Participate in training provided by Party A;

b) Request necessary conditions and guarantees for volunteer services;

c) Offer suggestions on volunteer services to Party A;

d) Apply to withdraw from volunteer services;

e) Other rights under applicable laws and regulations.

5.2 From obtaining volunteer qualification to service conclusion, Party B shall:

a) Comply with laws, regulations and ethical standards;

b) Abide by Party A’s rules, and not engage in profit-seeking activities or activities that violate Party A’s purposes;

c) Obey Party A’s assignment, command and deployment, and complete tasks conscientiously;

d) Follow team management during service;

e) Fulfill service commitments, maintain Party A’s and volunteers’ reputation, and keep service-obtained information confidential;

f) Fulfill other obligations under applicable laws, regulations and Party A’s rules.

5.3 Party B shall not receive labor remuneration from Party A.

**Article 6 Safety responsibilities**

6.1 Party A should maintain well communication with Party B before volunteer service arrangement, and confirm service content, pre-training and other related matters, so as to ensure the normal operation of both parties.

6.2 During the period of voluntary service, Party B will be accompanied by members designated by Party A to the volunteer service site, and shall not act alone. In case of any special circumstances, Party B should promptly inform to Party A. Without the consent of Party A, Party B shall not lead other personnel to go together without authorization. If the regulations are violated, any safety consequences arising therefrom shall be borne by Party B itself, and Party A shall not be responsible.

6.3 During the volunteer service of Party B, special attention should be paid to strengthening self-management and safety awareness. During the period of volunteer service, one must abide by laws and regulations, not violate discipline and law, obey the management of the team during volunteer service, and not participate in any activities in the name of Party A without consent.

6.4 During the activity, Party A provides Party B with safety protection equipment, strengthens the safety inspection and supervision of Party B 's work, and prevents the occurrence of safety accidents.

6.5 Party A merely provides a platform for Party B to offer voluntary service. During the period of voluntary service, Party A shall not arrange for Party B to engage in work unrelated to voluntary service.

6.6 Party B shall truthfully and proactively inform their physical health condition to Party A (due to the remote location of the lighthouse , the medical facilities are relatively simple, and there are no emergency measures. If Party B suffers from heart disease, hypertension, rheumatic pain and other diseases that are not suitable for island life, they should not participate in lighthouse volunteer activities). If Party B conceals any accidents caused by their own health problems, Party A shall not be responsible.

**Article 7 Confidentiality**

Party B confirms that during the process of providing voluntary services, Party B may get confidential information from Party A, including but not limited to: financial data, personnel information, technical equipment details, plan information, etc.

Party B agrees that all confidential information is confidential and exclusive to Party A. Party B uses confidential information only for the purpose of providing services, and shall not use or authorize the use of all or part of confidential information for any other purpose.

Upon the termination of this contract, Party B's confidentiality obligation under this contract shall not cease accordingly.

**Article 8 Liability for Breach of Contract**

8.1 Neither party shall disclose the Contract or related documents to third parties without the other’s written consent, except for the proper disclosure necessary for the performance of this contract or the assertion of contractual rights. The breaching party shall compensate for actual losses.

8.2 Both parties shall perform obligations in good faith. Any failure to fully perform shall result in compensation for actual losses.

**Article 9 Validity Period and Termination**

9.1 This Contract takes effect upon signature/seal by both parties and remains valid until termination or full performance of obligations (whichever is later).

9.2 Either party may terminate this Contract (effective upon the other’s receipt of notice) if:

a) The other party materially breaches the Contract and fails to rectify within 2 days of receiving a breach notice; or

b) The other party’s representations in this Contract are materially incorrect.

9.3 Termination does not relieve either party of obligations accrued up to termination or surviving terms.

**Article 10 Force Majeure**

10.1 Neither party is liable for failure/delay in performance due to unforeseeable, unavoidable and uncontrollable events (Force majeure, e.g., natural disasters, riots, strikes, labor movements or government orders) not caused by its fault.

10.2 The affected party shall promptly notify the other of the nature and extent of force majeure, and provide evidence. Both shall negotiate in good faith to mitigate impacts or make alternatives.

**Article 11 Dispute Resolution**

Disputes arising from or related to this Contract shall be submitted to the local arbitration committee for arbitration under its then-effective rules. The arbitral award is final and binding upon both parties.

**Article 12 Others**

12.1 This contract is made in two original copies, with Party A and Party B holding one copy each.

12.2 Any matters not covered in this contract shall be resolved through further negotiation between the two parties.

Party A (Signature): Party B (Signature):

address: address:

Telephone: Telephone:

Signing time: Day Month Year

1. [↑](#footnote-ref-1)