

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**DIRECTORATE FOR MARITIME AFFAIRS
(FRANCE)**

AND

**THE INTERNATIONAL ASSOCIATION OF MARINE AIDS TO
NAVIGATION AND LIGHTHOUSE AUTHORITIES (IALA)**



MEMORANDUM OF UNDERSTANDING¹

BETWEEN

[THE GOVERNMENT OF THE REPUBLIC OF FRANCE]

AND

THE INTERNATIONAL ASSOCIATION OF MARINE AIDS TO
NAVIGATION AND LIGHTHOUSE AUTHORITIES (IALA)

CO-OPERATION

WHEREAS:

The International Association of Marine Aids to Navigation and Lighthouse Authorities (“**IALA**”) is a non-profit making international technical association established in 1957 to foster safe, economic and efficient movement of vessels through improvement and harmonisation of aids to navigation worldwide and other appropriate means, for the benefit of the maritime community and the protection of the environment; and

IALA is a secular and non-political NGO made up of members including marine aids to navigation authorities, manufacturers and consultants from all parts of the world; and

IALA has a number of committees which ordinarily meet twice a year, usually at its headquarters and IALA conducts conferences, symposiums, workshops and seminars to facilitate the work of IALA at venues world-wide; and

IALA maintains a permanent Executive and Secretariat at its headquarters; and

[The Government of the Republic of France (“the **Host**”) has agreed to be the host country for the headquarters of IALA; and

the Host and IALA have reached an understanding about the mutual cooperation between both parties; and

the Host and IALA wish to record that understanding in the form of this memorandum of understanding (“**MOU**”):

THIS MEMORANDUM OF UNDERSTANDING NOTES:

1. The Host

The Host, through the [name of the relevant Office responsible for maritime safety / Organisation responsible for the management of Aids to Navigation/ in the host

¹ If the agreement is intended to be legally binding a different form will be needed as a MOU is generally not intended to create legally binding relations (unless a clause expressly states that it is legally binding)

country] will provide support and recognition to IALA as an international non-government organisation with a permanent headquarters located in the Host nation.

2. Support

The support provided by the Host will include the following:

providing assistance with the employment by IALA of non-residents of the Host, such as fast tracking required visa applications and obtaining necessary work permits to the fullest extent possible in accordance with the law of the Host nation;

providing practical advice and assistance for the spouse and family members of IALA employees before joining IALA from outside the Host with processing applications for employment, school enrolment and other local arrangements;

engaging in a regular communication strategy to be established between the Secretary-General of IALA and the and the Director of Maritime Affairs establishing regular communication between the Secretariat of IALA and appropriate staff within the Directorate for Maritime Affairs (the head of the Aids to Navigation Unit);

3. Recognition

The Host will provide recognition of IALA including the following:

recognition of the status of IALA as an international organisation, with [special provisions to be negotiated which may include taxation status of the Secretary-General and other staff; subsidies][to be amended to accommodate arrangements practical within the Host nation];

recognition of the status of IALA by providing the name of a key contact in the Host government at the appropriate level of seniority equal to the senior member of the Host government responsible for maritime safety for communications with the IALA Secretary-General as required;

the provision of additional facilities to IALA when requested for large conferences, symposiums etc, as far as practical, either free of cost or at a subsidised cost to the fullest extent possible under the local legal environment;

4. IALA

IALA will cooperate with the Host in conduct of IALA activities including the following:

IALA will maintain its Headquarters in the Host nation for 10 years from 1 January 2011;

IALA will acknowledge the support from the Host in its publications where appropriate;

IALA will provide the Host with an annual report of the committee meetings expected to be conducted during the coming 12 months, with a general estimate of the numbers of attendees and the countries of origin of the likely international attendees;

IALA will conduct at least [XX% as negotiated] of its committee meetings in the Host country and will conduct at least [XX% as negotiated] of its workshops, forums and symposiums within the Host country on an annual basis

5. Special provisions

The parties have also decided that:-

- the Host will seek to have a seat on Council²;
- the Host will provide IALA with the benefit of master agreements and contracts negotiated by the Host government for government purchasing and contracting at reduced government rates wherever possible;
- the Host will provide IALA employees and their families with the benefit of insurance, including workers' compensation, travel and legal insurance, and other financial benefits negotiated by the Host government for the benefit of government employees without cost/ at discounted cost wherever possible;
- there will be a subsidy [of €xx as negotiated] from the Host to IALA towards the costs of relocation to a new building and an on-going subsidy for costs of occupation;
- the Host will make arrangements for IALA to be represented at appropriate at functions within the Host;
- assistance with translation services into the language of the Host will be provided where required;
- additional assistance to families of employees in meeting local conditions if applicable
- the Host will fund the cost of IALA engaging a part-time worker, who will be employed by IALA to assist with the development of marine aids to navigation systems in developing countries [who are members of IALA?] .

6. Disputes

Any differences of opinion as to the operation of this MOU will be discussed and resolved by the Secretary-General of IALA and the Director-General of [insert title].....

7. Term

This MOU will commence on the date that both parties sign the MOU and will continue in operation until IALA and Host mutually agree that it should be terminated

² A position on the Council cannot be guaranteed to the Host unless the IALA Constitution is changed

or, if there is no mutual agreement, on the provision of 12 months' written notice by either party to the other that the MOU will be terminated.

Secretary-General of IALA:

.....
[name]

.....
[signature]

Date

Director-General Maritime Agency/Transport portfolio:

.....
[name]

.....
[signature]

Date