

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE REPUBLIC OF FRANCE
(DIRECTORATE FOR MARITIME AFFAIRS)**

AND

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



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE REPUBLIC OF FRANCE

(Directorate for Maritime Affairs)

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 Directorate for Maritime Affairs will provide support and recognition to IALA.

2. Support

The support provided by the Host will include the following:

providing assistance with processing applications for visas and associated documentation necessary for delegates and others intending to attend meetings and other events organised by IALA in the Host nation;

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 Director of Maritime Affairs;

establishing regular communication between the Secretariat of IALA and appropriate staff within the maritime administration of the Host;

providing IALA with the benefit of master agreements and contracts negotiated by the Host nation for government purchasing and contracting at reduced government rates wherever possible;

providing a subsidy of €1M to IALA towards the costs of relocation to a new building;

assisting with translation services into the language of the Host and the working language of IALA as required;

3. Recognition

The Host will provide recognition of IALA including the following:

recognition of the status of IALA as an international organisation by all appropriate means;

recognition of the status of IALA by providing the name of a key contact in the Host nation at the appropriate level of seniority equal to the senior member of the Host nation responsible for maritime safety as the point of contact 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 according to French law;

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 at least 10 years from 1st January 2011;

IALA, in acknowledging the use of the French language, will, with the support of the part-time worker supplied by the Host, handle all related issues within IALA;

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

The IALA Council will propose to the General Assembly an amendment to the IALA Constitution in order to provide for the Host to have a seat on the Council.

5. Special provision

The parties have also decided that the Host will fund the cost of IALA engaging a part-time worker, who will be employed by IALA as coordinator of the IALA cooperation policy with the development of marine aids to navigation systems in developing countries, in particular the French-speaking countries and the countries not IALA members, with the aim of an incentive to their membership.

6. Disputes

Any disputes regarding this MOU will be discussed and resolved by the Secretary-General of IALA and the Director of Maritime Affairs.

7. Term

This MOU will commence on the date that both parties sign the MOU and will remain in force until 31st December 2020, after which it may be terminated by either party with 12 months written notice or by mutual agreement.

8. Language of the MOU

This MOU has been signed in English and French, both versions of which are equally authentic.

Secretary-General of IALA:

Gary Prosser

.....
[signature]

Date

Director of Maritime Affairs:

Philippe Paolantoni

.....
[signature]

Date