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Letter Stating the Conditions of Participation in IALA-NET

**IALA-NET**

IALA-NET is founded by the International Association of Marine Aids to Navigation and Lighthouse Authorities, 10 rue de Gaudines, 78100 St Germain-en-Laye, France (IALA). IALA-NET is a near real time Maritime Data Exchange service through the Internet. It is a worldwide service only open to National Competent Authorities recognized by IALA.

**Definitions**

The term “maritime data” encompasses any real-time, near real-time or aggregated data from the maritime domain that IALA-NET participants may choose to share.

The term “IALA-NET participant” means a National Competent Authority recognized by IALA as eligible to participate in IALA-NET.

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The term “IALA-NET host” means an IALA-NET participant which hosts central parts of the IALA-NET framework (servers, archives etc).

The term “IALA-NET framework” encompasses all technical components of IALA-NET necessary to ensure its operation.

**Maritime Data to be Shared**

IALA-NET aims to support as many data types as possible; initially IALA-NET supports the exchange of AIS data. It is the choice of the IALA-NET participant what types of maritime data will be shared through IALA-NET however as minimum AIS data shall be shared.

**Rights and responsibilities of the participants**

IALA-NET participants sharing their own data through IALA-NET keep their ownership of the said data.

IALA-NET participants receiving data from others through IALA-NET have the right to use the data in accordance with the conditions set out in this Letter.

Each IALA-NET participant is responsible for ensuring that there is no breach of its national laws or of ownership or intellectual property rights in relation to the data they share through IALA-NET.

**Data usage and redistribution**

IALA-NET is for governmental and scientific/research use only. IALA-NET is intended to assist the participants in fulfilling their legal duties regarding maritime safety, maritime planning, risk analysis, maritime security and combating illegal activities, improvement of efficiency of navigation and protection of the marine environment as well as scientific research and development in these areas.

IALA-NET participants may re-distribute data from IALA-NET to other governmental organisations, research institutes or contractors for the purpose of supporting the fulfillment of their own abovementioned legal duties provided that the conditions stated in this Letter are fulfilled at any time.

**IALA-NET operations**

IALA-NET participants shall make their data available to IALA-NET through the Internet and provide information to IALA-NET hosts on access thereto.

By connecting to the IALA-NET framework and feeding maritime data into IALA-NET each IALA-NET participant agrees to share the said data with other IALA-NET participants in accordance with the conditions set out in this Letter.

IALA-NET participants cannot guarantee the transmission of shared data will be continuous or without fault. In case of outages, IALA-NET participant are committed to take reasonable steps during normal working days and working hours, to restore their connection to IALA-NET.

Maritime Data received into the IALA-NET framework will be forwarded as received i.e. the forwarded data will not be verified or validated.

**Termination of participation**

Each IALA-NET participant has the right to terminate its participation in IALA-NET upon formal written notice of its intention to IALA to terminate its participation in total or in part. The term of notice shall be at least three (3) months..

Any failure by any IALA-NET participant to fulfil any of the conditions in this Letter of Conditions entitles IALA to terminate the access to IALA-NET Data without further notice.

Further, IALA is entitled to disconnect the data feed from any IALA-NET participant if the data received is faulty in any way and/or may possibly be interfering with the operation of IALA-NET.

**Technical Matters**

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”.

**General Disclaimer(s)**

The operational availability of IALA-NET and associated IALA-NET services is not guaranteed in any way. Outages in data streams and web based services may be expected, however those hosting IALA-NET components (servers etc) will take reasonable steps during normal working days and working hours, to restore IALA-NET and the associated services.

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. All IALA-NET participants take part in IALA-NET at their own risk and cost. Anyone utilizing data or services from IALA-NET do so at their own risk and liability. IALA, IALA-NET accepts no responsibility or liability whatsoever for any errors or omission, death, injury, claims, costs, actions, loss or damage of whatsoever nature which may arise directly or indirectly out of, or in connection with any form of usage and/or omitted usage of data from IALA-NET or associated IALA-NET services.

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.

A full list of IALA-NET disclaimers will be maintained on the IALA-NET website. These disclaimers are applicable to this Letter.