



GUIDELINE

G1063 PARTNERSHIP AGREEMENTS FOR COMPLEMENTARY USE OF LIGHTHOUSE PROPERTY

Edition 2.0

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DOCUMENT REVISION

Revisions to this document are to be noted in the table prior to the issue of a revised document. The latest edition of the Guideline is the only version in force unless the Guideline is explicitly revoked by the Council.

Date	Revision details	Approval
December 2008	Edition 1.0	Council 44
October 2025	Edition 1.1 Review content and editorial corrections	
June 2026	Edition 2.0 Title change from “Agreements for Complementary use of Lighthouses” to “Partnership agreement for complementary use of lighthouse property”. The outdated information in the document has been comprehensively revised.	Council 04

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1. OBJECTIVE AND SCOPE

1.1. PURPOSE

This Guideline seeks to provide general guidance on developing and completing agreements with partner organizations, with the aim of promoting the sustainable development of lighthouses by complementing the use of operational lighthouse sites. Meanwhile, this guideline also provides some examples of agreements from lighthouse authorities around the world for reference. This Guideline complements Recommendation R1005 Conserving the Built Heritage of Lighthouses and other Aids to Navigation, and is intended to be read alongside the IALA Complementary Lighthouse Use Manual (M0003) and the following related Guidelines:

- G1074 Branding and Marketing of Historic Lighthouses
- G1075 A Business Plan for the Complementary Use of a Historic Lighthouse
- G1080 The Selection and Display of Heritage Artefacts
- G1093 The Management of Surplus Lighthouse Property

1.2. SCOPE

In principle, this Guideline is applicable to lighthouses in use that are currently serving as a Marine Aid to Navigation (AtoN). For the disposal of redundant lighthouse properties, if they are planned for commercial purposes, this Guideline may also be referenced and applied based on specific circumstances.

Complementary use means the authorized use of lighthouse property including buildings, land, and associated facilities for purposes additional to, but not substituting, the delivery of Marine Aids to Navigation services.

Such uses may include cultural, educational, heritage, tourism, scientific, or commercial activities, provided that:

- the continuity, reliability, and integrity of AtoN services are preserved;
- unimpeded access by the lighthouse authority is maintained at all times;
- any heritage, environmental, or legal obligations attached to the site are respected.

The Guideline applies to both physical and digital use of lighthouse assets, including integration with modern navigation and PNT-resilience systems.

In this document the word "lighthouse" refers to the lighthouse, its associated buildings, equipment, property and land.

1.3. LIMITATIONS

The agreements reproduced in the Annexes to this Guideline are illustrative examples provided by Member States for reference purposes only. They do not constitute legal advice and do not represent a template that can be applied without modification. Each site presents specific circumstances including heritage designations, environmental orders, and jurisdictional requirements that must be addressed on a case-by-case basis. Lighthouse authorities are recommended to obtain professional legal advice before formalizing any agreement.

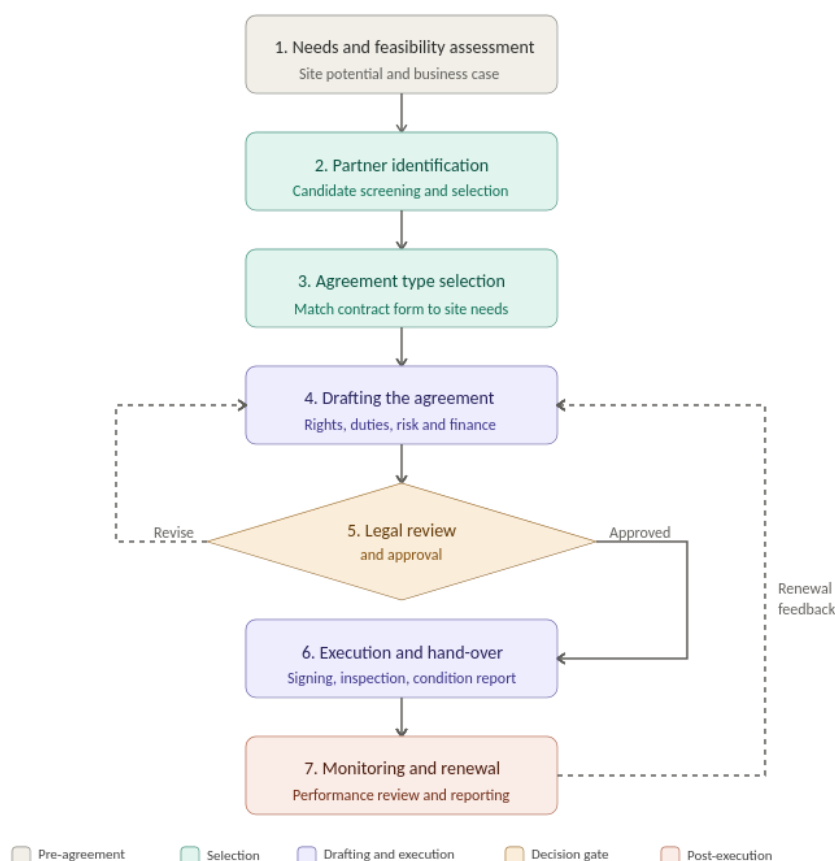


Figure 1 Possible approach for preparation of the agreement

2. DEFINITIONS

The definitions of terms used in this Guideline can be found in the International Dictionary of Marine Aids to Navigation.

3. WHO CAN BE A PARTNER OF A LIGHTHOUSE AGREEMENT?

The lighthouse authority has to consider what kind of partner they want and follow any government guidance that may exist. There can be different types of stakeholders, e.g., other public authorities or services, municipal authorities, non-governmental organizations, local community organizations, or private companies. Which one is chosen depends on many aspects – for instance:

- How are the maintenance responsibilities allocated?
- How accessible is the lighthouse?
- Are there any operational restrictions to access?
- What potential does the site have for new complementary use?
- What type of new use is acceptable to the authority or to the local community?
- Does the renovation and opening of the lighthouse match with local objectives - including those of the local cultural tourism industry?
- Is the lighthouse situated in an attractive area, and are there other tourist attractions nearby?

- Is there another lighthouse or other attraction open nearby?
- Are the lighthouse or its surroundings subject to heritage or other legal restrictions?
- Can the partner be a joint venture partner in other aspects?
- Can the partner undertake marketing within the agreement?
- Is there a 'local community' that already strongly bonds with the lighthouse?
- Are there established community groups already interested?

4. TYPE OF AGREEMENTS

The type of the agreement will depend on the proposed use, the particular site-specific requirements and restrictions, and the legal requirements applicable in the country for that specific site.

- Partnership agreement
- Full maintenance lease
- Shared maintenance lease
- License agreement for public access
- Management agreements for public access

Comparison criteria	Partnership	Full maintenance lease	Shared maintenance lease	Licence	Management agreement
Ownership transfer	None	None (possession only)	None (possession only)	None	None
Maintenance responsibility	Shared (by agreement)	Partner performs fully	Shared	Limited	Operator performs
Typical duration	Medium–long term	Long term (10+ years)	Medium term (5–10 years)	Short–medium term	Variable
Revenue model	Variable	Partner retains revenue	Shared	Fee-based	Operating fee or public budget
AtoN operational control	High	Medium	High	High	Very high
Suitable cases	Museums / cultural spaces	Private lease operation	Mixed-use arrangements	Third-party equipment installation	Entrusted operation by a public agency

5. WHAT SHOULD THE AGREEMENT CONTAIN?

5.1. RIGHTS AND DUTIES

The rights and duties of both parties should be clearly described and defined in the agreement, including the scope of activities, technical responsibilities, financial obligations, and liabilities.

5.2. OTHER RELATING POINTS

The following matters should be included in the agreement. At a minimum, each of them shall be considered for inclusion and, where omitted, the reason shall be documented.

5.2.1. PARTIES TO THE AGREEMENT

This agreement is entered into between the following parties:

Name of organizations party to the agreement:	Name of partner to the agreement:
Registered address:	Registered address:
Telephone:	Telephone:
Contact person:	Contact person:
E-mail:	E-mail:

Each party shall designate a contact person who may be contacted as and when the need arises. Each party shall at all times keep the other informed of the identity of, and any change to, its designated contact person. Notifications of any change shall be made in writing and shall take effect on the date of receipt by the other party.

5.2.2. AGREEMENT DOCUMENTS

There should be a list of all relevant documents and annexes that are to be included in the agreement, as well as the contract document itself, such as:

- A site plan defining the area included in the agreement
- Heritage designation details
- Environmental designation
- Building or planning restrictions
- Work programme (if works are being agreed as part of the agreement)
- Insurance certificates
- Health and safety risk assessment

5.2.3. PROPERTY SUBJECT TO THE AGREEMENT

The agreement should specify exactly which property and areas it relates to, e.g., cadastral numbers, property registration numbers, or other means of identifying the areas to be leased.

Agreement partners should be informed if there are other legal agreements affecting the property and provided with the rights and restrictions of such other agreements .

5.2.4. HERITAGE PROTECTION

If the lighthouse is listed or protected under a heritage designation, then:

- the heritage designation should be annexed to the agreement; and
- it should be clarified whether it is the lighthouse authority or the partner who is responsible for contacting the heritage authority in cases where permissions are required. This responsibility is often not transferable by the owner.

5.2.5. USE AND CONDITIONS OF THE AGREEMENT

The following terms relating to the use may be considered for inclusion in the agreement:

- The lighthouse authority may wish to consider that the property shall be conserved in accordance with the heritage designation or other defined standard.
- The lighthouse authority will contribute advice on the future maintenance and repair of the agreement areas.
- The lighthouse authority may consider opportunities to contribute to the maintenance and/or upgrading of the agreement areas in light of the budgetary limits in effect at the time.
- The partner undertakes to discuss and seek approval for further developments and use with the lighthouse authority.
- The partner may not use, or allow others to use, the property as a dwelling without prior approval.
- The partner will not sublet any part of the property or assign the agreement to another party without prior approval.
- The partner undertakes to give particular emphasis to environmental protection in relation to the use and maintenance of the agreement areas.
- The partner undertakes to adhere to health and safety regulations, including site-specific issues. It may be advisable to include an assessment of the risks derived from visitor traffic.
- The partner undertakes to promptly deal with the negative impacts caused by visitors' use of self-media platforms and bear corresponding losses.
- It may be advisable to ensure that existing public access rights are not affected by their operations in accordance with the authorities' policy.
- It may be advisable to comply with all the authorities' specific maintenance terms.
- It may be advisable to comply with all access agreements/restrictions (e.g., vehicles, boat landings).
- The agreement should be subject to a periodic review.
- Allocation of costs and maintenance of services (e.g., water, electricity, drainage).

5.2.6. HAND-OVER

Where an agreement places maintenance responsibilities upon the partner, then prior to the agreement commencing, it may be advisable to undertake an inspection in which representatives of both parties shall participate.

A condition report should be prepared of the property subject to the agreement. The condition report would generally be paid for by the partner. The condition report should be signed by both parties after it has been drawn up by the lighthouse authority, and it shall ordinarily be available prior to handover.

This is likely to include written and photographic details for use in disputes and at termination of the agreement.

5.2.7. AGREEMENT PERIOD

The period of the agreement should be clearly stated with details of renewal arrangements. Means of terminating the agreement must also be stated. A clause should be included for termination as a result of possible future changes in navigational requirements and/or conflict with existing navigational equipment.

The length of the agreement can vary to suit local requirements, particularly in relation to applications for grant funding. Especially in the case of a longer-term agreement, i.e., more than five years, checks should be put in place on a regular basis, annually or biannually, to ensure that the terms of the agreement are being met.

5.2.8. CHARGES

- Alternative 1: In lieu of payment, the partner undertakes to perform duties in accordance with a periodically specified work programme. When formulating a work programme, the lighthouse

authority and partners should consider its feasibility. Since maintenance requirements in the agreement period will vary over the year, it may be agreed that the scope of the work tasks for any particular year may vary.

- Alternative 2: Defined amount of 'charges' or percentage of revenue. With provision for periodic review/increase.
- Alternative 3: Recovery of additional costs to the authority due directly to the complementary use.
- Alternative 4: Any combination of the above alternatives.

The agreement should include a periodic review of charges.

5.2.9. WORK PROGRAMME (WHERE APPROPRIATE)

The lighthouse authority may establish a periodic work programme in cooperation with the partner. Such a clause should state that the work programme for the following year shall be available by the end of xx (month) of the current year.

Clauses may also provide that should the partner have objections to the programme, they must present them in writing to the lighthouse authority. If they fail to do so, the work programme becomes binding.

Such clauses should require that, unless otherwise agreed, the work programme shall be completed within the specified period and that the work shall be carried out in a professional manner to the satisfaction of the lighthouse authority and, where applicable, as described in the work programme.

5.2.10. MAINTENANCE

The agreement should specify whether the partner should have responsibility for the maintenance. If the partner undertakes maintenance obligations, it should be described in the agreement and detailed in the work programme.

5.2.11. LIGHTHOUSE AUTHORITY'S ACCESS TO THE PROPERTY

It is important that the lighthouse authority's personnel have unimpeded access to all parts of the property that they require in order to access, maintain, and operate the AtoN, and so clauses such as the following should be considered.

- The partner shall, if possible, be given prior warning, especially in relation to events such as unexpected failure or routine maintenance.
- If the lighthouse authority's personnel have had to enter an area subject to a third-party agreement, it is important that the partner be notified after the event if they have not received prior warning.
- If the lighthouse authority needs to stay the night in connection with repairs and maintenance tasks, the partner shall make necessary space available free of charge if appropriate.
- The lighthouse authority shall have a set of keys to all buildings and installations.

5.2.12. IMPACTS ON OPERATIONAL MARINE AIDS TO NAVIGATION

The following matters should be considered for possible inclusion or restriction in the agreement to prevent the partner from impacting the operation of the AtoN. Points to consider include:

- Impact of floodlighting – illumination should not interfere with the lighthouse light.
- Advertising, including illuminated signs, should not be visible from sea, must be below the focal plane, and colours used should be other than red, green, blue, white, or yellow.
- Conspicuity of the daymark – External renovation of the lighthouse buildings and tower, must be carried out as detailed in the agreement, particularly in relation to its heritage designation.
- Impact of vehicles adjacent to AtoN, e.g., headlights.

- Limitations on parking to always ensure rights of access. The project should not only allow the operation of the lighthouse tower, but also sufficient space for auxiliary equipment, control, and maintenance technical services.
- Safeguarding continuity of communications and other services.
- Access to the lighthouse by authorized personnel shall be allowed without restriction for emergency/maintenance operations.
- Where possible, access to all operational equipment should be independent from that provided for the complementary use.
- Where possible, the power system of the lighthouse will be totally independent from those of the area set aside for complementary use.
- Ground maintenance, changes to landscaping, and plant selection.
- Promotion of sustainable use of lighthouse properties, minimizing environmental impact, and supporting long-term resilience.

5.2.13. OTHER ASPECTS TO CONSIDER

- Restrictions on the type of uses/activity permitted.
- Adjoining landowners and access restrictions
- Structural changes
- Compensation in the event of the partner's default
- Partner's breach of agreement/eviction
- Vacating the premises
- Compensation for changes/upgrading
- Force majeure
- Insurance
- Confidentiality
- Intellectual property such as trademarks, copyrights, etc.

5.3. AGREEMENT FOR EXHIBITION OF LIGHTHOUSE, DWELLINGS AND SURROUNDINGS

The agreement should include, among other things, the data mentioned under section 5.2, as well as information about safety regulations as a consequence of the property being accessed by the public.

Examples of contracts that are currently in use by some authorities can be found in the Annexes.

6. SAFETY

6.1. AGREEMENT FOR EXHIBITION OF LIGHTHOUSE, DWELLINGS AND SURROUNDINGS

Aspects of safety at lighthouses may differ considerably from country to country, depending upon the respective national laws. Responsibility for safety can be attributed in 3 ways:

- 1 The responsibility for safety is with the lighthouse authority, or
- 2 The responsibility for safety is with the partner, or
- 3 The responsibility for safety is with both the lighthouse authority and the partner.

The agreement should make it clear who is responsible for what under what circumstances.

6.2. EXHIBITION OF THE LIGHTHOUSE OPENING TO THE PUBLIC

Regular inspection and "self-checking" with a checklist completed by the partner can be required to be carried out to confirm that safe practices are being followed.

For example, the following clauses could be used:

- Prior to each season, the partner shall check all items using a checklist and take appropriate measures at the lighthouse accordingly.
- The lighthouse must be checked before the start of the exhibition season, with sufficient time allowed for any adjustments to be made on site; a copy of the completed checklist shall be submitted each year to the lighthouse authority.

There are examples of checklists used by some authorities in the annexes to this Guideline.

6.3. YEARLY WORK PROGRAMME

Where maintenance responsibility is passed to the partner through the agreement, then each year the partner could be required to deliver, by the end of xx (month), a report in writing on the work completed in the course of the past year. Clauses may require that:

- The partner shall submit at the same time a proposal for next year's work programme.
- The lighthouse authority shall conduct an annual inspection of the buildings subject to the agreement. The partner will be notified in good time of the date of the inspection.
- The party responsible for carrying out the work programme will be required to participate in the inspection.

6.4. YEARLY REPORT OF STATISTICS

Clauses requiring an account of the number of visitors from the previous year could be imposed. The clause should detail the format in which such data is to be reported. This information can be used when the agreement fee is to be renegotiated.



ANNEX A AGREEMENT FOR SITING THRID PARTY EQUIPMENT AT A LIGHTHOUSE – TRINITY HOUSE – UK

TERMS OF AGREEMENT FOR THE SITING OF EQUIPMENT AT TRINITY HOUSE PREMISES

These Terms of Agreement shall be read together and in conjunction with the attached Conditions of Agreement for the Siting of Equipment at Trinity House Premises.

Agreement Number	
Parties	(1) The Corporation of Trinity House (hereinafter called 'the Licensor') (2) XX (hereinafter called 'the Licensee')
Premises (hereinafter called 'the Premises')	XXXXXXXXXXXXXXXXXXXXXXX
Description of Equipment (hereinafter called 'the Equipment')	XXX XXX
Date of Commencement of Agreement (hereinafter called the 'Commencement Date')	XXXXXXXXXXXXXXXXXX
Term	XXXXXXXXXXXXXXXXXX
Period of Notice required for Termination	XXXXXXXXXXXXXXXXXX
Fee	XXXXXXXXXXXXXXXXXX
The Licensor and the Licensee hereby agree that the Equipment shall be sited at the Premises in accordance with these Terms of Agreement and the attached Conditions of Agreement for the Siting of Equipment at Trinity House Premises. Signed for and on behalf of the Licensor by in the presence of Name..... Address..... Signed on behalf of the Licensee by in the presence of Name..... Address..... Dated	

CONDITIONS OF AGREEMENT FOR THE SITING OF EQUIPMENT AT TRINITY HOUSE PREMISES

1. TERM

- 1.1 This Agreement shall be for the Term set out in the Terms of Agreement and shall continue thereafter on the same terms and conditions until determined by either party giving to the other in writing the period of notice specified in the Terms of Agreement expiring at any time or as hereinafter provided.

2. FEES

- 2.1 The Fee set out in the Terms of the Agreement shall be payable annually in advance on the Commencement Date and each anniversary of the Commencement Date.
- 2.2 The Fee shall be subject to review after one year and each successive year thereafter.
- 2.3 The Licensee shall be responsible for the cost of any consents or permissions required by the Licensor or the Licensee in respect of the siting of the Equipment at the Premises.
- 2.4 The Licensee shall meet any costs arising in connection with the provision of access to the Premises.
- 2.5 The Licensee shall meet all costs arising in connection with the preparation of this Agreement.

3. GENERAL

- 3.1 In this Agreement words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa; words in the singular shall include the plural and vice versa.
- 3.2 In the event of any conflict between the Terms and Conditions of this Agreement and its Schedules, the Terms and Conditions of Agreement shall prevail.
- 3.3 The Licensee shall at all times when carrying out activities permitted under this Agreement at the Premises comply with all relevant health, safety and environmental legislation and guidelines and adopt proper working practices in accordance with the Licensor's Health, Safety and Environmental Objectives Policy (summary given in Schedule III to this Agreement) and the respective rights, duties and responsibilities of the Licensor and Licensee in respect of health and safety as set out in Schedule I to this Agreement.
- 3.4 The Licensee shall not do any act or thing which may hinder or prevent the Licensor from carrying out its duties as a General Lighthouse Authority in particular:
- 3.4.1 not obscure the light from any of its lighthouses.
- 3.4.2 not interfere in any way whatsoever with any signals emitted from or transmitted to any of the Licensor's premises, the Licensor having the absolute power to determine what is or is likely to be the cause of any interference.
- 3.5 If in the opinion of the Licensor the Equipment causes or is suspected of causing interference to any of the Licensor's aids to navigation or any other equipment the Licensee shall be required to cease operation of the Equipment immediately.
- 3.6 The Licensee shall keep the areas occupied by the Equipment clean and tidy and not let any materials accumulate which could present a fire safety or health hazard.
- 3.7 The Licensor and the Licensee hereby agree and declare as follows:
- 3.7.1 that it is not the intention of either of them to create by this Agreement the relationship of landlord and tenant.
- 3.7.2 that legal possession and control of the Premises shall at all times remain vested in the Licensor and the Licensee shall not hereby acquire any estate or interest therein.

- 3.7.3 that the extent of the Premises to be occupied by the Equipment shall be that as the Licensor may determine from time to time

4. INSTALLATION AND REMOVAL

- 4.1 The Licensee shall submit in writing a specification for the Equipment and the method of installation known collectively as 'the Works' to the Licensor's Asset Manager at Trinity House, for approval prior to installation.
- 4.2 The Works must comply with the Third Party Temporary Installation Requirements described at Schedule II to this Agreement.
- 4.3 The Works may not proceed:
- 4.3.1 until approval is given in writing by the Licensor.
- 4.3.2 unless an authorised representative of the Licensor is present at the Premises.
- 4.4 Any variation to the Works may only be made with the prior written approval of the Licensor and shall be subject to the provisions of this Agreement.
- 4.5 The Works will be carried out by the Licensee at the expense of the Licensee who shall be responsible for and meet the cost of making good any damage howsoever caused to the property of the Licensor.
- 4.6 The Equipment shall remain the property and responsibility of the Licensee who shall remove the Equipment on the expiration of this Agreement howsoever arising and meet the cost of making good at its expense any damage howsoever caused to the property of the Licensor.

5. ACCESS

- 5.1 The Licensee and/or its servants and agents shall only visit the Premises with the prior approval of the Licensor.
- 5.2 Routine visits to the Premises for the taking of readings and maintenance of the Equipment shall take place at such intervals as may be agreed between the parties in writing.
- 5.3 In the event of an emergency visit to the Premises being required the Licensee shall first contact the Licensor's Operations and Planning Centre at Trinity House Depot, Harwich to agree a suitable time for the emergency visit.
- 5.4 The Licensee shall not visit the Premises unless supervised by an authorised representative of the Licensor.

6. POWER SUPPLY

- 6.1 The power supply for the Equipment shall be taken from the non-essential services section of the supply system. The Licensor shall not be held liable in the event of any interruption to that supply.
- 6.3 The Licensee shall provide and meet the cost of any emergency power supply required in connection with the Equipment.

7. LIABILITIES

- 7.1 The Licensee shall indemnify and hold harmless the Licensor its servants and agents from and against any losses, damages, liabilities actions claims costs and demands of whatsoever nature howsoever arising resulting from the installation and operation of the Equipment whether or not resulting from the negligence of the Licensee its servants or agents.
- 7.2 The Licensee shall maintain liability insurance cover of not less than £2,000,000 to meet any claim arising under this Agreement.
- 7.3 This Agreement does not in any way imply a responsibility on the Licensor for the service provided by the Equipment.

8. BREACH OF CONDITIONS

8.1 The Licensor may terminate this Agreement without previous notice in writing at any time if:

- 8.1.1 any sum payable by the Licensee remains unpaid for more than 28 days whether formally demanded or not.
- 8.1.2 the Licensee fails to remedy any breach of obligation under the provisions of this Agreement within a reasonable time of being requested to do so including failure or inability to remedy its obligations in clauses 3.4 to 3.6.

9. ASSIGNMENT AND SUB-CONTRACTING

9.1 The Licensee shall not be entitled to assign or sub-contract any portion of this Agreement without the prior written consent of the Licensor. Sub-contracting any part of the Agreement shall not relieve the Licensee of any obligation or duty attributable to him under this Agreement or these conditions.

9.2 If the Licensor consents to the placing of sub-contracts, a copy of each sub-contract shall be sent by the Licensee to the Licensor immediately it is issued.

10. BANKRUPTCY AND INSOLVENCY

10.1 If the Licensee shall become bankrupt or insolvent or shall suspend payment or make any conveyance or assignment of its estate and effects or the principal part thereof for the benefit of its creditors or being a public company shall have an Order to wind up made against it or there shall be passed a Resolution for Voluntary winding up or suffer any execution to be levied on its property then in such case and immediately upon the happening of such event it shall be lawful for the Licensor after notification in writing to the Licensee to terminate this Agreement.

11. EXTENT

11.1 The provisions of this Agreement (and its Schedules) shall from the date of this Agreement constitute the entire agreement between the parties and supersede and have precedence over any previous and pre-existing formal or informal arrangements or agreements between the Licensor and the Licensee in respect of the siting of the Equipment or any other equipment at the Premises.

12. NOTICES

12.1 Any notices or other communications given under this Agreement shall be given in writing and in the case of those given to the Licensor shall be sent to the Deputy Secretary, Trinity House and in the case of the Licensee to its company secretary at its registered office.

12.2 Any such notice or other communication shall be deemed to have reached the party to whom it is addressed - in the case of fax, electronic or digital transmissions on the same day provided receipt is confirmed and in the case of a letter or personal delivery on the day of receipt by the person to whom it is addressed.

13. HEADINGS

13.1 The headings in this Agreement are included for ease of reference only and shall not affect the interpretation or construction of the Agreement in any respect.

14. LAW AND JURISDICTION

14.1 This Agreement is governed by English Law and any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the English courts.

SCHEDULE I

SCHEDULE OF RIGHTS DUTIES AND RESPONSIBILITIES IN RESPECT OF HEALTH AND SAFETY REFERRED TO IN THE CONDITIONS OF AGREEMENT FOR THE SITING OF EQUIPMENT AT TRINITY HOUSE PREMISES

All Licence Agreements with the Licensor shall contain the following conditions concerning the rights duties and responsibilities in respect of health and safety when undertaking the Works. Licensees are required to note and comply with these conditions and consult with the Authorised Representative of the Licensor on any additional safety precautions, which may be required in relation to the nature of the work to be undertaken.

1. The Licensee will carry out the Works in a safe and efficient manner, in accordance with the Health and Safety at Work Act 1974 and related Acts and Regulations including the maintenance of statutory records ensuring that the Licensee places no person under its control or any other person or persons who may be affected by its actions, in danger.
 2. The Licensee will supply its servants agents and sub-contractors with Personal Protective Equipment suitable for the work to be undertaken and comply with the Personal Protective Equipment at Work Regulations 1992.
 3. The Licensee will provide its servants agents and sub-contractors with first aid facilities.
 4. The Licensee shall ensure that its servants agents and sub-contractors have received appropriate training in relation to the Works and provide the Licensor with such information as the Licensor may require in this respect.
 5. The use of substances hazardous to health as defined in the Control of Substances Hazardous to Health Regulations 1999 (COSHH) will be notified to the Licensor's Authorised Representative and the manufacturers data-sheets for those substances forwarded to the Licensor's Authorised Representative for his information, and approval, in each case.
 6. The Licensee shall record any accidents occurring on the Premises to its servants, agents and sub-contractors in connection with this Agreement in the Accident Book held on the Premises.
 7. Any accidents/incidents deemed reportable to the Health and Safety Executive under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) shall be notified to the Licensor's Authorised Representative as soon as possible after the incident and in any event within 24 hours.
 8. The Licensee is to carry out a 'Risk Assessment' and prepare a 'Method Statement' in accordance with the Management of Health and Safety at Work Regulations 1999 as amended (MHSW) and when required provide a written report to the Licensor's Authorised Representative for consideration prior to work commencing.
 9. The Licensee shall be responsible for disposing safely of any waste products arising in connection with work carried out under this Agreement.
 10. The Licensee shall allow the Licensor to inspect the Licensee's workplace and systems of work at any reasonable time.
 11. Should the Licensee not fulfil any of its duties as detailed in 1-9 above or adopts any unsafe practices the Licensor reserves the right to stop the Works.
 12. The Licensor will make available at the Premises to the Licensee its servants agents and sub-contractors a copy of its Health, Safety and Environmental Policy and the Licensee its servants agents and sub-contractors shall comply with the provisions of the Licensor's Health, Safety and Environmental Policy at all times when on the Premises.
- NB. All references above to the 'Licensor's Authorised Representative' shall mean the person referred to the Conditions of Agreement for the Siting of Equipment at Trinity House Premises.



ANNEX B LICENCE AGREEMENT FIXED FEE MODEL - TRINITY HOUSE – UK

THIS AGREEMENT is made the day of MONTH YEAR

BY AND BETWEEN

A ***Lighthouse Authority

B

("Licensee").

WHEREAS

- I ***Lighthouse Authority is the General Lighthouse Authority for all lighthouses, buoys and beacons within its lighthouse area (as defined in Section *** of the ***Act and is the owner of the land and buildings situated at and known as *** Lighthouse.
- II ***Lighthouse Authority wishes to grant the Licensee, and the Licensee wishes to accept a licence to give Tours of the Lighthouse to visiting members of the public, including visits by groups from educational and other establishments and to operate a Visitor Centre.
- III Each Party confirms that it has the necessary authority to enter into this Agreement.

1 DEFINITIONS

In this Agreement the following words and expressions shall have the meaning hereby assigned to them unless otherwise specified:

"Attendant" shall mean the contractor appointed from time to time by ***Lighthouse Authority to provide attendant services and carry out general husbandry duties at the Lighthouse.

"Commencement Date" shall have the meaning given in Clause 3.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Licence Fee" shall be ---- per annum + tax.

"Lighthouse" shall mean *** Lighthouse comprising the area marked 'Tower' on the plan attached as Appendix 1.

"Responsible Person" shall mean a representative of the Licensee, agreed by ***Lighthouse Authority, qualified in first aid and trained in all duties associated with giving Tours.

“Term” shall have the meaning given in Clause 3.

“Tours” shall mean the tours of the Lighthouse by the Licensee in accordance with the provisions of this Agreement.

*****Lighthouse Authority Corporate Brand”** shall mean the style, designs, characteristics, colours, photographs, images, symbols, legends, logos, marks, heritage and values, or a combination of these, or other things or signs (including trademarks) belonging to or associated with ***Lighthouse Authority and its business which distinguishes ***Lighthouse Authority from any other party.

*****Lighthouse Authority Representative”** shall mean ***, *** Manager based at ***Lighthouse Authority, **** telephone 0*** 2****, e-mail ***@***.com duly authorised by ***Lighthouse Authority to provide guidance in respect of the operation and management of this Agreement and the main point of contact for all Licensee enquiries.

“Visitor Centre” shall mean the area within *** Lighthouse indicated in the plan attached as Appendix 1.

2 GENERAL

- 2.1 In this Agreement words importing the neuter gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa; words in the singular shall include the plural and vice versa.
- 2.2 Any reference to a Clause, Schedule or Annex is a reference to that Clause, Schedule or Annex to this Agreement.
- 2.3 The Schedules and / or Annexes attached to this Agreement shall form part of this Agreement and a reference to “this Agreement” includes a reference to the Schedules and Annexes.
- 2.4 The terms and conditions of this Agreement shall prevail over the Schedules and Annexes to the extent that there is any inconsistency between them.
- 2.5 Reference to any law or statute includes a reference to that law or statute as from time to time amended and to any orders, statutory instruments or regulations made under that law or statute.

3 TERM

- 3.1 The Term of this Agreement shall be for a period of five years from DAY MONTH YEAR (“the Commencement Date) to DAY MONTH YEAR (“the Term”) unless the Agreement is terminated earlier in accordance with the terms of this Agreement.

4. LICENCE FEE

- 4.1 ***Lighthouse Authority shall invoice the Licensee in respect of the annual Licence Fee in accordance with the Second Schedule as updated and reissued each year by ***Lighthouse Authority in accordance with clause 4.5.
- 4.2 Invoices shall be paid by the Licensee within 30 days of the invoice date.
- 4.3 If the Licensee fails to make payment due to the other party under this clause by the due date, then the Licensee shall pay interest on the overdue sum from the due date until payment of the overdue sum,

whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the National Bank base rate from time to time, but at 4% a year for any period when the base rate is below 0%.

- 4.4 The Licence Fee may be reviewed on each anniversary of this Agreement by ***Lighthouse Authority notifying the Licensee of any change. Any increase in the Licence Fee shall be no more than the change in the published Price Index between the immediately preceding anniversary and the next anniversary of the Agreement.

5 USE OF LIGHTHOUSE

- 5.1 ***Lighthouse Authority grants to the Licensee a licence to use designated areas of the Lighthouse and the Visitor Centre for the purposes of providing Tours for the Term on the conditions contained in this Agreement.
- 5.2 The Licensee shall not do anything at the Lighthouse which in the reasonable opinion of ***Lighthouse Authority hinders or prevents its functions as a General Lighthouse Authority within the meaning of Part *** of the *** Act.
- 5.3 The use of the Lighthouse by ***Lighthouse Authority shall take precedence over the Licensee's use and (for the avoidance of doubt) ***Lighthouse Authority shall be entitled to suspend access to the Lighthouse and Visitor Centre at any time where ***Lighthouse Authority reasonably considers it necessary to do so to carry out its functions as a General Lighthouse Authority within the meaning of Part *** of the Act, including in addition any VIP, ceremonial or official events associated with ***Lighthouse Authority in which case ***Lighthouse Authority shall give the Licensee as much notice as reasonably practicable of the requirement for such closure.
- 5.4 The Licensee shall not install equipment, alter the premises in anyway or erect displays at the Lighthouse or Visitor Centre without the prior written consent of ***Lighthouse Authority (which may be given or refused in ***Lighthouse Authority's absolute discretion) provided always that any such equipment so installed or displays so erected or alterations to the Lighthouse or Visitor Centre by the Licensee must be removed on termination of this Agreement, or as and when required for operational purposes as decided by ***Lighthouse Authority, and the Licensee shall make good any damage to the reasonable satisfaction of ***Lighthouse Authority at the Licensee's expense.
- 5.5 The Licensee shall co-operate with the Attendant and any other third party who has the consent of ***Lighthouse Authority to be at the Lighthouse or Visitor Centre. The Licensee shall follow directions given by the Attendant in connection with any reasonable requirement of ***Lighthouse Authority in relation to the Lighthouse.
- 5.6 ***Lighthouse Authority shall have the right to accompany a Tour where it considers it appropriate to do so.

6 *LIGHTHOUSE AUTHORITY OBLIGATIONS**

In addition to other obligations of ***Lighthouse Authority pursuant to this Agreement, ***Lighthouse Authority shall:

- 6.1 keep the Lighthouse and Visitor Centre in good condition and safe working order (with instructions for use where appropriate) and ensure that the Lighthouse and Visitor Centre complies in all respects, including but not limited to the water, gas and electricity supplies, with current legislation or guidance issued by the statutory Health and Safety body;

- 6.2 provide guidance to the Licensee upon the commencement of the agreement, and thereafter at ***Lighthouse Authority's discretion on an acceptable format for the Tours which shall be interesting, educational and reflect the corporate values, mission and heritage of ***Lighthouse Authority as may be advised to the Licensee from time to time;
- 6.3 provide access to the Trip Advisor account, Google listing and social media accounts for the Lighthouse and Visitor Centre or where such listings do not exist, the rights to set one up and manage it for the duration of this Agreement; and
- 6.4 promptly approve any requests from the Licensee to approve any employees as Responsible Persons and not to withhold any approval unreasonably.

7 LICENSEE'S OBLIGATIONS

In addition to other obligations of the Licensee pursuant to this Agreement, the Licensee shall:

- 7.1 comply with all statutory requirements and guidelines in force when carrying out the Tours.
- 7.2 make it clear to third parties at all times that it has no authority to bind ***Lighthouse Authority and shall not enter into any contracts, make any representation or give any warranty for or on behalf of ***Lighthouse Authority or pledge credit to ***Lighthouse Authority;
- 7.3 ensure that a Responsible Person is present at the Lighthouse during the Tours.
- 7.4 ensure that the number of persons inside the Lighthouse tower, with the exception of the base of the Lighthouse tower does not exceed twenty (20) persons including tour guides at any one time,
- 7.5 ensure that visiting members of the public do not access the exterior Lighthouse lantern gallery, and comply with the current ***Lighthouse Authority Health & Safety Visitor Risk Assessment and Restrictions (attached to this Agreement as Annex 1);
- 7.6 not go upstairs at the Lighthouse during the hours of darkness;
- 7.7 provide the Tours with reasonable care and skill in accordance with the guidance on acceptable format provided by ***Lighthouse Authority;
- 7.8 undertake a risk assessment in relation to Tours and comply with any recommendations arising therefrom;
- 7.9 not offer or operate activities outside of the scope of the Tours and the use of the Visitor Centre or Lighthouse without the prior written permission of ***Lighthouse Authority;
- 7.10 keep up to date and accurate the Trip Advisor account, Google listing, social media accounts and any websites pertaining to the Lighthouse and Visitor Centre, responding to any adverse comment or complaint in a professional and ethical manner;
- 7.11 ensure that the Lighthouse and Visitor Centre is kept clean and tidy following Tours and when the Visitor Centre is open for public access;
- 7.12 comply with the reasonable instructions of ***Lighthouse Authority in relation to the security of the Lighthouse and Visitor Centre; and

- 7.13 where requested to do so by ***Lighthouse Authority, and on no more than on a quarterly basis in any year, the Licensee shall provide confirmation to ***Lighthouse Authority as to the number of Tours conducted at the Lighthouse and/or Visitor Centre and the numbers of persons attending such Tours;
- 7.14 not to do or suffer to be done anything at the Lighthouse or Visitor Centre that may become a source of nuisance, annoyance, inconvenience, to ***Lighthouse Authority or to neighbouring premises or landowners.

8 ADVERTISING, PUBLICITY AND INTELLECTUAL PROPERTY RIGHTS

- 8.1 Any advertising, publicity, press release or signage produced by the Licensee or ***Lighthouse Authority in relation to the Lighthouse, Visitor Centre and / or Tours which uses the other party's Corporate Branding must receive prior written (which includes email) approval of the other party. For the avoidance of doubt, once approval has been granted, only material changes require further approval.
- 8.2 ***Lighthouse Authority and the Licensee acknowledge as follows:
- 8.2.1 all rights in ***Lighthouse Authority's Corporate Branding, including any goodwill associated with them, shall be the sole and exclusive property of ***Lighthouse Authority, and, save as expressly provided in Clause 8.1, the Licensee shall not acquire any rights in ***Lighthouse Authority's Corporate Branding, nor in any developments or variations of them;
- 8.2.2 all rights in the Licensee's Corporate Branding, including any goodwill associated with them, shall be the sole and exclusive property of the Licensee and, save as expressly provided in Clause 8.1, ***Lighthouse Authority shall not acquire any rights in the Licensee's Corporate Branding, including any developments or variations of them.
- 8.3 The Licensee and ***Lighthouse Authority shall use reasonable endeavours to discuss with the other party any planned significant additional advertising, publicity or press release pertaining to the Lighthouse or Visitor Centre beyond the usual marketing, advertising (including, in addition, social media and web-based advertising) or publicity arising pursuant to the activities covered by this Agreement.

9 MERCHANDISE

- 9.1 ***Lighthouse Authority may, at its discretion, offer the Licensee the opportunity to purchase branded merchandise to sell in the Visitor Centre or provide free of charge literature or promotional materials for display and distribution in the Visitor Centre.

10 EXHIBITIONS

- 10.1 Should ***Lighthouse Authority loan exhibition, display and/or artefact material to the Visitor Centre all such material shall remain under the management of ***Lighthouse Authority at all times.
- 10.2 The Licensee shall submit any requests for changes, additions or movement of exhibition, display or artefact material to ***Lighthouse Authority.

11 MAINTENANCE

- 11.1 ***Lighthouse Authority is responsible for all property and maintenance costs at the Lighthouse and Visitor Centre. The Licensee shall promptly submit all requests for maintenance of the Lighthouse to ***Lighthouse Authority and shall not arrange or carry out any maintenance work at the Lighthouse without the prior permission of ***Lighthouse Authority.

- 11.2 ***Lighthouse Authority shall advise the Licensee of any planned maintenance to the Lighthouse and/or Visitor Centre and shall use reasonable endeavours to carry out maintenance on such dates, at such times and in a manner which causes minimal disruption to the Licensee (acting reasonably).

12 HEALTH, SAFETY & ENVIRONMENT

- 12.1 The Licensee shall carry out the Tours in accordance with the First Schedule to ensure the:
- a. Safety of visitors
 - b. Conservation of the building
 - c. Preservation of the natural heritage and the environment

13 EQUALITY & DIVERSITY

- 13.1 The Licensee shall, and shall procure that the Licensee's personnel comply with any applicable anti-discrimination legislation in force.

14 RELATIONSHIP BETWEEN THE PARTIES

- 14.1 Nothing in this Agreement shall constitute the creation, establishment or relationship of partnership, joint venture, or employer or employee between the Parties.

15 ANTI BRIBERY, FRAUD AND CORRUPTION

Each party shall in relation to this Agreement:

- 15.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 and/or fraudulent acts ("Relevant Requirements");
- 15.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 15.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and
- 15.4 promptly notify the other party (in writing) if it becomes aware of any breach of Clause 15.1 or Clause 15.2, or it or any person associated with it receives a request or demand for any undue financial or other advantage in connection with the performance of this agreement.

16 LIABILITY & INSURANCE

- 16.1 The Licensee shall indemnify ***Lighthouse Authority, its servants and agents against all actions, claims, demands, costs and expenses whatsoever or howsoever arising incurred by or made against ***Lighthouse Authority, its servants or agents in respect of any loss or damage to property, personal injury or death, caused as a result of any negligent act or omission by the Licensee, its servants or agents, or non-performance by the Licensee, its servants or agents of its obligations under this Agreement (except in circumstances where caused by the negligence of ***Lighthouse Authority). Nothing in this clause shall restrict or limit ***Lighthouse Authority's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

- 16.2 Nothing in this Clause 16 shall exclude or restrict liability of ***Lighthouse Authority for death or personal injury arising from its negligence.
- 16.3 The Licensee shall have in force with a reputable insurance company during the Term all insurance required by law in relation to the Tours, including but not limited to:
- a. Public and products liability insurance in the sum of not less than 5 Million or any one incident and unlimited in total in any one policy year.
 - b. Employers' liability insurance in compliance with current legislation.
- 16.4 On written request, the Licensee shall provide ***Lighthouse Authority with copies of all insurance certificates referred to in this Clause 16.

17 FORCE MAJEURE

- 17.1 Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving immediate written notice to the affected party.

18 CONFIDENTIALITY & TRANSPARENCY

- 18.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in the Agreement, each Party shall:
- a. treat the other Party's information of a confidential nature as confidential and safeguard accordingly; and
 - b. not disclose the other Party's information of a confidential nature to any other person without the owner's prior written consent.
- 18.2 Clause 18.2 shall not apply to information which:
- a. is in the public domain other than by a breach of the Agreement;
 - b. was lawfully in the possession of the other party before the disclosure under the Agreement took place;
 - c. is obtained from a third party who is free to disclose it; or
 - d. a party is required to disclose by law.
- 18.3 The provisions of this Clause 18 shall apply during the continuance of this Agreement and after its termination howsoever arising.

19 TERMINATION

- 19.1 This Agreement shall continue in force for the duration of the Term (unless terminated earlier for any reason) but without prejudice to any claim, which ***Lighthouse Authority may have against the Licensee in respect of any breach or non-observance of the covenants and conditions contained herein.
- 19.2 Either party may forthwith terminate this Agreement by giving notice in writing to the other if at any time the other Party:

- a. is in breach of any of the material terms or conditions of this Agreement and, where such breach is capable of remedy fails to remedy it within 30 days of being given written notice of such breach by the other Party giving full particulars of the breach and requiring it to be remedied;
- b. goes into liquidation or becomes bankrupt (or the equivalent situations);
- c. is engaged in activities, either by commission or omission, which amount to dishonest conduct.

19.3 Notwithstanding any other provision to the contrary either Party may terminate this Agreement without cause by giving not less than 3 months' notice in writing to the other Party.

19.4 On termination of this Agreement, the Licensee shall return to ***Lighthouse Authority any materials, documents or other items, which have been supplied by ***Lighthouse Authority to the Licensee for the purpose of this Agreement as well as ceasing to access and use the Trip Advisor account, Google listing, social media accounts and any websites pertaining to the Visitor Centre.

20 THIRD PARTIES

20.1 This Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

21 ASSIGNMENT & SUBCONTRACTING

21.1 The Licensee shall not be entitled to assign or subcontract any of its duties or responsibilities under this Agreement without the consent of ***Lighthouse Authority.

21.2 Where ***Lighthouse Authority consents to a subcontract, the Licensee shall send a copy of that subcontract to ***Lighthouse Authority immediately it is issued.

21.3 Subcontracting shall not relieve the Licensee of any obligation, duty or liability attributable under this Agreement.

22 NOTICES

22.1 Any notice given in pursuance of any of the provisions of this Agreement shall be in writing and shall be delivered by electronic communication, hand or sent by prepaid registered post in the case of ***Lighthouse Authority to the Representative at ***Lighthouse Authority, at ***** (address) *****, E-mail ***@***.com in the case of the Licensee to its address referred to above (or an alternative address notified to the other party) and shall be deemed to be received by the addressee:

- a. At the time of transmission if delivered by electronic means;
- b. On the first business day following the date of delivery, if delivered by hand; and
- c. On the fifth business day after posting, if sent by prepaid registered post.

22.2 In the event that ***Lighthouse Authority operations or some other cause or causes outwith the control of ***Lighthouse Authority and Licensee require the Lighthouse to close for a period of more than 28 days then this Agreement shall be suspended accordingly and in such a case ***Lighthouse Authority shall give as much notice as is reasonably possible of any such closure. Where such closure continues for a period of more than 3 months, then the Licensee may terminate this Licence with immediate written notice.

23 ENTIRE AGREEMENT

23.1 This Agreement represents the entire understanding and agreement between the Parties in relation to its subject matter and supersedes all previous or pre-existing formal or informal negotiations, understandings,

arrangements or agreements between ***Lighthouse Authority and the Licensee in relation to its subject matter.

24 AMENDMENTS

- 24.1 Any variation to a provision of the Schedules, Annexes or the Related Documents shall be made in writing (including exchange of emails) between the ***Lighthouse Authority Representative and the Licensee.
- 24.2 Any other variation to the terms and conditions of this Agreement shall be made in writing and signed by a duly authorised representative of each of the Parties.

25 WAIVER

- 25.1 No delay or omission by ***Lighthouse Authority in exercising any of its rights or remedies under this Agreement or under any applicable law on any occasion shall be deemed a waiver of, or bar to, the exercise of such right or remedy or any other right or remedy upon any other occasion.

26 SEVERABILITY

- 26.1 If any provision of this Agreement becomes invalid, illegal or unenforceable, the Parties will endeavour to act in good faith to agree the terms of a provision that may be substitute for the invalid, illegal or unenforceable provision. The invalidity, illegality or unenforceability of any provision will not affect the remaining provisions of this Agreement.

27 COSTS

- 27.1 Each party shall bear its own costs with regard to the preparation and completion of this Agreement.

28 HEADINGS

- 28.1 The headings appearing in this Agreement have been used for ease of reference only and shall not affect the interpretation of the Agreement in any respect.

29 LAW & JURISDICTION

- 29.1 The law of this Agreement is the law of *** and any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the *** courts.

SIGNED by

for and on behalf of

*****LIGHTHOUSE AUTHORITY**

.....

IN the presence of

Date



SIGNED by

for and on behalf of

LICENSEE

IN the presence of

Date

APPENDIX 1

(PLAN)

FIRST SCHEDULE

The Related Documents, which shall be incorporated into and form part of the Agreement, include:

- Health & Safety Restrictions – Annex 2
- ***Lighthouse Authority Health & Safety and Environmental Objectives Policy – Annex 2

Annex 1

Health & Safety Restrictions

Restrictions to ascending the Lighthouse Tower staircases

Anyone wishing to ascend the Lighthouse stairs must be a minimum 1 metre in height.

Children are very welcome, but they must be physically capable of ascending and descending the staircases unaided.

Under no circumstances can children or babies be carried up the staircases, (this includes the use of baby carriers, papooses, etc.)

Sensible footwear must be worn if you wish to ascend the Lighthouse tower. Open toe sandals (without heel straps), flip-flops and high-heeled footwear is not permitted.

Some staircases are very steep and must be descended facing the stair. The Tour Guide will advise accordingly.

***Lighthouse Authority regrets that due to the historic design of the building, these premises are not suitable for some physically less able people.

Anyone suffering from vertigo, heart or respiratory conditions is advised not to undertake the Tour.

The Tour Guide will give further advice on the above conditions, but has absolute discretion in preventing access if it is felt that Health and Safety regulations or the safety of the visitor would be compromised.



Annex 2

SECOND SCHEDULE – LICENCE FEE

Date Due (2024)	Licence Fee - Amount Payable by Licensee
1 April	_____ + TAX
1 October	_____ + TAX
Total	_____ + TAX

ANNEX C CONSIGNMENT AGREEMENT FOR THE OPERATION OF THE NATIONAL LIGHTHOUSE MUSEUM AND THE LIGHTHOUSE MARINE CULTURAL SPACE – REPUBLIC OF KOREA

This contract is entered into between the Minister of Oceans and Fisheries (hereinafter referred to as the “MOF”) and the Korea Institute of Aids to Navigation, a special legal entity (hereinafter referred to as “KATON”), for the purpose of privately consigning the management and operation of the National Lighthouse Museum and the Lighthouse Marine Cultural Space in an efficient and professional manner pursuant to Articles 12, 17, 18, and 20 of the 「Act on the Conservation and Utilization of Lighthouse Heritage」, and Article 14(2)(1) of the Enforcement Decree of the same Act.

Article 1 (Purpose)

The purpose of this contract is to define the scope of consigned work, procedures, and methods for project implementation between "MOF" and "KATON" for the efficient management and operation of the National Lighthouse Museum and the Lighthouse Marine Cultural Space, which were established by the MOF to discover, preserve, research, educate, and exhibit lighthouses of historical, aesthetic, and cultural value, thereby promoting marine culture and enhancing public enjoyment of cultural experiences through the utilization of lighthouses.

Article 2 (Location of the Project Site)

The subjects entrusted by "MOF" to "KATON" for operation are as follows:

Article 3 (Scope of Consigned Project)

The scope of the consigned work includes all tasks that "KATON" must perform pursuant to Articles 12 and 17 of the 「Act on the Conservation and Utilization of Lighthouse Heritage」 and Article 13 of the Enforcement Decree of the same Act.

Article 4 (Project Period)

- ① The implementation period of the consigned work shall be from [Date] to [Date].
- ② If unavoidable circumstances arise during the implementation period, such as natural disaster, budget constraints, or changes in conditions, "MOF" and "KATON" may adjust the project period through mutual consultation.

Article 5 (Consignment Costs and Fees)

- ① The total project cost required for this project shall be borne by "MOF", as specified in the following items.
 1. Management and operation of the National Lighthouse Museum: X KRW
 2. Operation of the Lighthouse Marine Cultural Space: X KRW
- ② The consignment fee for this project shall be set at X% of the total project cost within the scope of the total project budget, but "MOF" and "KATON" may adjust the percentage through mutual agreement within this range.

Article 6 (Execution, Notification, and Settlement of the Consignment Project Budget)

- ① "KATON" shall establish an annual revenue and expenditure plan based on the project budget specified in Article 5 and the details in Appendix 1 and Appendix 2, and shall use it solely for the consigned operation of the museum and the marine cultural space.
- ② During the project period, "KATON" shall prepare and submit to "MOF" the performance report of the current month and the detailed implementation plan (including the budget execution plan) for the following month by the beginning of each month.
- ③ Upon project completion, "KATON" shall submit to "MOF" by [Date] the settlement details, including the execution statement, the usage statement of the project budget by item, supporting documents, and other necessary documents for settlement.
- ④ If "KATON" finds it necessary to change the budget execution plan for the efficient operation of the National Lighthouse Museum and Lighthouse Marine Cultural Space, prior approval from "MOF" must be obtained.
- ⑤ Upon the termination or completion of the project, "KATON" shall settle the accounts and immediately return any remaining funds and accrued interest to the national treasury.

Article 7 (Fund Allocation)

- ① "MOF" shall allocate the necessary funds to an account designated by "KATON" to ensure the smooth progress of the project.
- ② "KATON" must establish a special account and ledger for the project to ensure transparent execution and management of the consigned project funds, and must keep it separate from other accounts and ledgers. When withdrawing funds, only expenses related to the consigned project may be withdrawn.
- ③ "KATON" shall not use the consigned project funds for purposes other than the project, and the funds must be executed in alignment with the project's objectives.

Article 8 (Profit-making Business)

- ① "KATON" may operate convenience facilities (vending machines, souvenirs, food and beverages, etc.) within the consigned project site, provided that it does not impair the public interest.
- ② "KATON" may directly use and profit from the convenience facilities during the contract period, or allow others to do so.
- ③ The revenue from the use and profit of the convenience facilities under Paragraph 2 must be included in the annual revenue and expenditure plan in accordance with Article 6, Paragraph 1 of this contract.

Article 9 (Handling of Consigned Project)

- ① "KATON" shall comply with the relevant laws and regulations in handling the consigned project and faithfully carry out the consigned project.
- ② "KATON" shall evaluate whether the target achievement rate (x%) based on performance indicators (such as satisfaction levels of participants in educational and experiential activities at the National Lighthouse Museum and the Lighthouse Marine Cultural Space) has been met, and report the results to "MOF" by submitting a performance report.

Article 10 (Direction and Supervision)

"MOF" shall direct and supervise the consigned project of "KATON", and if the project is deemed illegal or improper, "MOF" may terminate or suspend this contract.

Article 11 (Responsibility)

The responsibility for handling the consigned project lies with "KATON", and "MOF" is responsible for supervising the project.

"KATON" must strictly comply with the security-related matters required for the execution of security tasks in accordance with the 「Ministry of Oceans and Fisheries Detailed Regulations for Enforcement of Security Task」.

Article 12 (Supervisory Inspection)

"MOF" shall conduct an supervisory inspection of the consigned tasks performed by "KATON" at least once a year. If any illegal or improper handling of the consigned tasks is identified, "MOF" may require "KATON" to take appropriate corrective measures, and may also request disciplinary action against relevant executives and employees.

Article 13 (Related Materials and Information Exchange)

In relation to the implementation of this project, "MOF" and "KATON" may request necessary materials and information from each other, and both parties shall actively cooperate with one another.

Article 14 (Amendment of Contract Terms)

- ① If any changes to the contract terms are necessary, they may be altered or adjusted through consultation between "MOF" and "KATON".
- ② Any matters related to the interpretation of this contract or issues not specified in the contract, as well as other matters necessary for the implementation of the project, shall be determined through consultation between "MOF" and "KATON".

Article 15 (Prohibition of Subcontracting of Duties)

- ① "KATON" shall not subcontract all or major parts of the consigned duties under this contract to any other corporation, organization, or institution.
- ② In cases other than those prescribed in Paragraph 1, if subcontracting is unavoidably necessary, KATON must obtain prior approval from the MOF.

Article 16 (Liability for Damages)

"KATON" shall be fully liable for any damages resulting from accidents caused intentionally or negligently by its employees during the performance of consigned tasks, as well as for any loss or damage to the facilities or property of "MOF".

Article 17 (Suspension and Termination of Work, etc.)

- ① "MOF" may terminate part or all of the consignment contract in the event of the following:
 - 1. If the consigned operation is deemed unnecessary for public purposes or "MOF"'s operational objectives.

2. If "KATON"'s handling of tasks is illegal or improper, or if it is deemed that the contract cannot be continued due to "KATON"'s intentional or gross negligence.
 3. If "KATON" is found to have violated the contract or neglected the duty of care
 4. If any other significant circumstances arise that make it difficult to continue the consigned operation.
- ② In order to prevent any disruption related to the transition of the entrusted institution following contract termination, "KATON" shall prepare and submit a 'work manual' (updated) for the consigned work to "MOF" within 20 days from the commencement date, and continue to perform the consigned work for up to 3 months from the contract termination date.

Article 18 (Ownership of Goods and Documents)

All goods acquired and documents created or held by "KATON" in connection with the performance of the consigned tasks shall belong to "MOF". Upon termination of the contract, these items must be handed over to "MOF".

Article 19 (Ensuring Safety and Health)

"KATON" shall comply with the relevant laws, including Article 4 (Duties of Business Owners and Responsible Managing Officers to Secure Safety and Health) of the 「Serious Accidents Punishment Act」, to ensure the safety and health of the personnel involved in the consigned tasks and visitors. "KATON" must also fully implement the safety and health-related matters (refer to Appendix 4).

ADDENDUM

Article 1 (Effective Date)

This contract shall be retroactively effective from [Date].

Article 2

To confirm this contract, two copies of the contract shall be prepared, and each party shall sign and seal them, keeping one copy each.

[Date]

ANNEX D LIGHTHOUSE VOLUNTEER SERVICE AGREEMENT – CHINA

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**