GA01/Res.13



1st General Assembly International Organization for Marine Aids to Navigation

GA01/Res.13 06 March 2025 Original: English

Resolution GA01.13

Adopted on 19 February 2025 (Agenda items I)

RESOLUTION ON AGREEMENTS WITH THE IMO AND THE IHO, AND MOU WITH THE MINISTRY OF OCEANS AND FISHERIES OF THE REPUBLIC OF KOREA

THE ASSEMBLY,

RECALLING; the long-standing close cooperation with International Maritime Organization (IMO), the International Hydrographic Organization (IHO), the Ministry of Oceans and Fisheries, Republic of Korea (MOF) and the International Association of Marine Aids to Navigation and Lighthouse Authorities;

FURTHER RECALLING the status of IALA as an international organization in relation to IMO and IHO;

MINDFUL that increased cooperation with IMO and IHO becomes more significant in relation to the development of international standards and conventions in mutual areas of interest;

NOTING the Convention Article 7.7(m) that the General Assembly has to approve agreements with international organizations;

- 1. APPROVES the request for formal cooperation between IMO and the Organization subject to the procedures and terms of cooperation included in IMO Assembly Resolution A.1168(32).
- 2. APPROVES the draft Agreement with IHO as included in the Annex 1 to this Resolution.
- 3. APPROVES the draft Memorandum Of Understanding with the Ministry of Oceans and Fisheries, Republic of Korea as included in the Annex 2 to this Resolution.



Annex 1

Agreement between the International Hydrographic Organization and International Organization for Marine Aids to Navigation

The International Hydrographic Organization (hereafter "IHO"); and The International Organization for Marine Aids to Navigation (hereafter "IALA"); Hereafter individually and collectively termed "the Party" and "the Parties;

RECALLING the long standing and close cooperation between the International Association of Marine Aids to Navigation and Lighthouse Authorities and the IHO;

CONSIDERING the mutual interest between the Parties in developing and harmonizing international standards in the maritime domain;

MINDFUL of the rapid changes in the development of technical standards and the need for increased cooperation and coordination between international organizations;

DESIRING to coordinate their efforts within their respective mandates and in relation to the International Maritime Organization;

Have agreed as follows:

Article 1 Object and areas of cooperation

- 1.1 The object of this Agreement is to facilitate and reinforce the cooperation and coordination between the Parties and in relation to other international organizations, where appropriate, in the area of international standards that relate to the activities and commitments of the Parties.
- 1.2 Within the scope of their respective mandates, work programmes and budgets, the Parties agree to a general strengthening of their cooperation and coordination, notably in the development of international standards of mutual interest, training and capacity building, and the development and support for joint proposals and initiatives to other international organizations in relation to international conventions and developments and any other area of common interest.

Article 2 Reciprocal representation

- 2.1 On the basis of reciprocity, IALA is invited to represent itself at sessions of IHO bodies as observer in accordance with the rules and decisions adopted by these bodies, and, as appropriate, any other meetings held under the auspices of IHO.
- 2.2 On the basis of reciprocity, IHO is invited to represent itself at sessions of IALA bodies as observer in accordance with the rules and decisions adopted by these bodies, and, as appropriate, any other meetings held under the auspices of IALA.

Article 3 Sharing of information and disclosure



- 3.1 The Parties agree to exchange, by whatever means, information concerning their activities of mutual interest and cooperate in the use, integration, promotion and the dissemination of publications and information.
- 3.2 Subject to their existing rules and policies related to the disclosure of classified information and other related obligations, each Party will protect classified information of the other Party.

Article 4 Name, emblem, marks and logos

Neither Party may use the emblem, marks, or logos of the other Party without the prior written consent of the other Party, nor use the name of the other Party in a way that implies endorsement or authorship without prior written consent of the other Party.

Article 5 Staff members and facilities

- 5.1 Each Party will be responsible for its activities and for its staff members, including for their acts and omissions. A Party will not be liable for any damage or injury caused by the other Party or that other Party's staff.
- 5.2 As far as practicable and subject to availability and their respective existing rules the Parties may agree to share their facilities for meetings held under the auspices of a Party.

Article 6 Regular annual meetings

The Parties agree to hold regular annual meetings between their respective Secretary-General and as deemed necessary other staff members.

Article 7 Privileges and immunities

No provision of this Agreement shall be interpreted or considered as a renunciation, limitation, waiver or modification of the privileges and immunities enjoyed by either Party.

Article 8 Entry into force, amendment and termination

- 8.1 This agreement enters into force from the date of its signature by the Secretary-General of IALA, subject to approval by the General Assembly of IALA, and the Secretary-General of IHO, subject to approval by the Assembly of IHO.
- 8.2 This agreement may be amended at any time by mutual written consent of the Parties.
- 8.3 Either Party may terminate this Agreement at any time by written notice to the other Party of its intent to do so six months in advance.



Article 9 Settlement of differences

Any difference or dispute arising from the interpretation or application of this Agreement shall be settled amicably through negotiation between the Parties.

IN WITNESS WHEREOF, this Agreement is done and signed at ## on ###, in two copies in the English language.

For the International Organization for Marine Aids to Navigation

For the International Hydrographic Organization

Secretary-General Francis Zachariae

Secretary-General Mathias Jonas



Annex 2





MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTRY OF OCEANS AND FISHERIES OF THE REPUBLIC OF KOREA AND THE INTERNATIONAL ORGANIZATION FOR MARINE AIDS TO NAVIGATION

ON

TECHNICAL COOPERATION

February 2025



INTRODUCTION

RECALLING the continuous need to improve and harmonize marine aids to navigation for the benefit of the maritime community and the protection of the environment;

CONSIDERING our common desire to promote friendly relations and strengthen our collaboration; and

AIMING to promote bilateral cooperation based on the spirit of equality and mutual respect;

The Ministry of Oceans and Fisheries (MOF) of the Republic of Korea and the International Organization for Marine Aids to Navigation (IALA) (hereinafter referred to collectively as the "Sides" and individually as a "Side") have reached the following understanding:

§ 1

OBJECTIVE

1. The objective of this Memorandum of Understanding (MoU) is to strengthen the cooperation between the Sides within the field of improvement and harmonization of marine aids to navigation (AtoN) worldwide.

§ 2

GENERAL PROVISIONS

- 1. This MoU is a nonbinding document and not intended to create any legally binding commitments under any law.
- 2. This MoU will be implemented within the scope of available resources, and limits of concurrent laws and regulations of the Sides.

§ 3

AREAS OF COOPERATION

- 1. This MoU encompasses cooperation between the Sides within the following areas:
 - a. technical development and cooperation;
 - b. education, training and capacity building; and
 - c. research and knowledge sharing.



§ 4

TOPICS TO BE ADDRESSED

- 1. The cooperation may address any relevant topics relating to the objective of this MoU upon which the Sides can accept. This is an initial list of possible topics:
 - a. digitalization in general within the field of marine AtoN, particularly the maritime Internet of Things (IoT) as well as development and operation of systems and tools that strengthen progress and lower barriers in digitalization;
 - harmonization, collection, management and analysis of digital information relating to marine AtoN, for instance developing IALA questionnaires and a worldwide AtoN information database;
 - c. Maritime Position, Navigation and Timing (PNT) solutions, particularly solutions that are independent of satellite based PNT systems; and
 - d. maritime services in the context of e-Navigation, particularly data product specifications (S-200), the concept of Maritime Resource Name (MRN) and an MRN registry;
- 2. The Sides consent to make further consultations in order to develop and decide on the topic and scope of cooperation.

§ 5

CONTRIBUTION FROM THE MINISTRY OF OCEANS AND FISHERIES OF THE REPUBLIC OF KOREA

- 1. The contribution from MOF of the Republic of Korea is provided by MOF and its related public institutions:
 - a. Korea Research Institute of Ships & Ocean Engineering (KRISO);
 - b. Electronics and Telecommunications Research Institute (ETRI); and
 - c. Korea Institute of Aids to Navigation (KATON).
- 2. The contribution can take various forms, such as technical, operational and financial support, seminars, workshops and conferences, as well as the secondment of one or more technical officer(s) to IALA;
- 3. The Sides consent to make further consultations in order to develop the type and level of support to be provided.



1. The contribution from IALA can take the form of participation from the World-Wide Academy, the Secretariat and experts from the IALA membership, the hosting of activities at IALA premises and logistical support.

§ 7

CONFIDENTIALITY

 Shared confidential information must be clearly marked as confidential by each Side. The Sides will not share confidential information obtained under this MoU with a third party without written consent.

§ 8

MUTUAL COOPERATION

On behalf of the Sides, the Director-General of Maritime Affairs and Safety Policy Bureau
of the MOF of the Republic of Korea and the Secretary-General of IALA will review this
MoU as needed.

§ 9

INTELLECTUAL PROPERTY

- 1. Any intellectual property rights brought by a Side for the implementation of activities under this MoU will remain the property of that Side.
- 2. Each Side will not use the name, logo, or official emblem of the other Side in any publication without consent.

§ 10

SETTLEMENT OF DISPUTES

1. Any dispute that may arise between the Sides relating to any matter under this MoU will be settled amicably through consultations between the Sides.



§ 11

EFFECTUATION, DURATION, TERMINATION AND MODIFICATION

- 1. This MoU will take effect from the date of signature and will remain in effect until either Side terminates it with a ninety (90) days' written notice.
- 2. This MoU may be modified at any time by mutual written consent of the Sides.

Signed in Singapore on the 20th of February 2025, in duplicate, in the English language.

For the Ministry of Oceans and Fisheries of the Republic of Korea:

For the International Organization for Marine Aids to Navigation:

Director General

Maritime Affairs and Safety Policy Bureau

Ministry of Oceans and Fisheries

Secretary-General

International Organization for Marine Aids

to Navigation