LAP 10/output 2

Conditions of Participation in IALA-NET

**IALA-NET**

IALA-NET is founded by the International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA), 10 rue de Gaudines, 78100 St Germain-en-Laye, France. 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.

/obligations

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.

**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 eligible to participate in IALA-NET.

The term “IALA-NET host” means an IALA-NET participant which hosts central parts of the IALA-NET framework.

The term “IALA-NET framework” encompasses all technical components of IALA-NET necessary to ensure its operation (servers, archives etc.).

**Rights and responsibilities of the participants**

IALA-NET participants sharing data through IALA-NET keep their existing rights in the said data.

IALA-NET participants receiving data through IALA-NET have the right to use the data in accordance with these conditions.

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.

IALA-NET participants may assign the operation of their part of IALA-NET framework to a third party (e.g. to other governmental organizations or a contractor) provided that these conditions are fulfilled.

**Data usage and redistribution**

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 obligations.

**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.

IALA-NET participants cannot guarantee the transmission of shared data will be continuous or without fault. In case of outages transmitting IALA-NET participants and IALA-NET hosts are committed to taking reasonable steps during 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. Where possible, IALA-NET participants should give advance notice of their intention to terminate.

Any failure by any IALA-NET participant to fulfil any of these conditions entitles IALA to terminate the access to IALA-NET 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 or may possibly be interfering with the operation of IALA-NET.

**General Disclaimer**

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

The services provided by IALA-NET are provided without any quality assurance.