



World Wide Academy

Expert Mission Services Contract

For

The provision of Mission Services to the IALA World Wide Academy by a consultant.

Between

The International Association of Marine Aids to Navigation and Lighthouse Authorities (IALA), located at 10 Rue Gaudines in Saint Germain en Laye (Yvelines, France).

Hereinafter referred to as "IALA"

And

[If the expert is an individual registered as self-employed worker] Mr/Mrs [•], residing at [•], which is registered as a self-employed worker with [•] under the number [•]

Or

[If the expert has set up a consultancy company] [Name of the Company], a [form of the company], with a registered office located at [•], which is registered with [•], under number [•], and which is represented by [•], in his/her capacity of [•], duly empowered for the purposes hereof

Hereinafter referred to as "The Expert"

Purpose of the Contract

As IALA Expert, the Expert is a person recognised by IALA as possessing a high level of skill in technical or operational areas related to the work of IALA and in particular in the following areas:

- [•]
- [•]

IALA decided to engage the Expert for a limited period to carry out a specific mission as described in Schedule B.

This document describes the terms and conditions for provision of the Mission Services as agreed between IALA and the Expert.

1. Duration and renewal of Contract

- 1.1. Subject to this Contract, the Expert will be engaged for a fixed term with commencement and termination dates as specified in Schedule A.
- 1.2. This Contract may be renewed for any period and on such terms as agreed by IALA and the Expert. If the Contract is not renewed, then the engagement of the Expert shall terminate at close of business on the termination date specified in Schedule A.
- 1.3. It is agreed and understood that no representations or promises have been made by or on behalf of IALA, either directly or indirectly, to the Expert concerning the renewal of the Contract. Any future representation or promise shall not be made by or on behalf of IALA except when authorized by the Secretary General and provided to the Expert in writing.

2. Description of Mission Services

- 2.1. A description of Mission Services to be delivered under the Contract is provided at Schedule B. IALA may, at its sole discretion, make reasonable variations to the Mission Services during the term of the Contract.
- 2.2. The IALA mission usually includes three stages:
 - Preparation of the mission
 - Assignment in the Beneficiary Country scheduled as indicated in Schedule A
 - Writing of a report.

3. Provision of Mission Services to IALA

- 3.1. In providing Mission Services, the Expert must:
 - use all of her/his knowledge, expertise, experience and efforts in the provision of Mission Services;

- keep the Dean of the IALA World Wide Academy properly informed of all matters arising out of or relating to the provision of Mission Services;
- not be involved or have any interest, whether directly or indirectly, in any other business or occupation related to the work of IALA without IALA's prior written agreement; and
- Not accept or solicit any payment, inducement or other benefit in any form whatsoever for any act or favour given in connection with any transaction that involves IALA.

4. Status of the Expert

- 4.1. The Expert is an independent contractor who remains totally independent in the organisation of his work and shall not be considered as subordinated to IALA.
- 4.2. The Expert hereby certifies that this Contract does not infringe any agreement that he may have entered into and he knows of no impediment or conflicting interests that may hinder his activities for the Company as provided herein.
- 4.3. Due to the *intuitu personae* nature of this Contract, the obligations resulting thereof shall not be subcontracted to any third party.

5. Fees for service

- 5.1. In consideration of the Mission Services as specified in Schedule A, the Expert will be paid a lump-sum of [●] euros corresponding to a mission of [●] days. Any extension of the original duration of the contract must be approved by the Dean of IALA and will give lieu to an additional lump-sum remuneration at the same rate as the initial lump-sum.
- 5.2. The Expert may claim for provision of Mission Services upon final completion of those services provided that the Dean of the IALA World Wide Academy has certified that delivery of the services was satisfactory.
- 5.3. The Expert will detail any other reasonable service related expenses incurred during the provision of the Mission Services in a format approved by IALA. IALA will reimburse the Expert on presentation of appropriate invoices supported by validated receipts.
- 5.4. IALA will process all claims within 10 working days upon receipt and arrange payment to the Expert's bank of choice, with all bank charges at IALA's expense.

6. Travel and other related Expenses

- 6.1. IALA is responsible for payment and reimbursement of all reasonable travel expenses incurred by the Expert in the provision of the Mission Services (door to door).
- 6.2. The Expert must only incur or claim travel expenses in accordance with IALA's policy regarding travel at Schedule C.
- 6.3. Whilst undertaking travel on behalf of IALA, the Expert must arrange and be covered by appropriate accident, health or loss of personal effects insurance. IALA may reimburse the Expert for related costs.
- 6.4. IALA will reimburse and pay reasonable communications costs incurred by the Expert in the provision of Mission Services to the amount specified in Schedule A.

7. Early Contract termination

- 7.1. IALA and/or the Expert may terminate this Contract before the termination date specified in Schedule A, upon giving the 'Termination Notice Period' specified in this Schedule.
- 7.2. IALA and the Expert may also terminate the Contract at any time by mutual consent.
- 7.3. Should IALA terminate the Contract with notice when there are in excess of 30 days of estimated days remaining, IALA will pay the Expert an indemnity equal to [●] euros for each 30 estimated days with a maximum of [●] euros.

8. Early Contract termination without notice

- 8.1. IALA may terminate the Contract without notice in the event of the Expert:
 - committing any act of dishonesty including fraudulent misuse of IALA funds, equipment or resources;
 - committing any act or omission likely to cause serious harm or damage to the reputation or business of IALA, either directly or indirectly;
 - failing to perform the services;
 - failing to observe the provisions of IALA Policies (Article 10).

9. Settlement of Debts

Any amount owed by the Expert to IALA will be immediately due and payable on termination of the Expert's Contract.

10. IALA Policies

- 10.1. It is essential condition of engagement that the Expert:
- complies at all times with the IALA's policy regarding travel and its policy for Experts providing Mission Services at Schedule D;
 - recognises IALA's right to vary, change or terminate policies at IALA's discretion; and
 - Recognises IALA's exclusive right to develop and introduce new policies.
- 10.2. A breach of the above IALA policies may amount to serious misconduct.

11. Intellectual property

The Expert hereby assigns to IALA with full title guarantee (to the extent necessary by way of present assignment or future rights) all intellectual property rights arising out of the undertaking of the Mission Services (other than third party works). This assignment is for the full term of such intellectual property rights and includes the right to bring proceedings for past infringement of the assigned rights.

12. Other

- 12.1. IALA is to be provided with certification that the Expert is registered for tax purposes in his country of residence.
- 12.2. The Expert formally declares that he has completed all the necessary declarations, filings, and applications in order to validly perform his activity in his country of residence. He guarantees in particular that he has fulfilled all his social and tax registration obligations and has paid all taxes and contributions resulting thereof.
- 12.3. IALA will not pay or reimburse any tax, duty or other contribution for which the Expert may be liable in respect of the remuneration paid by IALA under this Contract and the Expert is responsible for accounting to the relevant authorities for both the remuneration and these amounts.
- 12.4. All written contractual correspondence between IALA and the Expert is to be in English.

13. Dispute

- 13.1. This Contract is governed by French law.
- 13.2. Any dispute arising out of or in conjunction with this contract shall be submitted to arbitration in Paris by a single arbitrator agreed to by both parties, if attempts at settlement by negotiations have failed.

13.3. If the parties are unable to agree on a single arbitrator within thirty days of the request for arbitration, the court of justice of Versailles is competent to settle the case.

Made in Saint Germain en Laye
in two original copies

[date]

Expert

IALA Secretary General

Schedule A

Expert Name	
Residential Address	
Postal Address	
Telephone	
Email	
Contract Commences	
Contract Terminates	
Estimated Days	
Fees	[X]
Communication Costs	To a maximum of ...
Termination notice	

Schedule B

MISSION SERVICES

Schedule C

IALA POLICY FOR TRAVEL

Schedule D

IALA POLICY FOR HOLDERS OF MISSION SERVICES

EXPERT CONTRACTS

1. By accepting a Mission Services contract, Experts undertake to carry out the duties committed to them and to regulate their conduct with the interests of IALA only in view.
2. Experts are in relation with the Secretary-General of IALA and the Dean of the IALA World Wide Academy in the performance of their work.
4. Experts shall conduct themselves at all times in a manner befitting their status. They shall not engage in any activity that is incompatible with the performance of their work for IALA. They shall avoid any action and in particular any kind of public pronouncement which may adversely reflect on their status, or on the integrity, independence and impartiality that are required by that status. While they are not expected to give up their national sentiments, or their political and religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their international status.
5. Experts shall exercise the utmost discretion in regard to all matters of official business. They shall not communicate to any person unpublished information known to them by reason of their mission, except in the performance of that mission or by authorization of the Secretary-General. These obligations remain binding after the conclusion of the contract.
6. Any Expert who, by malice or negligence or by failure to observe any applicable rule, involves IALA in unnecessary loss, expense or liability, shall be held responsible and may be required to pay compensation therefore.
7. Experts shall inform IALA how and where they can usually be contacted during the period of their contract with IALA.
8. Experts shall endeavour to submit a preliminary draft report to the National Authority in the country where the mission has taken place before departing from that country (where applicable).
9. Where a preliminary draft report has been submitted to a National Authority, a copy is to be sent to IALA by email at the earliest opportunity. The final report (if appropriate) is to be sent to IALA for the attention of the Dean of the World Wide Academy within 14 calendar days of the Expert arriving back in his or her country of residence from the contracted Mission.