

Agreement on Participation in IALA-NET

by and between

The International Association of Marine Aids to Navigation and
Lighthouse Authorities (IALA)

and

The IALA Competent Authority for [Country], [Organisation]

16/03/2015

1 Parties

1.1 This agreement on access to IALA-NET is by and between:

International Association of Marine Aids to Navigation and Lighthouse Authorities
10 rue des Gaudines, 78100 St Germain en Laye, France (IALA).

and

[Organisation], [Address],

("IALA-NET Participant")

IALA and IALA-NET Participant are hereinafter referred to as the "Parties".

1.2 In relation to this agreement, IALA is represented by the Danish Maritime Authority ("DMA"), Carl Jacobsens Vej 31, 2500 Valby, Denmark.

2 IALA-NET

2.1 IALA-NET is a near real time Maritime Data Exchange service using Internet technology. It is a worldwide service only open to national authorities recognized by IALA.

2.2 IALA-NET Participants share Maritime Data with each other through IALA-NET.

2.3 The term "Maritime Data" in this agreement encompasses any real-time, near real-time or statistical data from the maritime domain that IALA-NET participants might choose to share.

2.4 IALA-NET aims to support as many data types as possible; initially IALA-NET supports the exchange of AIS data.

2.5 At the core of IALA-NET are a number of servers through which the data is exchanged. Initially there is one server (Denmark) but at least three servers are envisaged with automatic failover to ensure high system reliability. The servers are planned to be hosted in Denmark, China and USA.

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3 Exchange of Maritime Data

- 3.1 The IALA-NET Participant agrees to exchange Maritime Data with other IALA-NET Participants and IALA through the IALA-NET framework.
- 3.2 It is the choice of the IALA-NET Participant what Maritime Data to exchange, however, as a minimum IALA would expect AIS data to be shared.
- 3.3 The IALA-NET Participant is responsible for ensuring that there is no breach of privacy, ownership or intellectual property rights in relation to the data provided to IALA-NET.
- 3.4 In the event of a connection failure the IALA-NET Participant is committed to take reasonable steps during normal working days and working hours, to restore its connection to IALA-NET.
- 3.5 The IALA-NET Participant may delegate the practical IALA-NET Participant role to another organisation in relation to IALA-NET as long as this organization takes over the associated responsibilities.
- 3.6 Technical details, including *inter alia* data formats for exchanging Maritime Data through IALA-NET can be found on the IALA-NET homepage. A link to this homepage can be found on the IALA homepage: "<http://www.iala-aism.org>".

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4 Usage of data received through IALA-NET

- 4.1 The IALA-NET Participant may use the data received through IALA-NET for the purposes mentioned in section 4.2 of this Agreement.
- 4.2 The IALA-NET service is intended to assist the IALA-NET Participants to fulfill their legal duties regarding maritime safety (including safety of navigation, safety of ships, search and rescue, marine accident investigation, traffic analysis), maritime planning, risk analysis, security and combating illegal activities, protection of marine environment and improvement of efficiency of navigation.
- 4.3 Data from IALA-NET must not be used for commercial purposes.
- 4.4 The IALA-NET Participant may re-distribute Maritime Data received through IALA-NET to other relevant national authorities and research institutions in its country for the purposes mentioned in section 4.2 of this agreement.
- 4.5 The IALA-NET Participant may provide Maritime Data received through IALA-NET to subcontractors for the purpose of doing work in relation to the purposes mentioned in section 4.2 of this Agreement.
- 4.6 The IALA-NET Participant must ensure that Maritime Data will not be used for commercial purposes by any party to whom it is distributed.

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5 Disclaimer

- 5.1 IALA-NET is provided on a *best effort basis*. The operational availability of IALA-NET and associated IALA-NET services is not guaranteed in any way.
- 5.2 Outages in data streams and web based services may be expected, however those hosting IALA-NET components (servers etc) will take reasonable steps during normal working days and working hours, to restore IALA-NET and the associated services.
- 5.3 The data provided by IALA-NET and associated services are provided without any quality assurance. The data is provided "as is", i.e. IALA is not in any way responsible for any quality aspect of the data provided. IALA-NET is just a data exchange mechanism.
- 5.4 If data users are in any way concerned about data quality, they are obliged to carry out their own quality assurance.

6 Liability

- 6.1 IALA-NET is not liable for any breach of privacy, ownership or any intellectual property rights in relation to the data provided to IALA-NET.
- 6.2 The IALA-NET participant that chooses to utilize IALA-NET for any type of applications does so at its own risk and liability.
- 6.3 The IALA-NET participant and any party with whom the IALA-NET Participant shares the Maritime Data takes part in IALA-NET at their own risk and cost

7 Entry into Force and Right of Termination

- 7.1 This Agreement enters into force when the Parties have signed it.
- 7.2 Either party is entitled to terminate this Agreement upon a written notice to the other party. Such notification on termination will take effect 30 days after notification is sent.
- 7.3 Any failure by one of the Parties to fulfill any of the conditions in this Agreement entitles the other Party the right of terminating the Agreement without further notice.
- 7.4 IALA is entitled to disconnect the data feed from any IALA-NET Provider if the Maritime Data received is interfering with the operation of IALA-NET.

8 Signatures

- 8.1 This Agreement has been drawn up in two (2) identical originals; one for each party.

16/03/2015

On behalf of IALA

On behalf of [Organisation]

Copenhagen /

[Place] / 2015

Omar Frits Eriksson
Director, Maritime Technology
Danish Maritime Authority

[Mr./Ms]
[Position]
[Organisation]