

Proyecto de Convenio sobre la Organización Internacional para las Ayudas a la Navegación Marítima (IALA)

Artículos

COMENTARIOS MEXICO

TRANSLATION IN ENGLISH

Comentarios Generales

Se encontraron múltiples inconsistencias en la versión en español relacionadas con la traducción, errores de tipografía y sintaxis, por lo que sería pertinente insistir en que se efectúe una revisión integral de todos los documentos.

Los documentos de trabajo previamente “aprobados” requieren de un análisis puntual de todos los países que actualmente integran la Asociación, puesto que en sus términos actuales NO es viable considerar su adopción y apertura a firma en la Conferencia Diplomática que se pretende celebrar en Corea en 2018.

En la medida en que se lleve a cabo un análisis minucioso que considere las opiniones y sugerencias de los países, y se consoliden textos que reflejen la práctica internacional seguida en la constitución de organizaciones intergubernamentales similares, será más factible determinar la conveniencia de que el Estado mexicano eventualmente se vinculara a un tratado de esta naturaleza.

*En el Reglamento General se establecen las categorías de los miembros de la Organización; considerándose necesario que en el convenio se establezca a quienes les corresponde cada categoría; circunstancia que a su vez permitirá que se utilicen los conceptos de manera uniforme, tanto en el Convenio como el Reglamento.

*En cuanto a la toma de decisiones; se considera necesario establecer en qué casos las decisiones tomadas por la organización internacional serán vinculatorias para los Estados parte. En ese sentido, es conveniente que los Estados parte, tengan participación activa y decisiva como miembros de la propia Asamblea General, en el entendido que tendría que ser equitativo y que si bien, no cabría la posibilidad de que sea un representante por Estado, se designaría un representante regional.

*En el proyecto no existe un capítulo sobre “definiciones”, únicamente notas al pie de la última página, por lo que se sugiere que haya un apartado de “definiciones”, lo que haría un texto más explícito, en el que se contemple, entre otras, quienes serán las partes contratantes, quien es los miembros socios y si hay similitud con los miembros asociados, entre otras.

(-) In the General Regulations, membership categories are established; considering to be necessary to establish in the agreement to whom it belongs each category, which in turn will allow the use of the terms in a uniform manner, for both the Agreement and the Regulations.
(-)Referring decision making, it is considered necessary to specify in which cases the decisions taken by the International Organization shall be binding on the States Parties. In this purpose, it is convient for States Parties to have an active and decisive participation as members of the General Assembly, assuming that in order for this participation to be equitable a State representative should be chosen, or failling to do so, a Regional representative.
(-)Throughout the document, a "Concepts" chapter does not exist. Despite the existence of foot notes, it is suggested to create a section for "concepts", this way the text would be more explicit, since it is believed to be necessary to define some terms such as contracting parties, affiliate members, associate members, and their similarities.

Los Estados partes en el presente Convenio, designados a continuación "Partes contratantes":
RECORDANDO que la Asociación Internacional de Señalización Marítima fue creada el 1° de julio de 1957 a continuación de la Conferencia de Servicios de Señalización Marítima que fue celebrada en Scheveningen, en los Países Bajos;
NOTANDO que la denominación inglesa de la Asociación Internacional de Señalización Marítima fue modificada como International Association of Marine Aids to Navigation and Lighthouse Authorities por la Asamblea General en Hamburgo, Alemania, en 1998, sin incidencia sobre la denominación francesa.
RECONOCIENDO el papel de la Asociación Internacional de Señalización Marítima en la mejora y la armonización continua de las ayudas a la navegación para que los movimientos de buques

Artículo 1
Creación de la Organización Internacional

- 1. La Organización Internacional para las Ayudas a la Navegación Marítima es creada como organización internacional por el presente Convenio y llamada "IALA" (a continuación designada "la Organización").
- 2. La Organización tiene su sede en Francia, a menos que la Asamblea general decida otra cosa;
- 3. Las lenguas oficiales de la Organización son el francés, el inglés y el español. La lengua de trabajo de la Organización es el inglés.
- 4. Las modalidades de funcionamiento de la Organización son definidas por el Reglamento general. i

Conforme a la motivación que sustenta el presente instrumento, se tiene que el objetivo es cambiar de estatus a Organización Internacional, por lo que se estima conveniente asentarlo así en texto del primer párrafo del artículo 1, además, se considera que en la denominación que se la da, queda inmerso el carácter internacional de la misma por lo tanto, se sugiere la siguiente redacción:

- El presente Convenio crea la Organización Internacional para las Ayudas a la Navegación Marítima, la cual se denominara “IALA”, para efectos del presente instrumento se denominará “la Organización”.

According to the motivation that underlies the current instrument, which is to change status of the organization to an Internacional Organization, it is convient to make it explicit on the document on the first paragraph of Article 1. Additionally, it is considered that in the denomination it is immersed the international character of it, therefore, the following quote is suggested: " This agreement establishes the International Organization for Marine Aids to Navigation, which will be denominated as "IALA", and for the purposes of this document it shall be refered to as "the Organization"

Artículo 2
Objetivo

- 1. La Organización tiene un carácter consultativo y técnico.
- 2. Los objetivos de la Organización son:
 - (a) procurar que los movimientos de los buques sean seguros, económicos y eficaces, mejorando y armonizando las ayudas a la navegación a nivel mundial, y por todos los demás medios apropiados;
 - (b) reunir los gobiernos, los servicios y las organizaciones concernidas por la reglamentación, el suministro, el mantenimiento o el funcionamiento de las ayudas a la navegación marítima o de otras actividades conexas;
 - (c) promover el acceso a la cooperación técnica en todas las cuestiones vinculadas con el desarrollo y la transferencia de conocimientos, ciencia y tecnología relacionadas con las ayudas a la navegación marítima;
 - (d) fomentar y facilitar la adopción generalizada de las normas más elevadas posibles en materia de ayudas a la navegación marítima; y
 - (e) brindemos un marco al intercambio de informaciones entre gobiernos y entre organizaciones intergubernamentales sobre temas tratados por la Organización.

3. Para atender las necesidades de este Convenio el término “ayuda a la navegación marítima” se entiende como cualquier dispositivo, sistema o servicio exterior al buque, diseñado y utilizado con el propósito de mejorar las condiciones de seguridad y de eficacia de todos los buques y/o del tráfico marítimo. Las funciones por las cuales la Organización alcanza los objetivos mencionados en el artículo 2 son definidas a continuación:

- (a) proporcionar normas, recomendaciones, guías y manuales u otros instrumentos apropiados y llevarlos a la atención de gobiernos, organizaciones intergubernamentales y de sus miembros, cuando sea necesario;
- (b) estudiar y recomendar normas, recomendaciones, guías y otros documentos a los cuales puedan referirse los miembros, cualquier órgano o institución especializada de las Naciones Unidas o cualquier otra organización intergubernamental;

Artículo 3
Funciones de la Organización

En este artículo, se establecen los objetivos de la Organización, se considera que por la naturaleza del contenido del párrafo 1, este deberá ser parte del artículo 1. Del contenido de los documentos enviados por las autoridades francesas, se desprende que uno de los objetivos de la futura organización será fomentar y facilitar la adopción generalizada de las normas en materia de ayudas a la navegación marítima. Si bien este propósito se refleja íntegramente en el Artículo 2, párrafo 2, inciso (d), del proyecto de Convenio, queda pendiente definir claramente los mecanismos que se emplearán para impulsar la instrumentación plena y efectiva de las mismas, tomando en cuenta que adquirirán la forma de recomendaciones, guías y manuales cuyo carácter no será vinculante.

This article sets out the objectives of the Organization, so with this mean, the content should be part of the first paragraph, belonging to the Article 1. From the content of the documents sent by the french authorities, it is perceived that one of the objectives of the future organization will be to encourage and facilitate the widespread adoption of rules for marine aids. While this purpose is fully reflected in the Article 2, paragraph 2, subparagraph d, of the draft convention, it remains to clearly define the mechanisms that will be used to promote their fully implementation, considering that they will acquire the form of recommendations, guides and manuals, whose character will no be binding.

		como los descritos en la sección 4.2 del presente artículo.	
Artículo 4 Miembros	2.	Los miembros comprenden miembros sociosii y miembros afiliadosiii; las modalidades de funcionamiento que les concierne son definidas en el Reglamento general.	
	3.	Cualquier Parte Contratante puede solicitar, por escrito ante el Secretario general de la Organización, la admisión en calidad de miembro asociado de un territorio o grupo de territorios que dependen de su responsabilidad, legalmente responsable para la reglamentación, el suministro, el mantenimiento y/o el funcionamiento de ayudas a la navegación marítima.	
	4.	Cada Parte Contratante tiene la obligación de pagar anualmente a la Organización una contribucióniv cuyo importe es determinado en función del artículo 7.6 (e) y del artículo 10.	
	5.	Las contribuciones financieras de las Partes Contratantes y las cuotas de los miembros son exigibles y pagaderas según las disposiciones del Reglamento general.	
	6.	Las Partes Contratantes que no cumplen con sus contribuciones en los plazos de pago impartidos se exponen a deber pagar intereses de demora cuya tasa es determinada por el Consejo.	
	7.	Cualquier Parte Contratante que tiene un retraso de dos años respecto al pago de sus contribuciones es privada, después de haber sido notificada, de las prerrogativas y ventajas concedidas a las Partes Contratantes según los términos del presente convenio, hasta el pago de sus contribuciones vencidas.	
	8.	Ninguna Parte Contratante ni ningún miembro será considerado responsable, debido a su estatuto o a su participación a la Organización, de los actos, incumplimientos u obligaciones de la	
	1. Los órganos de la Organización son:		
	(a) la Asamblea General		
	(b) el Consejo		
	(c) las Comisiones y cualquier órgano subsidiario necesario a las actividades de la Organización;		
	(d) la Secretaría.		
Artículo 5 Estructura de la Organización	2.	La Organización está dotada de un Presidente y de un Vice-presidente elegido según las disposiciones del artículo 7.	
	3.	En los casos en que las decisiones de la Asamblea general o del Consejo no pueden ser tomadas por consenso, las disposiciones siguientes se aplican:	
	(a)	Únicamente las Partes Contratantes tienen derecho a voto, que es ejercido por el representante designado por cada una de las Partes Contratantes;	
	(b)	Salvo especificado de otra manera, las decisiones son tomadas a la mayoría simple de votos.	
	4.	El Reglamento general determina las reglas de funcionamiento aplicables a cada órgano.	
		*A diferencia de otros tratados constitutivos, el proyecto de Convenio carece de una disposición específica concerniente al financiamiento, ya que el tema de las contribuciones únicamente está referido en el Artículo 4 denominado “Miembros”. Asimismo, se incorporan los términos “contribuciones” y “cuotas”, situación que en la práctica generaría desconcierto. Igualmente, en esta disposición se indica que las Partes Contratantes que incumplan con el pago de las contribuciones deberán pagar intereses, lo cual es contrario a la práctica internacional y a la postura que el Estado mexicano ha defendido en otras organizaciones. No queda definido el carácter que tendrán los miembros honorarios de la IALA.	
		De la lectura del Artículo 5 “Estructura de la Organización”, párrafo 3, se deduce que los miembros (socios y afiliados) NO podrían participar en la toma de decisiones de la Asamblea General o del Consejo. Este asunto requiere especial análisis, ya que es incoherente que los miembros contribuyan al financiamiento de la Organización pero se limite su injerencia en el funcionamiento y operación de la misma.	
		Unlike other constitutional treaties, the draft Convention lacks a specific disposition concerning its financing, since the subject is only referred to in the Article 4 called "Members". Likewise, the existence of terms such as "contributions" and "quotas" lead to a certain confusion. Furthermore, this provision indicates that Contracting Parties that fail to pay contributions must pay interest, which is opposite to the international practice, and to which, the Mexican State has defended its posture in other organizations. Finally, it is not well defined what would the character of honorary members should be.	
		After the reading of Article 5 "Structure of the Organization", paragraph 3, it is implied that the members (associate and affiliate) can NOT participate in the decision-making at the General Assembly nor the Council. This matter requires a special analysis, since it is inconsistent that these members contribute to the financing of the organization, but that their operational and functional interventions are limited.	

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Artículo 6
Asamblea General

La Asamblea General es el órgano de decisión principal de la Organización y todos los miembros pueden asistir a sus sesiones.

2. Cada Parte Contratante designa uno de sus delegados, preferentemente el director de un servicio legalmente responsable de la reglamentación, el suministro, el mantenimiento o el funcionamiento de ayudas a la navegación marítima, como su delegado principal en la Asamblea general.

3. Las sesiones ordinarias de la Asamblea general tienen lugar al menos una vez cada cuatro años; su funcionamiento es determinado por el Reglamento general.

4. Las sesiones extraordinarias pueden ser convocadas si el Secretario general es notificado por una tercera parte de las Partes Contratantes de su deseo de celebrar una sesión, o en cualquier momento cuando el Consejo lo requiera, respetando un preaviso de noventa días.

5. El quorum de una sesión de Asamblea general es constituido por una mayoría de las Partes Contratantes, con excepción de las Partes Contratantes privadas de sus prerrogativas por concepto del artículo 4.7.

6. La Asamblea general es presidida por el Presidente o el Vice-presidente y actúa según los términos del presente Convenio y del Reglamento general.

7. La Asamblea General:

(a) decidirá la orientación general y la visión estratégica de la Organización;

(b) establecerá el Reglamento general de la Organización y las Reglas de procedimiento de la Asamblea general, del Consejo, de las Comisiones y otros órganos subsidiarios de la Organización;

1. El Consejo es el órgano ejecutivo de la Organización y es responsable de la dirección de las actividades de la Organización.

2. El Consejo está compuesto por un máximo de veintitrés (23) miembros elegidos y por un (1) miembro no electo.

3. Los miembros del Consejo son elegidos por un escrutinio por la Asamblea general según los términos del Reglamento general.

4. La Parte Contratante del Estado en el cual la Organización tiene su sede “Estado huésped” es el miembro no elegido del Consejo.

5. En el Consejo, las Partes Contratantes deberían ser representadas preferentemente ya sea por el director de un servicio legalmente responsable de la reglamentación, el suministro, el mantenimiento o el funcionamiento de las ayudas a la navegación marítima, o bien por su representante.

6. El Consejo:

(a) el Presidente y el Vice-presidente es elegido entre sus miembros;

(b) ejerce las responsabilidades que pueden serle delegadas por la Asamblea general;

(c) coordina las actividades de la Organización en el marco de la orientación, de la visión estratégica y del presupuesto previsional decidido por la Asamblea general;

(d) Aprueba el presupuesto anual, las cuentas y el informe anual;

(e) decide el importe de las contribuciones financieras de las Partes Contratantes y de los miembros;

(f) convoca la Asamblea general;

(g) informa el trabajo realizado por la Organización a la Asamblea General.

(h) nombra a un Secretario general. de conformidad con el

En el Artículo 6 “Asamblea General”, párrafo 1, se indica que éste será el órgano principal de decisión y que todos los “miembros” pueden asistir a sus sesiones, sin aludir expresamente a las Partes Contratantes que evidentemente tendrían que ser representadas en la misma.

Por lo que se refiere al Artículo 7 “Consejo”, si bien se menciona que estará compuesto con un máximo de 23 integrantes y uno no electo, se alude indistintamente a “miembros”, lo cual genera una confusión puesto que pareciera dejar fuera a las propias Partes Contratantes, a las cuales sí se considera elegibles en el Reglamento General. Del mismo modo, ni esta disposición ni el propio Reglamento General señalan si existiría una representación regional proporcional dentro del Consejo, tal como sucede en otras organizaciones.

Asimismo, se atribuye al Consejo la facultad de aprobar el presupuesto anual, las cuentas y el informe anual de gastos elaborado por el Comité Financiero y de Auditoría. No obstante, llama la atención de esta Consultoría Jurídica que se haya optado por esta alternativa, tomando en cuenta que la tendencia reciente en otros tratados constitutivos es que las auditorías se realicen de manera externa e independiente para favorecer la transparencia y rendición de cuentas, quedando a cargo del órgano principal la aprobación de sus resultados. En cuanto al presupuesto, sería idóneo que el proyecto fuese elaborado por el Consejo para que posteriormente el Secretariado lo sometiera a la aprobación de la Asamblea General.

Article 6 "General Assembly", paragraph 1, indicates that this will be the main and principal decision-making body and that all "members" may attend to their sessions, without expressly mentioning to Contracting Parties that they must be represented in the same meeting.

(-)Regarding Article 7 "Council", although it is mentioned that it will be composed of a maximum of 23 members and an unelected one, it refers to "members", which creates a confusion since it seems to leave out the Contracting Parties, whom are considered eligible under the General Regulations. Likewise, neither this provision nor the General Regulation itself indicates the existence or not of a proportional regional representation within the Council, as it occurs in other organizations.

(-)The Council is empowered to approve the annual budget, accounts and the annual expenditure report prepared by the Finance and Audit Committee. Nonetheless, it is worth pointing out that this Juridic Consultancy, finds particular this decision, since lately there is a recent trend in other constitutional treaties where audits are carried out externally and independently to promote transparency and accountability.

(-) As for the budget, it would be appropriate for the draft to be elaborated by the Council so that the Secretariat could subsequently submit its approval by the General Assembly.

Artículo 8 Comisiones y otros órganos subsidiarios	<p>La Asamblea general o el Consejo pueden establecer Comisiones y otros órganos para apoyar la realización de los objetivos de la Organización; actúan en acuerdo con el presente Convenio y el Reglamento general.</p> <p>Secretario general y personal técnico y administrativo tal como lo exigen los trabajos de la Organización.</p> <p>(a) el Secretario general es nombrado por un período de cuatro años y su mandato puede ser renovado una vez durante un nuevo período que no puede exceder cuatro años;</p> <p>(b) el Secretario general es responsable de la gestión corriente de la Organización, en función de las directivas establecidas por el Consejo o la Asamblea general.</p> <p>2. El personal de la Secretaría es empleado por el Secretario general, que determina los términos del empleo y de las tareas a realizar.</p>		
Artículo 9 Secretaría	<p>3. La Secretaría:</p> <p>(a) mantiene al día todos los registros necesarios para cumplir con las tareas de la Organización y prepara, recoge y distribuye todas las informaciones que puedan ser solicitadas.</p> <p>(b) bajo la dirección del Consejo, administra las finanzas de la Organización de acuerdo con el Reglamento general;</p> <p>(c) Prepara el presupuesto anual y las cuentas para someterlos al Consejo;</p> <p>(d) informa a las Partes Contratantes y a los miembros sobre las actividades de la Organización;</p> <p>(e) organiza y aporta su ayuda en las reuniones de la Asamblea general, del Consejo, de las Comisiones y de otros órganos subsidiarios;</p> <p>(f) organiza las conferencias y los simposios;</p> <p>(g) asume todas las demás tareas que pueden serle atribuidas por el presente Convenio, el Reglamento general, la Asamblea general o el</p>	<p>En cuanto a las funciones de la Secretaría, contenidas en el Artículo 9, se considera que la administración de las finanzas tendría que encargarse a una instancia independiente, de tal manera que sea posible fiscalizar los gastos en que incurra la propia Secretaría en el ejercicio de sus atribuciones.</p>	<p>Regarding the functions of the Secretariat, contained in Article 9, it is considered that the administration of finances should have to be entrusted to an independent body, in such a way that it would be possible to control the expenses incurred by the Secretariat itself in the exercise of their powers.</p>
Artículo 10 Financiación y gastos	<p>1. Los gastos necesarios al funcionamiento de la Organización deben corresponder al importe de los recursos constituidos por:</p> <p>(a) las contribuciones de las Partes Contratantes;</p> <p>(b) las cuotas anuales de los miembros;</p> <p>(c) las donaciones, legados, subsidios, regalos; y</p> <p>(d) todas las demás fuentes autorizadas por el Secretario general.</p> <p>2. Las previsiones presupuestarias y los estados financieros son aprobados por el Consejo.</p> <p>3. Después de la aprobación por el Consejo de los financieros certificados, el Secretario comunica estos estados a las Partes Contratantes y a los miembros, de acuerdo con el Reglamento general.</p>	<p>No queda determinado quien será la parte contratante y los miembros (artículo 10) en cuanto al pago de contribución o cuota anual, ya que no hay una determinación de quien será la parte contratante, si los actuales miembros nacionales pasaran a ser miembros asociados, conforme a los artículos 4.2 y 18.1. Concatenado a la aprobación del presupuesto anual por parte de la Asamblea General quedaría la validación de los estados financieros, que conforme al Artículo 10 “Financiación y gastos” del Convenio, se encarga al Consejo y no al órgano principal de decisión.</p>	<p>(-) It is not determined who will be the contracting party and the members (article 10) regarding the payment of contribution or annual fee, since there is no determination of who will be the contracting party, if the current national members become associate members, as to articles 4.2 and 18.1.</p> <p>(-) Concatenated to the approval of the annual budget by the General Assembly would be the validation of the financial statements, which according to Article 10 "Financing and expenses" of the Convention, is asked to Council to be in charge and not to the main decision-making body.</p>

		Respecto al Artículo 11 “Personalidad jurídica, privilegios e inmunidades”, es inusitado que se omita la referencia a la celebración del Acuerdo de Sede que tendría que signar la organización con el Gobierno francés. Si bien hasta donde esta Oficina tiene conocimiento, el edificio que actualmente es sede de la IALA fue donando en su momento por las autoridades francesas, no es claro si estas mismas instalaciones serían utilizadas por la nueva organización, y en todo caso si éstas formarían parte de la contribución inicial que Francia realizaría como Parte Contratante. Conforme a los privilegios e inmunidades enunciados en el artículo 11, el Estado mexicano no es Parte Contratante de la Convención sobre los Privilegios e Inmunidades de los Organismos Especializados de 1947, por lo que se deberá cuestionar que alternativas se podrían seguir, ya que el artículo 14.5 señala que: “La ratificación, aceptación o aprobación o adhesión a dicho Convenio se entiende sin reservas.”	(-) Regarding Article 11 "Legal personality, privileges and immunities", it is unusual to omit reference to the conclusion of the Headquarters Agreement which the organization would have to sign with the French Government Although the Office is aware of the fact that the building that is currently the headquarters of the IALA was donated by the French authorities, it is not clear if these same facilities would be used by the new organization, and in any case if they would be part of the initial contribution that France would make as a Contracting Party. (-) In accordance with the privileges and immunities set forth in Article 11, the Mexican State is not a Contracting Party to the Convention on the Privileges and Immunities of the Specialized Agencies of 1947, and it will be necessary to question what alternatives could be followed, since Article 14.5 states that: "Ratification, acceptance, approval or accession to this Convention shall be understood without reservation." (-) In accordance with Article 11, paragraph 2, the organization is to enjoy the privileges and immunities conferred by the United Nations Convention on the Privileges and Immunities of the Specialized Agencies of 1947. As is well known, Mexico is NOT a State Party of that international treaty, since it applies mutatis mutandis to the United Nations agencies the 1946 Convention. In that sense, it would be pertinent to have some possible alternative, since there are several countries that are in the same situation as ours , and are currently members of IALA, including Canada, United States of America, Peru, Venezuela, Turkey, Israel, to name a few. (-)It should be noted that paragraph 3 of Article 11, where it is established that the organization is allowed to cooperate with other governments, organizations and structures, does not correspond to the issue of privileges and immunities, for which it should be considered in a separate provision .
Artículo 11 Personalidad jurídica, privilegios e inmunidades	<p>1. La Organización posee una personalidad jurídica internacional y es capaz de:</p> <p>(a) concluir contratos ;</p> <p>(b) adquirir y enajenar bienes muebles e inmuebles relacionados con su actividad; y</p> <p>(c) demandar y litigar.</p> <p>2 Siempre y cuando cada Parte Contratante esté de acuerdo, la Organización goza en el territorio de la Parte Contratante de los privilegios e inmunidades que son necesarios para alcanzar sus objetivos y ejercer sus funciones. En el territorio de cualquier Estado parte en el Convenio sobre los privilegios e inmunidades de las instituciones especializadas adoptado por la Asamblea general de las Naciones Unidas el 21 de noviembre de 1947, este estatuto jurídico, esos privilegios y esas inmunidades son los que están definidos en dicho Convenio.</p> <p>3 La Organización puede cooperar con gobiernos, organizaciones y otras estructuras, y concluir acuerdos con ellos.</p>	Conforme al párrafo 2 del Artículo 11, se pretende que la organización goce de los privilegios e inmunidades que confiere la Convención de las Naciones Unidas sobre Privilegios e Inmunidades de los Organismos Especializados de 1947. Como es de su apreciable conocimiento, México NO es Estado Parte de dicho tratado internacional, toda vez que aplica mutatis mutandis a las agencias de Naciones Unidas la Convención de 1946. En ese sentido, sería pertinente contar con alguna posible alternativa, toda vez que existen diversos países que se encuentran en la misma situación que el nuestro, y que actualmente son miembros de la IALA, entre ellos Canadá, Estados Unidos de América, Perú, Venezuela, Turquía, Israel, por mencionar algunos.	
		Cabe señalar que el numeral 3 de este Artículo 11, a partir del cual se permite a la organización cooperar con otros gobiernos, organizaciones y estructuras, no corresponde al tema de privilegios e inmunidades, por lo que tendría que ser considerado en una disposición por separado.	
Artículo 12 Enmiendas	<p>1. Cualquier Parte Contratante puede proponerle al [gobierno de Francia en su calidad de] Depositario, por escrito, una enmienda al presente Convenio.</p> <p>2. El Depositario [gobierno de Francia] debe enviar la propuesta de enmienda a todas las Partes Contratantes y al Secretario general por lo menos seis meses antes de ser examinado por la Asamblea General.</p> <p>3. La propuesta de enmienda es aceptada por escrutinio de la Asamblea General a reserva de su aprobación por una mayoría de dos tercios de las Partes Contratantes presentes y del presente Convenio derivado entre las Partes Contratantes, que no es resuelto por la negociación o gracias a los buenos oficios del Consejo, puede ser sometido a una asamblea de tres árbitros</p>	El párrafo 2, esta Oficina considera que el Gobierno francés excedería las funciones que le corresponden como depositario, en términos de lo previsto en el Artículo 77 de la Convención de Viena sobre el Derecho de los Tratados de 1969. Toda vez que la distribución de los proyectos de enmienda para su análisis constituye una labor eminentemente administrativa que en todo caso tendría que estar a cargo del Secretariado.	
Artículo 13 Interpretaciones y litigios	<p>del presente Convenio derivado entre las Partes Contratantes, que no es resuelto por la negociación o gracias a los buenos oficios del Consejo, puede ser sometido a una asamblea de tres árbitros</p> <p>1. El presente Convenio es abierto para las firmas de los miembros de las Naciones Unidas en [lugar] y [fecha] y queda abierta hasta [xxx].</p> <p>2. El presente Convenio está sometido a ratificación, aceptación o aprobación por los Estados signatarios.</p> <p>3. El presente Convenio estará abierto a la adhesión de cualquier</p>		
Artículo 14 Firma, Ratificación y Adhesión			
Artículo 15 Entrada en vigor	<p>1. El presente Convenio entrará en vigor el trigésimo día a partir de la fecha en que fue depositado el 30° instrumento de ratificación, aceptación, aprobación o adhesión.</p> <p>2. Para cada Estado que ratifica, acepta, aprueba o adhiere al presente Convenio después de su entrada en vigor, el Convenio será vigente el trigésimo día después del depósito de sus instrumentos de ratificación, aceptación, aprobación o adhesión.</p>		
			On Paragraph 2, this Office considers that the French Government would exceed its functions as depositary in terms of Article 77 of the Vienna Convention on the Law of Treaties of 1969. Since the distribution of draft amendments for analysis are an eminently administrative task, it should be handled to the Secretariat for them to be in charge.

Artículo 16
Denuncia

1. Cualquier Parte Contratante puede denunciar el presente Convenio con un preaviso de doce meses dados por escrito al Depositario [gobierno de Francia], que informará inmediatamente a todas las Partes Contratantes.
2. El aviso previo de la denuncia puede hacerse en cualquier momento después de la expiración de un plazo de [doce meses] después de la fecha de entrada en vigor del presente Convenio.
3. La denuncia tomará efecto el 31 de diciembre siguiente a la expiración del plazo de preaviso.
4. Se podrá poner un término al presente Convenio por decisión de la Asamblea general tomada a la mayoría de dos terceras partes de las Partes Contratantes presentes y votantes, con excepción de las Partes Contratantes privadas de sus prerrogativas por concepto del artículo 4.7.

Artículo 17
Resolución

5. La fecha de resolución del presente Convenio intervendrá doce meses después de la fecha de la decisión mencionada arriba y durante el período que separa estas dos fechas el Consejo será responsable de la liquidación de la Organización con arreglo al Reglamento general.

nacionales de la Asociación Internacional de Señalización Marítima que no son Partes Contratantes podrán, a reserva de aprobación por el Consejo y con su consentimiento, hacerse miembros asociados de la Organización.

Artículo 18
Disposiciones
transitorias

2. A la entrada en vigor del presente Convenio todas las partes miembros asociados o industriales de la Asociación Internacional de Señalización Marítima que no están privadas de sus prerrogativas por razón financiera o por cualquier otro motivo podrán, a reserva de aprobación del Consejo y con su consentimiento, hacerse miembros afiliados de la Organización, según los términos del Reglamento general.
3. A la entrada en vigor del presente Convenio el Consejo de la Asociación Internacional de Señalización Marítima será el Consejo transitorio de la Organización y actuará como tal hasta la primera Asamblea general convocada para el Convenio, que deberá celebrarse en un plazo que no exceda seis (6) meses.
4. Durante el periodo de existencia del Consejo transitorio los miembros asociados serán autorizados a participar a los trabajos del Consejo, para beneficio de la Organización.
5. Las Comisiones de la Asociación Internacional de Señalización Marítima se convertirán en Comisiones transitorias de la Organización y actuarán como tales hasta la creación de Comisiones equivalentes para el presente Convenio.
6. En caso de que un Estado haya adherido como miembro asociado se vuelva Parte Contratante, la calidad de miembro asociado se termina en la fecha en la cual el Convenio entra en vigor para dicho Estado. En caso de que una Parte Contratante cuente con más de un

EN FE DE LO CUAL los abajo firmantes, estando debidamente autorizados por sus gobiernos respectivos, firmaron el presente Convenio.

HECHO en [lugar] [fecha] en francés, inglés y español, cada texto es también auténtico, cuyos originales serán depositados en los archivos del [gobierno de Francia] Depositario. El Depositario [gobierno de Francia] transmitirá una copia auténtica a todos los gobiernos [firmantes y miembros], y al Secretario general de la Organización.

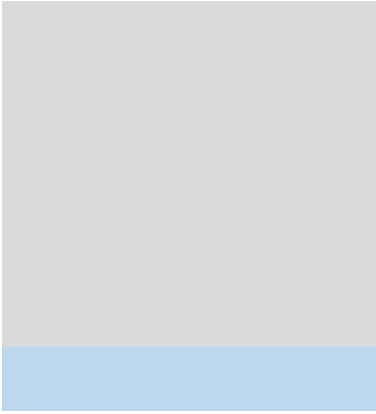
i El Reglamento general incluirá el Reglamento financiero.

ii Los miembros asociados son territorios o grupos de territorios y los miembros nacionales de la actual AISM cuya transferencia se hace con arreglo a los términos del artículo 18.

iii Los miembros afiliados son los miembros asociados y los miembros industriales de la actual AISM.

iii Un principio de partes iguales se aplica al importe de las contribuciones, como se especificará en el Reglamento general.

iiiSe propusieron 30 firmas para tener suficientes miembros con el fin de formar un Consejo de 24 miembros.



Article 1
Application

Article 2
Membership of IALA

Article 3

The General Assembly

Article 4
The Council

Article 5

Finance and Audit Committee

Article 6
Committees and Other Bodies

Article 7
The Secretary-General and the
Secretariat

Article 8

Article 8

Conferences and Symposia

Article 9

**Amendments to the General
Regulations**

Article 10

Termination

Draft General Regulations for the International Organization for Marine Aids to Navigation (IALA)

Artículos

Comentarios Generales

Tras analizar el documento “Draft General Regulations for the International Organization for Marine Aids to Navigation (IALA)”, se identificó una cantidad significativa de cláusulas que requieren de modificación o eliminación a fin de poder ser aceptables para el Gobierno de México, y por ende resulta improbable que nuestro país pueda acompañar cualquier intento de buscar la aprobación de los participante de la Conferencia Diplomática al texto de referencia.

Asimismo, y si bien la Dirección de Asuntos Financieros de la Dirección General para la Organización de las Naciones Unidas, únicamente se centró en los aspectos administrativos y financieros del documento en cuestión, se estima oportuno la creación de un grupo de trabajo encargado de redactar una nueva versión del documento, al tiempo de realizar consultas con otros organismos internacionales con sede en París, con la finalidad de alinear tanto el lenguaje como el contenido a las mejores prácticas internacionales.

1.1 These General Regulations together with the Financial Regulations annexed hereto, as ANNEX A, are determined in accordance with Article 6.7 of the Convention on the International Organization for Marine Aids to Navigation (IALA) and shall apply to the operations of IALA

1.2 The General Regulations are subject to the provisions of the Convention. Where there is a conflict between the Convention and the General Regulations or any other basic documents covering the governance of the Organization, the Convention shall prevail. Where there is a conflict between the General Regulations and any of the other basic documents, the General Regulations shall prevail; any conflict between any of the other basic documents should be brought to the attention of the Council.

2.1 Membership Categories

The Organization shall be comprised of Contracting Parties and Associate and Affiliate members as stipulated below:

Associate membership shall be open for:

- (a)** a territory or groups of territories for which a Contracting Party has responsibility in accordance with Article 4.3 of the IALA Convention; and
- (b)** former National Members of the International Association of Marine Aids to Navigation and Lighthouse Authorities whose country is not party to the IALA Convention, in accordance with Article 18.1 and 18.6 of the IALA Convention.

Affiliate membership shall be open to:

- (a)** manufacturers and distributors of marine aids to navigation equipment for sale, or organisations providing marine aids to navigation services or technical advice under contract. These affiliates will be known as Industrial members;
- (b)** any other service, organisation or scientific agency that is concerned with aids to navigation or related matters; and
- (c)** former Industrial and Associate members of the International Association of Marine Aids to Navigation and Lighthouse Authorities, in accordance with Article 18.2 of the Convention.

2.2 Contact Point for Contracting Parties

Contracting Parties shall designate a contact point, preferably the national authority legally responsible for the regulation, provision, maintenance or operation of marine aids to navigation.

2.3 Application for Membership

- (a)** Application for Associate and Affiliate membership must be made in writing to the Secretariat and should be accompanied by the following documentation:
 - i. the IALA Membership Application form; and
 - ii. additional information about the activity of the applicant to determine the appropriate membership category if requested by the Secretariat.
- (b)** The Secretariat will submit all applications for membership to the Council for acceptance.
- (c)** Accepted applications will take effect as of 1st January if the application is accepted between 1st January and 30th June and as of 1st July if the application is accepted between 1st July and 31st December.
- (d)** The Council may require or a Contracting Party may request that aspects of an application for Affiliate membership be reviewed by the Contracting Party (or Parties) where the applicant carries out its activities or has its principal place of business or registered office. If supported by the Contracting Party (or all Parties), who requested the review, the Council shall decide accordingly.

2.4 Membership Rights and Benefits

- (a)** Membership rights and benefits are listed in Annex B.
- (b)** In addition to those rights and benefits, Industrial members are represented by the Industrial Members Committee, in accordance with its constitution and bye-laws as approved by the General Assembly of Industrial Members.

2.5 Contributions and Fees

- (a)** Contracting Parties shall pay contributions to the Organization on an annual basis in the amount determined by the Council on recommendation from the Finance and Audit Committee. Contracting Party contribution shall be the same for each Contracting Party.
- (b)** Members shall pay fees to the Organization on an annual basis in the amount determined by the Council on recommendation from the Finance and Audit Committee. Member fees may be determined as different amounts for each membership category but shall be the same for each member within each membership category.
- (c)** Contributions and fees are charged in accordance with the Financial Regulations.
- (d)** Overdue contributions or fees will be subject to a rate of interest which will be recorded in the Financial Regulations.
- (e)** Associate and Affiliate members who fail to pay fees by the due date may also be subject to suspension of membership rights and benefits in accordance with Article 2.6.

2.6 Suspension and Reinstatement of Associate and Affiliate Membership

- (a)** The Secretary-General may recommend that the Council suspend, and the Council may suspend, an Associate or Affiliate membership for non-payment of fees according to the escalation procedure established in the Financial Regulations.
- (b)** The Secretary-General may recommend that the Council suspend, and the Council may suspend, an Associate or Affiliate membership for any justifiable cause in the best interest of the Organization.
- (c)** The Secretary-General may reinstate an Associate or Affiliate membership suspended under Article 2.6 **(a)** when the member has paid advised arrears of fees. The Secretary-General must advise the Council of such action at the next Council meeting.
- (d)** The Council may reinstate an Associate or Affiliate membership suspended under 2.6 **(b)** when the member has met the requirements of the Council.

2.7 Termination of Associate and Affiliate Membership

Associate or Affiliate membership may be terminated:

- (a)** by the member by notice in writing to the Secretariat at any time noting that no refund of fees already made will be given. Such termination will take effect:
 - i. on the date specified in the notice of termination; or
 - ii. if no date is specified, thirty calendar days after the notice is received by the Secretariat;
- (b)** by the Council where a suspended member has not paid fees within six months of suspension for that non-payment:
 - i. the Secretary-General will notify the Council of any such qualifying event at its next meeting; and
 - ii. such termination will take effect from the date of the meeting at which the Council terminates the membership; or
- (c)** by the Council, for any justifiable cause in the best interest of the Organization.

In the case of a decision by the Council the Secretary-General must notify the member of the reason for termination and the date of effect of termination within thirty calendar days of the termination taking effect.

3.1 Convening the General Assembly

- (a)** The General Assembly shall ordinarily be convened at least once every four years by order of the Council in accordance with the Council's Rules of Procedure.
- (b)** The General Assembly shall, where possible, be convened during the same period and at the same location as an IALA conference, but in any case must be held no earlier than June of the General Assembly year.
- (c)** For reasons of necessity, the Council may determine an alternate time, in which case the General Assembly will be convened at a location determined by the Council.
- (d)** It shall be a condition for convening the General Assembly at a location other than the IALA Headquarters that the Contracting Party in whose territory it is proposed to hold the General Assembly gives assurances that, at the time of the offer, no Contracting Party or member of the Organization will be prevented from entering the host country.
- (e)** The Council may, after a notice of ninety calendar days, convene an extraordinary session of the General Assembly at which time and place as it determines.
- (f)** The Secretary-General shall, after a notice of ninety calendar days, convene an extraordinary session of the General Assembly within four months of receipt by the Secretary-General of requests to do so from one third of the Contracting Parties, the time and place of which session will be determined by the Secretary-General.

3.2 Attendance

- (a)** Contracting Parties and members of the Organization are entitled to attend the General Assembly and are responsible for their own travelling and accommodation expenses should they choose to attend.
- (b)** The Secretary-General is authorised to invite, on behalf of the Council and subject to consent of the Contracting Parties, observers from:
 - i.** governments that are not parties to the Convention if proposed by a Contracting Party or the Council;
 - ii.** international organizations whose activities are connected with those of IALA; or
 - iii.** national organizations of Contracting Parties which have had or are likely to have occasion to collaborate with the Organization.
- (c)** Each Contracting Party shall communicate in writing, in accordance with its own practice, to the Secretary-General the names of the persons composing its delegation to the General Assembly, indicating which of these is to be regarded as its designated representative executing voting rights. This communication will be regarded as appropriate credentials for the participation of the named individuals in all activities of the General Assembly.
- (d)** Each member shall communicate in writing to the Secretary-General the names of the persons attending the General Assembly.

3.3 Organisation

(a) The General Assembly is to be prepared and organised by the Secretary-General using the resources of the Secretariat and those other resources as agreed in writing with the host country.

(b) The business of the General Assembly shall be conducted in the English, French and Spanish languages.

(c) Six months before the opening of the General Assembly the Secretariat shall invite Contracting Parties to submit proposals that they wish to discuss at the General Assembly. These will be received by the Secretariat for the following sixty calendar days.

(d) Four months before the opening of the General Assembly submitted proposals together with those prepared by the Council shall be circulated to all Contracting Parties and members, who shall be invited to forward their comments to the Secretariat within sixty calendar days. After this date no proposals shall be accepted unless:

- i. there are exceptional circumstances, in which case the proposal should be approved by the General Assembly for inclusion; or
- ii. the proposal amends or provides an alternative to a proposal already submitted, in which case it may be received until thirty calendar days before the General Assembly.

(e) All final papers, including the provisional agenda but excluding any amending or alternative proposals, shall be circulated to Contracting Parties and members at least sixty calendar days before the opening of the General Assembly.

(f) The provisional agenda for an ordinary session of General Assembly shall be prepared by the Secretariat for approval by the Council and shall normally include:

- i. Approval of the Agenda;
- ii. Report of the President/Secretary-General;
- iii. Finance Report;
- iv. Outline budget for the next four year period;
- v. Approval of amendments to the General Regulations and the rules of procedures of the General Assembly, the Council, Committees and other subsidiary bodies of the Organization;
- vi. Approval of the Strategic Vision;

3.4 Rules of Procedure

The following Rules of Procedure shall apply to the conduct of the business of the General Assembly:

3.4.1 The Role of the Chair

(a) The President, or in his/her absence, the Vice President, shall be the Chair of the General Assembly.

(b) The Chair will open and close the meeting, direct discussions, ensure the observance of the procedures in the IALA Convention and these General Regulations, accord the right to speak, put questions to the vote and announce decisions.

(c) The Chair will have control over the proceedings and may rule on points of order and shall have the power to propose adjournment or closure of debates or adjournment or suspension of the meeting.

Chair. Subject to this rule and rules b), c), g) and i) below, the Chair shall call upon speakers in the order in which they signify their desire to speak. The Chair may call a speaker to order if the remarks of such speaker are not relevant to the subject under discussion.

(b) The Chair of a Committee or his or her representative, or the delegate of a subsidiary body may be accorded precedence for the purpose of explaining the conclusion arrived at by that Committee or subsidiary body.

(c) During the discussion of any matter, a delegate may rise to a point of order and the point of order shall immediately be decided by the Chair. A delegate may appeal against the ruling of the Chair. The appeal shall immediately be put to the vote and the Chair's ruling shall stand unless overruled by the majority of the designated representatives present and voting. A delegate rising to a point of order may not speak on the substance of the matter under discussion.

(d) The General Assembly may, on the proposal of the Chair, limit the time to be allowed to each speaker on any particular subject under discussion. When the debate is limited and a delegate has spoken for the allotted time, the Chair shall call such delegate to order without delay.

(e) During the course of a debate, the Chair may announce the list of speakers and, with the consent of the General Assembly, declare the list closed. The Chair may, however, accord the right of reply to any delegate if a speech delivered after the closure of the list makes this desirable.

(f) During the discussion of any matter, a delegate may move the adjournment of the debate on the question under discussion. In addition to the proposer of the motion, two delegates may speak in favour of, and two against, the motion, after which the motion shall immediately be put to the vote. The Chair may limit the time to be allowed to speakers under this rule.

(g) A delegate may, at any time, move the closure of the debate on the question under discussion, whether or not any other representative has signified his wish to speak. Permission to speak on the closure of the debate shall be accorded only to two speakers opposing the closure, after which the motion shall be immediately put to the vote. If the General Assembly is in favour of the closure, the Chair shall declare the closure of the debate. The Chair may limit the time to be allowed to speakers under this rule.

(h) During the discussion of any matter, a delegate may move the suspension or the adjournment of the meeting. Such motions shall not be debated, but shall be immediately put to the vote. The Chair may limit the time to be allowed to the speaker moving the suspension or adjournment.

(i) Subject to rule f) above, the following motions shall have precedence in the following order over all the other proposals or motions before the meeting:

- i. to suspend the meeting;
- ii. to adjourn the meeting;
- iii. to adjourn the debate on the question under discussion; and
- iv. for the closure of the debate on the question under discussion.

(j) Subject to rule f) above, any motion calling for a decision on the competence of the General Assembly to discuss any matter or to adopt a proposal or an amendment submitted to it shall be put to the vote before the matter is discussed or a vote is taken on the proposal or amendment in question.

(k) A motion may be withdrawn by its proposer at any time before voting on it has commenced, provided that the motion has not been amended or that an amendment to it is not under discussion. A motion which has thus been withdrawn may be reintroduced by any delegate.

(l) When a proposal has been adopted or rejected it may not be reconsidered unless the General Assembly, by a two-thirds majority of the designated representatives present and voting, so decides. Permission to speak on a motion to reconsider shall be accorded only to the mover and one other supporter and to two speakers opposing the motion, after which it shall be put immediately to the vote.

3.4.3 Voting During Meetings

(a) The General Assembly will normally vote by show of hands overseen by scrutineers. However, any Contracting Party may request a roll-call vote, which shall be taken in English alphabetical order of the name of Contracting Parties present, commencing with the Contracting Party whose name is drawn by lot by the Chair. The vote of each Contracting Party in any roll-call shall be noted in the meeting record.

(b) A representative of one Contracting Party shall not vote on behalf of another Contracting Party.

3.4.4 Decision Making and Reporting

(a) Where the General Assembly is requested to make a decision, that request shall be put to the meeting in the form of a General Assembly Resolution. Each Resolution should include an implementation date, if relevant, and for convenience, the Chair may aggregate Resolutions for approval and reporting purposes.

(b) The Secretariat shall arrange for the substance of all discussions of the General Assembly to be recorded in a general summary of the work of the meeting. These minutes shall be distributed to those Contracting Parties and members attending, which may submit their proposed corrections in writing to the Chair. Any disagreement on the proposed corrections shall be decided by the Chair after consultation with the Contracting Parties and members concerned.

(c) The minutes will be adopted by the General Assembly in session, or if necessary, by correspondence.

(d) Contracting Parties and members who made statements during debate may request that such statement be attached to the minutes.

(e) The minutes, together with all relevant documents, shall be made available to the Contracting Parties and members within two weeks after their approval by the General Assembly.

(f) Audio recordings of General Assembly sessions may be made and shall be retained by the Secretariat for record purposes.

3.5 Election of the Council

The election of Councillors shall be conducted as follows:

- (a)** The Secretary-General will invite Contracting Parties to declare their candidacy for the Council, according to Article 7 of the Convention six months before the opening of the General Assembly. Nominations will be received by the Secretariat for the following four months. Nominations should include:
- i. the name of the Contracting Party being nominated;
 - ii. a statement, in the form approved by the Council and provided by the Secretariat, outlining the credentials of the Contracting Party for a position on the Council; and
 - iii. a statement, in the form approved by the Council and provided by the Secretariat, outlining the credentials of the person to represent the Contracting Party.

(b) Councillors should, as far as possible, be drawn from different parts of the world with a view to achieving as widespread a representation as possible.

(c) The Contracting Party having the non-elected councillor in accordance with Article 7 of the IALA Convention cannot be nominated for election.

(d) Sixty calendar days before the opening of the General Assembly all nominations shall be collated and circulated to all Contracting Parties by the Secretariat. After this date no nominations shall be accepted unless there are exceptional circumstances, in which case the nomination should be approved by the General Assembly for inclusion in the election.

(e) A vote to elect Councillors from among those nominated will be conducted by secret ballot.

(f) The Secretariat shall produce a ballot form for nominees for the Council and each designated representative shall have one vote for each vacant seat on the Council.

(g) The Chair shall appoint two scrutineers from amongst the Contracting Parties who have not been nominated for the Council, who shall proceed to scrutinise the votes cast and the counting of votes by the Secretariat.

(h) If two or more candidates obtain the same number for the last seat or seats to be filled, there shall be a further ballot from among these candidates only. Should the votes again be divided equally, the Chair shall draw by lot the name of the candidate to be eliminated in any subsequent ballots.

(i) When voting and counting are completed the Chair shall confirm the election and invite the newly elected Council to take up their duties.

(j) The term of the Council is from confirmation of its election until the election of a new Council at the following ordinary General Assembly.

(k) Should a Contracting Party elected to the Council advise at some time during the term of that the Council, being more than two years from the next General Assembly, that they are unable to continue to serve on the Council, the Secretary-General may conduct a by-election to fill the vacancy. The Secretary-General shall invite nominations from all eligible Contracting Parties, conduct the vote electronically and rules g) - j) above will apply. The term of office of any Contracting Party so elected will be the same as that of the Contracting Party being replaced.

(l) Contracting Parties are to advise the Secretary-General in cases where the person representing the Contracting Party at the Council changes.

4.1 Functions of the Council

- (a)** The Council, in fulfilling its obligation to administer the Organization will carry out the functions assigned to it by Article 7.6 of the IALA Convention.
- (b)** In the period between General Assemblies, should no appropriate provision be made in the IALA Convention or these General Regulations, the Council shall make any administrative or technical decision which may be necessary, unless such decision falls exclusively within the jurisdiction of the General Assembly under the Convention. Any such decision must be referred to the next General Assembly for confirmation.
- (c)** The Council shall be guided by the overall policy and Strategic Vision as decided by the General Assembly.
- (d)** If the Council considers that any question or issue should be referred to Contracting Parties, it shall direct the Secretary-General to send a circular to each Contracting Party requesting them to notify the Secretariat of their opinion on the matter. The Council shall then decide the matter.

4.2 Convening the Council

- (a)** The Council will be convened, ordinarily twice a year by notice in writing by any of the following:
 - i. the President or the Vice President;
 - ii. the Secretary-General; or
 - iii. at the request of two Councillors.
- (b)** The date of the meeting of the Council in ordinary meeting will be determined by decision of the Council at its previous meeting. The location will be the IALA Headquarters unless the Council agrees alternate arrangements, or if the meeting is to be held electronically.
- (c)** The date of an extraordinary meeting of the Council will be not less than ten calendar days from the date of notification, and the location will be the IALA Headquarters unless otherwise agreed by the President and the Secretary-General, or if the meeting is to be held electronically.
- (d)** The quorum for a Council meeting is two thirds of Councillors, at least one of which must be the President or Vice President, who will chair the meeting, and one member of the Finance and Audit Committee.

(e) Any Contracting Party may be present at a Council meeting.

(f) The Council may also determine that a representative of any Committee or other body established by it or of another organization may be present at a Council meeting.

4.3 Organisation of Council Meetings

(a) Council meetings are to be prepared and organised by the Secretary-General using the resources of the Secretariat.

(b) The business of the Council shall be conducted in English, including output documents. Input documents may be submitted in French and shall be translated by the Secretariat.

(c) Sixty calendar days before a scheduled Council meeting the Secretariat shall invite Councillors, Contracting Parties and members to submit papers addressing matters that they wish to discuss at the Council. These will be received by the Secretariat for the next two weeks.

(d) Six weeks before the opening of the Council submitted papers together with those prepared by the Secretariat shall be made available to all Councillors, Contracting Parties and members who have requested them, and they shall be invited to forward their comments to the Secretariat within two weeks.

(e) Four weeks before the Council the Secretariat shall make all papers and the provisional agenda for the meeting available to Councillors, Contracting Parties and members.

(f) The provisional agenda for an ordinary meeting of the Council shall normally include:

- i. Approval of the Agenda;
- ii. Report of the President/Secretary-General;
- iii. Report of the Finance and Audit Committee;
- iv. Committee Reports;
- v. Any other business; and
- vi. Date and time of next meeting.

(g) The provisional agenda for an extraordinary meeting of the Council shall normally include consideration of the question(s) for which the meeting was convened.

The following Rules of Procedure shall apply to the conduct of the business of the Council:

4.4.1 The Role of the Chair

(a) The President, or in his/her absence, the Vice President, shall be the Chair of the Council.

(b) The Chair will open and close the meeting, direct discussions, ensure the observance of the procedures in the Convention and the General Regulations, accord the right to speak, put questions to the vote and announce decisions.

(c) The Chair will have control over the proceedings and may rule on points of order and shall have the

4.4.2 Conduct of meetings

(a) No person may address the Council without having obtained the permission of the Chair. Subject to rules b), f) and h) below, the Chair shall call upon speakers in the order in which they signify their desire to speak. The Chair may call a speaker to order if the remarks of such speaker are not relevant to the subject under discussion.

(b) During the discussion of any matter, a Councillor may rise to a point of order and the point of order shall immediately be decided by the Chair. A Councillor may appeal against the ruling of the Chair. The appeal shall immediately be put to the vote and the Chair's ruling shall stand unless overruled by the majority of the Council present and voting. A Councillor rising to a point of order may not speak on the substance of the matter under discussion.

(c) The Council may, on the proposal of the Chair, limit the time to be allowed to each speaker on any particular subject under discussion. When the debate is limited and a Councillor has spoken for the allotted time, the Chair shall call the Councillor to order without delay.

(d) During the course of a debate, the Chair may announce the list of speakers and, with the consent of the

(g) During the discussion of any matter, a Councillor may move the suspension or the adjournment of the meeting. Such motions shall not be debated, but shall be immediately put to the vote. The Chair may limit the time to be allowed to the speaker moving the suspension or adjournment.

(h) Subject to rule e) above, the following motions shall have precedence in the following order over all the other proposals or motions before the meeting:

i. to suspend the meeting;

ii. to adjourn the meeting;

iii. to adjourn the debate on the question under discussion; and

iv. for the closure of the debate on the question under discussion.

(i) Subject to rule e) above, any motion calling for a decision on the competence of the Council to discuss any matter or to adopt a proposal submitted to it shall be put to the vote before the matter is discussed or a vote is taken on the proposal in question.

(j) A motion may be withdrawn by its proposer at any time before voting on it has commenced, provided that the motion has not been amended or that an amendment to it is not under discussion. A motion which

4.4.3 Voting

(a) In ordinary meetings the Council shall vote by show of hands and otherwise in accordance with Article 5.3 of the Convention.

(b) The Chair may decide to call an out of session postal or electronic vote by the Council. Postal or electronic votes will be determined by simple majority of votes cast, with nil returns being counted as votes in favour of the proposal, unless otherwise notified when the vote is called.

4.4.4 Decision Making and Reporting

(a) Where the Council is requested to make a decision, that request may be put to the meeting in the form of a proposed Council Resolution. Each Resolution should include an action date, if relevant, and for convenience, the Chair may aggregate Resolutions for approval and reporting purposes.

(b) The Secretary-General shall arrange for the substance of all discussions of the Council to be recorded in a general summary of the work of the meeting. The minutes shall be distributed to all Councillors present at the meeting, who may submit their proposed corrections in writing to the Chair. Any disagreement on the proposed corrections shall be decided by the Chair after consultation with the Councillor(s) concerned.

(c) The minutes will be approved by the Council in meeting, or, if necessary, by correspondence. The approved minutes, including the text of all Resolutions, will be made available to Councillors, Contracting Parties and members.

(d) Documents relevant to the implementation of decisions shall be distributed to Councillors, Contracting Parties and members as relevant.

4.5 Election of the President and Vice President of IALA

- (a)** The Council shall, upon its election or as necessary, from among its Councillors elect the President and Vice President of the Organization.
- (b)** The election will be by secret ballot, which shall be conducted by the Secretary- General.
- (c)** All Councillors will be eligible for election upon indication of their willingness to stand for election.
- (d)** There shall be two ballots, one to elect the President and the other to elect the Vice President.
- (e)** Each Councillor is entitled to cast one vote in each ballot.
- (f)** Election will be the majority of votes cast, the counting of which will be done by the Secretary-General in view of the Council.
- (g)** If no candidate in either ballot in accordance with (d) above obtains a majority in the first ballot, a second ballot shall be taken confined normally to the two candidates obtaining the largest number of votes. If in the second ballot the votes are equally divided, the Secretary-General shall decide between the candidates by drawing lots.
- (h)** The President and the Vice President shall hold office for one term between General Assemblies unless resigning earlier. They shall not be eligible for immediate re-election and shall not hold office for more than two terms in total.
- (i)** The President and Vice President hold these positions on a personal basis. Should either cease to be the designated representative of their Contracting Party, the position will fall vacant from date of them so ceasing.
- (j)** Should the position of President become vacant the Vice President will assume this role and the position of Vice President will become vacant instead. In this event, the Secretary-General shall call for nominations to fill the vacant position and will conduct a ballot, either in session or electronically, in accordance with the provisions above.

5.1 Function of the Finance and Audit Committee

- (a)** The Council shall, upon election or as necessary, establish a Finance and Audit Committee to provide advice to the Council.
- (b)** The finances of the Organization shall be managed by the Council, the Finance and Audit Committee and the Secretary-General in accordance with the financial arrangements as determined by the General Assembly and the Financial Regulations.
- (c)** The Finance and Audit Committee shall assist the Council in the supervision of the financial administration of the Organization.

5.2 Election

- (a)** The Council shall, from among its Councillors elect at least three and no more than five Councillors to sit on the Finance and Audit Committee. The Council will then elect one of these Councillors, on a personal basis, to act as Treasurer and Committee Chair.
- (b)** The election will be by secret ballot, which shall be conducted by the Secretary- General.
- (c)** All Councillors will be eligible for election upon indication of their willingness to stand for election.
- (d)** There shall be two ballots, the first to elect the Committee members and the second to elect the Treasurer.
- (e)** Each Councillor is entitled to cast one vote in each ballot.
- (f)** Election will be simple majority of votes cast, the counting of which will be done by the Secretary-General in view of the Council.
- (g)** If the votes are equally divided for one or more of the positions as Committee member, a second ballot shall be taken confined to the number of positions not filled as a result of the first ballot. If in the second ballot the votes are equally divided, the Chair shall decide between the candidates by drawing lots.
- (h)** Should the number of candidates nominated be the same as the number of positions to be filled, those candidates will be appointed to the Committee without ballot.
- (i)** The Committee and the Treasurer shall hold office for the term of the Council unless replaced earlier by decision of the Council or through resignation.

5.3 Convening the Finance and Audit Committee

(a) The Finance and Audit Committee will be convened, ordinarily twice a year by notice in writing by any of the following:

- i. the President or Vice President;
- ii. the Treasurer;
- iii. the Secretary-General; or
- iv. at the request of two Councillors.

(b) The date and location of the meeting of the Finance and Audit Committee in ordinary meeting will be determined by decision of the Treasurer, however such meetings will generally run at the same location and prior to Council meetings.

(c) The date of an extraordinary meeting of the Finance and Audit Committee will be not less than one week from the date of notification, and the location will be the IALA Headquarters unless alternate arrangements are agreed by the Treasurer, the Secretary-General and the President, or if the meeting is to be held electronically.

(d) In the event that the Finance and Audit Committee cannot meet in regular or extraordinary meeting and approvals are required, the Committee may convene out of session by electronic means.

(e) The business of the Finance and Audit Committee shall be conducted in English, including output documents. Input documents may be submitted in French and shall be translated by the Secretariat.

6.1 Establishment and Functions of Committees and Other Bodies

(a) The General Assembly or the Council may establish Committees and other bodies it deems necessary to support the endeavours of IALA. The Council will approve Terms of Reference for Committees and other bodies, and all activity of the Committees and other bodies shall be conducted within those Terms of Reference.

(b) Committees and/or other bodies may:

- i. study matters relevant to the aims of IALA, with the objective of preparing Standards, Recommendations, Guidelines and Manuals, and submissions to other organizations in accordance with the Work Programme approved by the Council; or
- ii. address other objectives as established by the General Assembly or the Council.

(c) Contracting Parties and members are eligible to participate in the Committees established by the General Assembly or the Council.

(d) The Council will determine participation in other bodies as part of the development of the Terms of Reference for those bodies.

(e) The business of the Committees and other bodies shall be conducted in English, including output documents. Input documents may be submitted in French and shall be translated by the Secretariat.

6.2 Appointment of Chair and Vice Chair

- (a)** Each Committee will have a Chair and Vice Chair appointed by the Council for a period of four years.
- (b)** Nominations for these positions may be made by Contracting Parties or the Secretary-General. When a vacancy arises, the Secretariat will inform Contracting Parties of the vacancy and seek nominations in an open and timely manner, including providing advice to Contracting Parties of the process for selection of the successful candidate. The Secretariat will inform the Council of all nominations and the Council will determine the successful candidate.
- (c)** Chairs and Vice Chairs of working groups shall normally be provided by Contracting Parties and appointed by the Chair of the Committee. However, where appropriate, they may be drawn from members or sister organizations. The appointment of the working group Chair and Vice Chair are at the discretion of the Committee Chair.

6.3 Rules of Procedure

6.3.1 Meetings

- (a)** Committee meetings shall normally be held twice a year at the IALA Headquarters. Exceptionally they may be held elsewhere, with the approval of the Secretary-General.
- (b)** The duration of a Committee meeting shall normally be five days, with the daily schedule being decided by the Committee Chair.
- (c)** The Secretariat will inform all Contracting Parties and members of the date of each Committee meeting by email. Notices will be sent ninety calendar days in advance and again thirty calendar days in advance. Dates will also be available on the IALA website.
- (d)** Every Contracting Party and member may send one or more representatives to participate in a Committee meeting.
- (e)** Contracting Parties and members intending to send participants to a Committee meeting should advise the Secretariat of the participants' details.
- (f)** When it would be beneficial to the work of a Committee, individuals from academic, scientific, research or other relevant organizations may be invited by the Secretary-General to attend a Committee meeting for a specific purpose.
- (g)** Participants are responsible for arranging their own accommodation and transport during a Committee meeting, but the Secretariat will advise of accommodation options and of special rates if available.
- (h)** Committee participants should ensure that they:
 - i.** act honestly and in good faith, with a view to upholding the best interests and purpose of the Organization;
 - ii.** advise the Committee of a perceived, potential, or actual conflict of interest and withdraw from discussion of that particular item, if appropriate;
 - iii.** do not conduct any commercial activity within the IALA Headquarters; and
 - iv.** keep IALA products free from unresolved or unreasonable intellectual property rights issues and claims.

6.3.2 Work of the Committees

(a) Each Committee shall develop and work to a work programme. The following factors shall be taken into account when the work programme is developed:

- i.** the Strategic Vision;
- ii.** the number of meetings available to the Committee during the four-year work period, which is the time between regular sessions of the General Assembly;
- iii.** the order in which the work should be undertaken; and
- iv.** any other matters relevant to the work of the Committee.

(b) A Committee work programme, or changes thereto, shall be submitted to the Council for approval.

(c) The work of a Committee may be facilitated by the use of working groups. The creation of a working group is at the discretion of the Committee Chair.

(d) A working group will be an integral part of its parent Committee and will meet during the same week as the Committee.

(e) An inter-sessional meeting of a working group (that is a working group meeting held between two meetings of the parent Committee) may be used to enable faster progress of a specific work item.

(f) An inter-sessional meeting of a working group requires the approval of the Secretary-General. The meeting should be held at the IALA Headquarters unless an alternative location is approved by the Secretary-General

(g) With the approval of the Committee, the Chair may appoint rapporteurs to regularly provide advice to the Committee on specific matters that have an impact on or influence the work of the Committee and the provision of aids to navigation services

6.3.3 Decisions

If a consensus on a specific matter cannot be reached, a Committee shall decide by a simple majority of the Contracting Parties represented at the meeting. There shall be only one vote per Contracting Party. The Chair has a casting vote if necessary.

(a) Agenda items will depend upon the specific topics to be addressed during the particular Committee meeting to which the agenda refers. The topics to be addressed will be determined by the Chair, assisted by the Vice Chair and the secretary to the Committee, taking into account the Strategic Vision, the Committee structure, and the work programme of the Committee.

(b) Input documents for a Committee meeting should be sent to the Secretariat not later than two weeks before the meeting and will be published on the relevant section of the IALA website. Documents should conform to the standard template, input documents.

(c) Documents for consideration at a Committee meeting will be numbered by the Secretariat in a way that indicates the meeting number, the agenda item to which they refer and the description.

(d) Any Contracting Party or member may submit a document addressing any item on the work programme of a Committee.

(e) Working documents are documents to be carried over to a subsequent meeting.

(f) Output documents are documents completed by the Committee. They include draft Standards, Recommendations, Guidelines, and other documents for submission to the Council for approval.

(g) The report of a Committee meeting shall be approved by the Committee, endorsed by the Chair, and made available for Contracting Parties and members on the website by the Secretariat without delay.

(h) Input documents and reports shall follow the respective template formats.

(i) Draft Standards, Recommendations, Guidelines, and similar created by a Committee shall follow a quality

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(a) In accordance with the Convention Article 7.6 (h) the Council will appoint a Secretary-General to act as legal representative and Chief Executive of IALA for a term of four years and may reappoint the Secretary-General for one additional term not exceeding four years.

(b) The Council, upon advice of a forthcoming vacancy in the position of Secretary - General, will empower a panel of Councillors to act as Selection Panel to fill that vacancy.

(c) The Selection Panel shall consist of the President, the Vice President, the Treasurer and two other Councillors, which shall be assisted by a suitably qualified member of the staff of the Secretariat appointed by the incumbent Secretary-General.

(d) The Selection Panel will:

- i. review the existing position description and salary by comparison with like positions in other organizations;
- ii. prepare an updated position description, vacancy notice, selection criteria, candidate assessment matrix and interview process;
- iii. consult with the Finance and Audit Committee to establish a remuneration and benefits package for the position;
- iv. publish the vacancy notice on the IALA website and in other media as appropriate;
- v. determine and implement interview arrangements;
- vi. individually evaluate applications against the selection criteria using the candidate assessment matrix;
- vii. collectively identify candidates for interview based on completion of a combined candidate assessment matrix;
- viii. conduct interviews;
- ix. collectively assess and rank each candidate against the selection criteria based on application and interview performance;
- x. undertake consultation with referees for short-listed candidates;
- xi. enter without prejudice negotiations with the preferred candidate, inter alia in relation to the position description, employment conditions and remuneration and benefits package; and
- xii. document its conduct of the above process, including a comparative assessment of shortlisted

7.2 Appointment and Management of Staff

The Secretary-General shall:

- (a)** determine the requirement for, and functional organisation of, the staff of the Secretariat;
- (b)** prepare Staff Rules for approval by the Council;
- (c)** select and engage the staff of the Secretariat in accordance with the Staff Rules; and
- (d)** manage the performance of the staff of the Secretariat in accordance with the Staff Rules.

7.3 Function of the Secretariat

In the performance of their duties the staff of the Secretariat shall not seek or accept instructions from any authority external to the Organization. They shall refrain from any action which might adversely reflect on their position in the Organization as international officers. The Secretariat, under the direction of the Secretary-General, and in accordance with the Secretariat Procedures, shall:

- (a)** handle all day-to-day administration of the Organization, including the flow of information between the Secretariat and Contracting Parties and members;
- (b)** organise and support meetings of the General Assembly and the Council;
- (c)** prepare Terms of Reference for Committees and other bodies for approval by the Council;
- (d)** organise and support the Committees and other bodies in accordance with the Work Programme approved by the Council, by (as required):
 - i. hosting the meetings;
 - ii. providing secretarial and technical support;
 - iii. preparing and submitting related documents to the Council; and
 - iv. circulating meeting documents;
- (e)** establish Rules of Procedure for participation in Conferences and Symposia for approval by the Council;
- (f)** organise Conferences, Symposia, seminars, workshops and other events;
- (g)** manage finances under the direction of the Council and in accordance with the Financial Regulations;
- (h)** prepare the annual budget and accounts for submission to the Finance and Audit Committee;
- (i)** produce the Annual Report;
- (j)** receive, print, file and/or circulate/publish documents, and in so doing, ensure that all Standards, Recommendations, Guidelines and Manuals upon their publication are made available in all the official languages of the Organization;
- (k)** establish, maintain and have custody of documents in the archive; and
- (l)** generally perform all other work that may be required to support the endeavours of the Organization.

7.4 Secretariat Procedures

- (a)** The conduct of business of the Secretariat shall be governed by Secretariat Procedures established by the Secretary-General, which shall be reviewed and kept updated to ensure efficient operations are maintained.
- (b)** The Secretariat Procedures shall be made available to all staff.
- (c)** The staff are required to implement the Secretariat Procedures applicable to them and to work with the Secretary-General to ensure that the Secretariat Procedures reflect safe, clear, open and sustainable working practice.

7.5 IALA World-Wide Academy

The IALA World Wide Academy (“the Academy”), the vehicle by which the Organization delivers training and capacity building, shall be an integral part of the Secretariat.

(a) The Academy shall be administered by the Secretary-General as advised by a Dean supported by an Advisory Board (“the Board”).

(b) The role of the Board shall be:

- i. to maintain a global view of maritime aids to navigation training and capacity building needs; and
- ii. to recommend and oversee the strategy and delivery of the Academy’s key deliverables of training and capacity building and annual programme.

(c) The Board shall consist of:

- i. a Chair nominated by the Council from among the Board Members;
- ii. the Secretary-General
- iii. the Dean of the Academy;
- iv. up to six (6) members appointed by the Council for a period of four (4) years and who may be re-appointed.

(d) The Board shall meet twice a year, at least thirty calendar days before the next Council meeting.

(e) The Dean shall be a member of the staff.

8.1 Definition

(a) A Conference is a meeting that has, as its principle objective, the exchange of and information relative to all types of marine aids to navigation.

(b) A Symposium is a meeting to consider and discuss a set of contributions on specific subjects relating to marine aids to navigation.

8.2 Attendance

(a) Conferences shall be open to:

- i. all Contracting Parties and members;
- ii. other international organizations and associations, aids to navigation Authorities, VTS Authorities and official bodies as approved by the Council; and,
- iii. international organizations and associations designated by the Council.

(b) Symposia shall be open to international organizations, companies or individuals working in the field or having an interest associated with the subject addressed by the Symposium, upon registration.

8.3 Exhibitions

(a) At Conferences

An exhibition of aids to navigation equipment will be organised during each Conference period. Only those Industrial members who have paid the equivalent of the fees for the two years immediately prior to the year of the Conference, plus the year of the Conference, will have the right to exhibit.

(b) At Symposia

An exhibition of aids to navigation equipment will be organised during each Symposium. The exhibition will be open to any entity operating in the aids to navigation field, upon registration.

8.4 Preparations for Conferences and Symposia

(a) The Secretariat shall develop, for approval by the Council, guidelines for preparations for Conferences and Symposia. The guidelines shall assist the Secretariat and the host in the planning and preparation for convening, and conduct of, Conferences and Symposia.

(b) The guidelines shall be made available to Contracting Parties and members considering hosting a Conference or a Symposium.

9.1 These General Regulations may be amended by the General Assembly.

9.2 The Council and any Contracting Party to the Convention may propose an amendment to these General Regulations, in accordance with Article 3.

9.3 Decisions of the General Assembly relating to matters covered by these General Regulations shall be incorporated therein.

In the event of the termination of the Organization the Council shall make the necessary arrangements for the winding up of the Organization, including:

(a) determining the assets of the Organization and returning any property not belonging to the organization;

(b) determining and settling any claims against the Organization and any sums owed by the Organization including costs associated with the winding up of the Organization; and

(c) dividing the balance of the accounts amongst the Contracting Parties [and members] in accordance with the Financial Regulations.

tion for Marine Aids to

COMENTARIOS MEXICO

En el Reglamento General se establecen las categorías de los miembros de la Organización; considerándose necesario que en el convenio se establezca a quienes les corresponde cada categoría; circunstancia que a su vez permitirá que se utilicen los conceptos de manera uniforme, tanto en el Convenio como el Reglamento.

- Al igual que en el proyecto de Convenio, no existe una definición clara de la Parte Contratante.

La Delegamex deberá buscar la eliminación de inciso d) del punto 2.5, toda vez que la legislación nacional no permite el pago de intereses a organismos internacionales por concepto de atraso en el pago de sus contribuciones contractuales.

1.El párrafo preambular hace referencia a la elección de “Consejeros” y no de miembros del Consejo, por lo cual no es claro si la elección en a título de país o a título personal, por lo cual se estima que para evitar confusiones y mantener el carácter de órgano rector que se le pretende dar al Consejo, se debe de eliminar toda referencia as “Consejeros”.

2. El inciso (a) no especifica el número exacto de miembros que conforman el Consejo, la información es substituida con una mención al artículo 7 de la Convención mediante la cual se crea la IALA. Se considera que como práctica y para mayor transparencia, el párrafo debe ser modificado para especificar el número preciso (23) que conforman el Consejo.

De igual manera, a diferencia de los organismos internacionales, el inciso (b) únicamente busca que “en la medida de lo posible” se cuente con representación de diferentes partes del mundo. Ello resulta inaceptable para el Gobierno de México, toda vez que debe de existir la distribución geográfica equitativa, y para ello deberá de haber por lo menos un miembro de cada región, preferentemente basado en las Naciones Unidas, o bien en algún otro organismo internacional con composición o propósito similar.

No es claro al que presidente se refieren en el inciso (i), por lo cual deberá de ser modificado para brindar mayor claridad sobre el órgano responsable de la elección de los miembros del Consejo, toda vez que en ningún de los inciso se especifica que instancia es la encargada de la elección que nos ocupa. En este sentido, y si bien, se asume que será la Asamblea General que llevará a cabo las elecciones, por encontrarse el punto bajo el artículo 3, se estima que para mayor claridad y transparencia, se debe de incluir la mención específica en los incisos (e) y (i).

El inciso (j) deberá de ser más preciso en cuando a la duración del mandato de los miembros del Consejo. Se considera apropiado que el periodo de membresía sea conforme al año calendario, dando inicio el 1° de enero del años xx al 31 de diciembre del años xx, con duración de cuatro años.

Se estima que a fin de mantener el principio de distribución geográfica equitativa, en el inciso (k) deberá de ser modificado, permitiendo únicamente la participación de miembros de la misma región en caso de renuncia de algún miembro del Consejo.

El inciso (a) establece que el Consejo administrará la Organización, de conformidad con el artículo 7.6 de la Convención que le otorga la facultad al Consejo para aprobar el presupuesto de la Organización, lo cual se considera inapropiado, toda vez que debe de ser el órgano supremo y universal quien decide sobre la provisiones presupuestales, por lo cual se deberá eliminar de las atribuciones del Consejo toda facultad de decidir sobre asuntos financieros y presupuestales y ser transferidos a la Asamblea General, mientras que los asuntos administrativos podrán ser decididos por el Consejo, siempre y cuando no tengan implicaciones financieras.

1. Se considera que los miembros del Comité de Finanzas y Auditoría deberá de ser mediante elección y no/no compuesto por los miembros del Consejo, sino mediante procesos separados, por lo cual se deberán modificar los incisos (a) del punto 5.1 e inciso (a) del punto 5.2.

2. Resulta inaceptable que las finanzas de la Organización sean manejadas por el Consejo, el Comité de Finanzas y Auditoría y el Secretario General como se establece en el inciso (b), toda vez que ni los miembros del Consejo no del Comité de Finanzas y Auditoría tienen vínculo jurídico alguno con la Organización. El Secretario General como el más alto funcionario de la Organización debe de ser el encargado de la administración y finanzas de la Organización, responsable ante la membresía por el manejo transparente, eficiente y eficaz de los recursos.

Como órgano asesor del Consejo el CFA debe de tener una composición definida, 5 miembros resulta ser el número adecuado al poder contar con la presentación geográfica adecuada, asimismo existen inconvenientes en que los miembros del Comité sean los propios miembros del Consejo (véase párrafo 1 punto 5.1). Se tienen fuertes objeciones con el nombramiento de uno de los miembros del CFA como tesorero de la Organización. El puesto de Tesorero debe de recaer en un funcionario de la Organización con vínculos jurídicos con la institución, por lo cual toda mención o facultad del tesorero deben de ser eliminados del texto.

- Respecto al personal, únicamente señala que el Secretario General preparará el Reglamento de Personal, mismo que será aprobado por el Consejo (artículo 7.2.), sin definir tipo de personal requerido (técnico o administrativo).

TRANSLATION IN ENGLISH

The General Regulations establish the membership categories of the Organization; considering that it is necessary for the agreement to establish to whom each category belongs; which in turn will allow the concepts to be used in a uniform manner, both in the Convention and in the Regulations.

As in the draft Convention, there is no clear definition of the Contracting Parties.

Delegamex should seek the removal of subsection d) from Article 2.5, since the national legislation does not allow the payment of interest to international organizations for late payment of their contractual contributions.

Subparagraph (a) is not specific regarding the exact number of members of the Council, yet the information is replaced by a reference to Article 7 of the Convention establishing the IALA. It is considered that as a practice and for greater transparency, the paragraph should be modified to specify the precise number (23) that make up the Council.

Similarly, unlike international organisms, subsection (b) seeks only that "as far as possible" a global representation occurs. This is unacceptable for the Government of Mexico, since there must be an equitable geographical distribution, and there must be at least one member from each region, preferably based in the United Nations, or in another composition or similar purpose.

It is not clear to which president it is referred to in subsection (i), so it must be modified to provide greater clarity on the body responsible for the election of the members of the Council, since in none of the subsections it is specified which instance is in charge of the election that concerns us. In this sense, although it is assumed that it will be the General Assembly who will carry out the elections, under article 3 it is estimated that for clarity and transparency, the specific mention must be included in the subsections (e) and (i).

Subsection (j) must be more precise in terms of the mandate length' of the members of the Board. It is considered appropriate that the membership period should be consistent with the calendar year, beginning on January 1 of the years xx to December 31 of the year xx, with a duration of four years.

It is estimated that in order to maintain the principle of equitable geographical distribution, subsection (k) must be modified, allowing only the participation of members from the same region in case of resignation of any member of the Council.

Subsection (a) states that the Council shall administer the Organization, in accordance with Article 7.6 of the Convention, which empowers the Council to approve the budget of the Organization, which is considered inappropriate, since it must be the supreme and universal body that decides on the budget provisions. By which it should be removed from the attributions of the Board any power to decide on financial and budgetary matters and it should be transferred to the General Assembly, whereas the administrative matters can be decided by the Council, as long as they have no financial implications.

(-) It is considered that the members of the Finance and Audit Committee shall be elected and not composed by the members of the Board, by separated processes, therefore subsections (a) from Article 5.1 and subsection (a) from Article 5.2 should be modified.

(-) It is unacceptable that the finances of the Organization are to be managed by the Council, the Finance and Audit Committee and the Secretary-General as set out in subparagraph (b), since neither the members of the Board nor the Finance and Audit Committee have any legal relationship with the Organization. The Secretary General as the highest official of the Organization should be in charge of the administration and finances of the Organization, responsible to the membership for the transparent, efficient and effective management of resources.

As an advisory body to the Council, the CFA must have a defined composition, 5 members is the appropriate number to have the right geographical representation, also there are some inconveniences in the fact that some members of the Committee are as well members of the Council itself (see paragraph 1 5.1). There are strong objections in the appointment of one of the members of the CFA as treasurer of the Organization. The position of Treasurer must fall to an official of the Organization with legal ties with the institution, for which any mention or faculty of the treasurer should be removed from the text.

(-) Regarding the staff, it only points out that the Secretary General will prepare the Staff Regulations, which will be approved by the Council (Article 7.2), without defining the type of personnel required (technical or administrative)

ANNEX A Financial Regulations of the International Artículos

Comentarios Generales

En términos generales se considera que el proyecto de Reglamento Financiero carece de medidas de control, rendición de cuentas, transparencia y manejo de riesgos y no se encuentra en línea con las mejores prácticas de los organismos internacionales. No obstante, a continuación se señalan algunos de los puntos más relevantes, a saber:

Article 1 Application

These Financial Regulations shall govern the financial administration of the International Organization for Marine Aids to Navigation (IALA).

(a) shall determine and review the financial arrangements and endorse the Finance Report. The Finance

Report shall cover the preceding four year period in respect of:

i. balance sheet;

ii. income statement;

iii. cash reserve; and

iv. outstanding contributions and fees and interest due; and

(b) shall approve the outline budget for the next four year period.

2.2 The Council, upon advice of the Finance and Audit Committee ("FAC") and the external auditor, shall:

(a) approve the budget for the current year and review the forecast for the following three years;

Article 2 Financial Governance

(b) approve the balance sheet;

(c) close the annual accounts;

(d) determine rates of contributions and fees in accordance with the General Regulations Article 2.5; and

(e) decide on suspension and termination of Associate and Affiliate membership for non-payment of fees.

2.3 The FAC shall:

(a) review the audited financial statements for the previous year and advise the Council on the approval of the annual accounts;

(b) review the draft annual budget for the coming year for consideration by the Council;

(c) approve a four year budget on an annual basis for noting by the Council;

(d) provide advice to the Council and to the Secretary-General on any audit observations or findings related to finances;

(e) recommend the rates of contributions and fees for the next year;

(f) recommend potential termination of membership, in respect of fees in arrears; and

2.4 The Treasurer:

- (a) shall examine the accounts and submit them to the FAC; and
- (b) may authorize expenses not provided for in the budget, within approved limits.

2.5 The Secretariat, in accordance with the Secretariat Procedures, shall:

- (a) maintain the accounts;
- (b) prepare the finance report and the financial statements;
- (c) control the financial records, including records of income and expenditure;
- (d) manage the audit; and
- (e) advise the Secretary-General on financial matters.

2.6 An external auditor must be engaged to check the financial management and a chartered accountant

shall be engaged to assist the Secretariat with management accounting.

2.7 The operating currency shall be the Euro.

3.1 The financial year shall run from 1st January to 31st December.

3.2 The budget shall be drawn up on a four year basis. Budget estimates for each year shall be shown separately.

4.1 The Secretary-General shall operate within the limits of the annual budget. However the Secretary-General may adjust allocations within the approved budget, especially in the case of major unplanned expenditure or substantial change in the number of members.

4.2 Any transfers of allocations between different categories of expenditure specified in the budget shall be reported, with the necessary justification, to the FAC.

4.3 No further commitment to expenditure against the approved budget may be incurred after the close of the financial period. Outstanding obligations against the approved budget must be met within ninety calendar days of the close of the financial year.

5.1 Details of income and expenditure shall be shown separately in the financial records of the Organization.

The Organization shall primarily be funded from contributions and fees.

5.2 The expenses shall be comprised of budget headings, as follows:

- (a) Personnel costs;
- (b) Operating costs; and
- (c) Capital costs.

Each heading may be further subdivided, as necessary.

5.3 Full and accurate records of all income and expenditure, including supporting documentation for

expenditure, shall be kept. These records shall conform to standard accounting practices. The Secretariat

shall maintain an archive of financial records for production to the Secretary-General, the FAC or an

Article 3 The Financial Period

Article 4 Budget

Article 5 Income and Expenditure

**Article 6
Procurement**

6.1 All funds shall be under the operational control of the Secretary-General.
6.2 The Secretary-General may designate, in writing, members of the Secretariat as line managers for the purpose of these Financial Regulations.
and the balance sheet.

**Article 7
Financial Statements**

7.2 The financial statements of the Organization shall cover the Secretariat including the Academy. They shall be presented in a consolidated form and separately.
7.3 The Treasurer shall submit the financial statements to the FAC, not later than two weeks prior to a FAC meeting.

**Article 8
Cash Reserve**

To ensure the financial stability of the Organization and to avoid any financial difficulties, the Organization shall maintain a cash reserve according to the financial requirements as approved by the Secretary-General and the FAC. The value of the cash reserve shall be no less than four months of the annual budget.

**Article 9
Annual
Contributions and
Fees**

9.1 Annual contributions and fees represent the main source of income for the functioning of the Organization.
9.2 The FAC should take the following matters into account when recommending the rates of contribution and fees:
(a) the requirement that the revenue and the expenditure in the budget should be balanced;
(b) the percentage of invoices for contributions and fees likely to be settled on time;
(c) the global economic situation;
(d) the rate of inflation in the Host Nation; and
(e) the planned or anticipated exceptional expenditure.
9.3 The Secretariat, in accordance with the Secretariat Procedures, after the Council has approved the rate and no later than 31st October each year, shall send an invoice for annual contributions or fees for the following year to each Contracting Party and member.
9.4 For new Contracting Parties and members the following rates of contribution or fee shall apply:
(a) A Contracting Party shall be required to pay a full annual contribution regardless of the date on which the Convention enters into force for that Contracting Party.
(b) Associate and affiliate members shall pay:
i. a full annual fee for applications approved by the Council between 1st January and 30th June; or
ii. half the annual fee for applications approved by the Council between 1st July and 31st December.
9.5 In the event of the resignation of a member the fee shall not be due if a letter of resignation is received before 31st March of the current year.

relevant Secretariat Procedures, shall apply the following arrangements:

(a) For Contracting Parties:

- i. charge a 3% per annum interest rate on contributions remaining unpaid on 31st July of the financial year;
- ii. in the event of paragraph i. request payment by 1st October of the financial year; If no payment is received by 1st November the Secretary-General shall contact the Contracting Party, requesting payment and inviting the Contracting Party to discuss any difficulties that would justify the Organization considering a payment plan; and
- iii. if the contribution remains unpaid and an agreement has not been reached with the Contracting Party regarding payment, suspend membership rights and benefits with effect from twenty-four months after the due date for payment, in accordance with the Convention.

(b) For Associate and affiliate members, the Organization shall:

- i. charge a 3% per annum interest rate on fees remaining unpaid on 1st May of the financial year;
- ii. on approval by the Council, suspend membership rights in accordance with the table at Annex B of the General Regulations if no payment is received by 1st July of the financial year;
- iii. advise the Council, at its second annual session, of unpaid fees; and
- iv. on approval by the Council, after notification, terminate membership if fees remain unpaid after membership rights have been suspended for six months and the member has not agreed a payment schedule.

10.2 Outstanding contributions and fees and interest due will be shown in tables annexed to the financial statements. Provision for bad debts arising from non-payment of contributions and fees shall be made in

specific programmes or projects, provided that the purposes are consistent with the aim and functions of the Organization. The purpose and limits of each dedicated fund shall be clearly reported to the Council.

11.2 The financial resources needed to establish a dedicated fund may come from grants, donations, bequests, gifts or other sources as approved by the Secretary-General. The precise terms and conditions governing such income shall be formalized.

11.3 Any monies remaining unused when a programme or project is terminated should

Article 10
Unpaid
Contributions and
Fees

Article 11
Dedicated Funds

12.1 An external auditor shall be appointed by the FAC and carry out such work as required by applicable accounting practices.

12.2 The appointment is for a period of six (6) years and may be renewed.

12.3 The external auditor may make observations with respect to the efficiency of the financial procedures, the accounting system, internal financial controls and, in general, the administration and financial management of the Organization.

12.4 In addition to the above, the Council may request the external auditor to perform specific investigations and issue separate reports on the results.

12.5 Draft final accounts will be submitted by the external auditor to the first Council meeting each year.

12.6 The Council may close the accounts after examination of particular Contracting Party and member situations and after decision to authorize the writing-off of arrears of contributions and fees or other bad debts as required.

12.7 The audit report shall be made available to Contracting Parties and members via the annual report and the website.

In the event of termination of the Organization, the balance of the accounts (credit or debit) shall be divided amongst the Contracting Parties and members on the day when the Convention ceases to have effect, in proportion to their last annual contribution and fee.

Article 11
Dedicated Funds

Article 13
Termination

International Organization for Marine

COMENTARIOS MEXICO

La atribución de la aprobación del presupuesto debe de ser transferido del Consejo a la Asamblea General, por lo cual deberá de ser incluido como el inciso (a) y ser eliminado como inciso (c) del punto 2.3.

Bajo el punto 4.2 relativo a las transferencias entre partidas de gasto, al final se debe de incluir la previsión que las mismas serán sometidas a aprobación del Consejo.

En el punto 5.1 se señala que los ingresos principales de la Organización será las contribuciones y cuotas. Sin embargo, no se hace mención a otros tipos de ingresos previstos, por lo cual aportaciones voluntarias, donativos e intereses bancarios, por ejemplo, deberán de ser incluidos. Refiere el artículo 5.2 del Reglamento: “Los gastos de personal”, sin embargo, no determina los gastos que se requieren, siendo estos los que hacen a los organismos internacionales tan caros (gastos médicos, educación, repatriación, sistema de pensiones, escalas de sueldos, ajustes por lugar de destino del personal, sistema capacitación, entre otras).