

Development of the Agreement for IALA as an International Organization – Version as at 11 April 2013

Item	Text of Convention by Article
1	Agreement on the International Marine Aids to Navigation Association
2	<p>Preamble</p> <p>The States Parties to this Agreement, hereafter referred to as the Contracting Parties:</p> <p>RECALLING that the International Association of Lighthouse Authorities was established on 1st July 1957 following a conference of national lighthouse authorities held in Scheveningen, Netherlands;</p> <p>NOTING that the International Association of Lighthouse Authorities was renamed the International Association of Marine Aids to Navigation and Lighthouse Authorities by its General Assembly in Hamburg, Germany in 1998;</p> <p>RECOGNISING the role of the International Association of Marine Aids to Navigation and Lighthouse Authorities in the improvement and continued harmonisation of marine aids to navigation for the safe, economic and efficient movement of vessels;</p> <p>IN FURTHERANCE of the provisions of, in particular Part XIV, of the United National Convention on the Law of the Sea and Chapter V of the International Convention for the Safety of Life at Sea 1974, as amended;</p> <p>CONSIDERING that the International Association of Marine Aids to Navigation and Lighthouse Authorities derives its status from French law; and</p> <p>CONSIDERING FURTHER that the improvement and harmonization of marine aids to navigation is best coordinated at the international level by one responsible international intergovernmental organisation;</p> <p>HAVE AGREED as follows:</p>
3	<p align="center">Article 1 Establishment</p>

	<ol style="list-style-type: none"> 1. The International Marine Aids to Navigation Association is hereby established as an international organization and shall be known as IALA. 2. Unless otherwise decided by the Council IALA shall have its seat in the vicinity of Paris, France. 3. The official languages of IALA shall be English and French. The working language of IALA shall be English. 4. The functions and operation of IALA shall be set forth in detail in the General Regulations, which are annexed to this Agreement but do not form an integral part thereof.
4	<p style="text-align: center;">Article 2 Aim</p> <ol style="list-style-type: none"> 1. IALA shall have a consultative and purely technical nature. 2. It shall be the aim of IALA, for the benefit of the maritime community and the protection of the environment, to: <ol style="list-style-type: none"> (a) foster the safe, economic and efficient movement of vessels through the improvement and harmonisation of aids to navigation worldwide and by other appropriate means; (b) bring together services and organisations concerned with the provision or maintenance of marine aids to navigation and allied activities at sea and on inland waterways; (c) promote access to technical cooperation on all matters related to development and transfer of expertise, science and technology in relation to marine aids to navigation. 3. For the purposes of this Agreement the term 'Marine Aid to Navigation ' means a device, system or service, external to a vessel, designed and operated to enhance safe and efficient navigation of individual vessels and/or vessel traffic.
5	<p style="text-align: center;">Article 3</p> <p>Membership Categories</p> <p>IALA shall be comprised of National Members, Affiliate Members, Associate Members, Industrial Members, Honorary Members and other Members.</p> <ol style="list-style-type: none"> 1. The Contracting Parties shall be National Members.

	<p>2. The General Regulations may make provision for:</p> <ul style="list-style-type: none"> (a) Affiliate membership; (b) Associate membership; (c) Industrial membership; (d) Honorary membership (e) Other membership. <p>3. Any National Member which is two years in arrears in making contributions required by the General Regulations shall be by decision of Council denied the rights and benefits conferred on National Members by this Agreement until such time as the outstanding contributions have been paid.</p> <p>4. No Member shall be liable, by reason of its status or participation in IALA, for acts, omissions or obligations of IALA.</p>
6	<p style="text-align: center;">Article 4 Structure of IALA</p> <p>1. IALA shall have as its principle organs the:</p> <ul style="list-style-type: none"> (a) General Assembly; (b) Council; (c) Secretariat. <p>2 Other subsidiary organs may be established, if the Council so decides, as necessary to support IALA's activities.</p> <p>3. There shall be a President and Vice President of IALA elected in accordance with the General Regulations.</p>
7	<p style="text-align: center;">Article 5 The General Assembly</p> <p>1. The General Assembly is the primary decision-making body of IALA and shall:</p> <ul style="list-style-type: none"> (a) meet at intervals not exceeding five (5) years in ordinary session, or otherwise as decided upon being convened by order of the Council, and be governed by the rules of procedure established in the General Regulations;

	<ul style="list-style-type: none"> (b) set the policy framework for IALA; (c) make decisions on general issues of a technical, financial or administrative nature submitted by Council or the Secretariat,; (d) elect the members of Council in accordance with the General Regulations. <p>2. Each Member from each membership category may attend each General Assembly.</p> <p>3. Only National Members have voting rights in the General Assembly, and each National Member shall:</p> <ul style="list-style-type: none"> (a) have one vote; and (b) designate one of its delegates, who should be the head of a national authority legally responsible for the provision, maintenance or operation of marine aids to navigation, as its principal delegate at the General Assembly. <p>4. Rules on voting</p> <ul style="list-style-type: none"> (a) Except where otherwise specified, decisions of the General Assembly are taken on a simple majority of the votes cast. In the event of a tie vote, the President shall have a second, and deciding, vote. (b) The Council can decide as an emergency measure to carry out a postal [or electronic] vote. Decisions by this method require a two-thirds majority of National Members taking part in the vote.
8	<p style="text-align: center;">Article 6 The Council</p> <p>The Council is the executive organ of IALA and shall be responsible for directing the activities of IALA.</p> <p>1. The Council shall consist of up to twenty one (21) elected National Members and three (3) non-elected National Members.</p> <p>2. Elected councillors:</p> <ul style="list-style-type: none"> (a) shall be elected by ballot (b) will, so far as is possible, be drawn from different regions of the world;

	<p>3. Non-elected councillors will include:</p> <ul style="list-style-type: none"> (a) the National Member of the State in which the seat of IALA is located (“Host Nation”); (b) the National Member of the State in which the next General Assembly is to be held; (c) the National Member of the State in which the last General Assembly was held. <p>4. National Members at Council shall be represented by the head of a technical body responsible for the provision, maintenance or operation of marine aids to navigation of each National Member.</p> <p>5. The office of councillor is honorary.</p> <p>6. The Council shall meet at least annually and will operate in accordance with the General Regulations.</p> <p>7. The Council will, amongst other things:</p> <ul style="list-style-type: none"> (a) appoint a Secretary General to act as legal representative and Chief Executive of IALA; (b) determine the powers, responsibilities and terms of engagement of the Secretary General, including those necessary for the establishment and management of the Secretariat; (c) implement the policy of IALA as determined by the General Assembly; (d) establish Committees and other bodies as it deems necessary; (e) consider, and if required, approve the Recommendations, Guidelines, Manuals and submissions developed by Committees; (f) Approve amendments to the General Regulations.
9	<p style="text-align: center;">Article 7 Committees & Other Bodies</p> <p>1. Committees and other bodies may be established by the Council to support the endeavours of IALA and will operate in accordance with the General Regulations.</p>
10	<p style="text-align: center;">Article 8 Secretariat</p> <p>1. The permanent Secretariat of IALA shall be comprised of the Secretary General and such technical and administrative staff as may be required for the work of IALA.</p>

	<p>2. The staff of the Secretariat shall be appointed on terms and conditions determined by the Secretary General and shall under the leadership of the Secretary General:</p> <ul style="list-style-type: none"> (a) support the work and administration of IALA; (b) operate in accordance with the General Regulations. <p>3. In the performance of their duties the Secretariat shall not seek or receive instructions from any authority external to IALA. They shall refrain from any action which might adversely reflect on their position as international officers.</p>
11	<p style="text-align: center;">Article 9 Funding and Expenditure</p> <p>1. The financial resources necessary for the functioning of IALA shall be provided by:</p> <ul style="list-style-type: none"> (a) Membership contributions as determined in accordance with the General Regulations; (b) donations, bequests, grants, gifts and other sources permitted by law. <p>2. The budget and accounts of IALA shall be approved by Council.</p> <p>3. After Council's approval of the audited financial statements of IALA they shall be distributed to all Members within 3 months.</p>
12	<p style="text-align: center;">Article 10 Legal personality, privileges and immunities</p> <p>1. IALA shall have international and domestic legal personality and have the capacity to:</p> <ul style="list-style-type: none"> (a) contract; (b) acquire and dispose of immovable and movable property; and (c) institute and defence itself in proceedings. <p>2. Subject to the agreement of each National Member, IALA shall enjoy in the territory of the National Member such privileges and immunities as may be necessary for the fulfilment of its aim and for the exercise of its functions. IALA may cooperate with governments, organisations and other bodies, and conclude agreements with them.</p>

13	<p style="text-align: center;">Article 11 Amendments</p> <ol style="list-style-type: none"> 1. Any National Member may propose an amendment to this Agreement, in writing, to the Depository. 2. The Depository shall circulate the amendment proposal to all Members and the Secretary General at least six months in advance of its consideration by the General Assembly. 3. The proposed amendment shall be accepted by vote of the General Assembly upon a two-thirds majority of National Members present and voting. The Depository shall communicate any amendment so accepted to National Members and the Secretary General. 4. The amendment will enter into force for all Contracting Parties thirty days after two-thirds of the National Members have deposited their instruments of ratification, acceptance or approval of the amendment. 5. Any amendment to this Agreement that has not entered into force is null and void at the date of closing of the next General Assembly, unless the General Assembly decides otherwise.
14	<p style="text-align: center;">Article 12 Interpretation and Disputes</p> <p>Any question or dispute concerning the interpretation or application of the present Agreement arising between or amongst Contracting Parties which is not settled by negotiation or by the good offices of Council within twelve months of being raised shall be referred to an independent arbitrator appointed by the President of the International Court of Justice, unless the parties to the dispute agree upon another mode of settlement.</p>
15	<p style="text-align: center;">Article 13 Signature, Ratification and Accession</p> <ol style="list-style-type: none"> 1. This Agreement shall be open for signature at A Coruña, Spain, on 27th May 2014 and subsequently at the United Nations, from 1st June 2014 until 31st December 2014. 2. This Agreement is subject to ratification, acceptance or approval by the signatory States.

	<p>3. This Agreement shall be open for accession by any State which has not signed the Agreement from the day after the date on which the Agreement closes for signature.</p> <p>4. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depositary, who shall then notify each National Member and the Secretary General thereof.</p> <p>5. Ratification, acceptance, or approval of, or accession to, this Agreement shall be without reservation.</p>
16	<p style="text-align: center;">Article 14 Entry into force</p> <p>1. The present Agreement shall enter into force on the thirtieth day after the date of deposit of the fifteenth instrument, including that of the Host Nation, of ratification, acceptance, approval or accession.</p> <p>2. For each State ratifying, accepting, approving or acceding to the Agreement after its entry into force the Agreement shall enter into force on the thirtieth day after the deposit of its instrument of ratification, acceptance, approval or accession.</p>
17	<p style="text-align: center;">Article 15 Denunciations</p> <p>1. Upon the expiry of a period of five year after its entry into force, this Agreement may be denounced by any Contracting Party by giving at least twelve months written notice to the Depositary.</p> <p>2. The denunciation shall take effect on 31 December following the expiration of the notice and the Depositary shall inform the National Members and the Secretary General accordingly.</p>
18	<p style="text-align: center;">Article 16 Termination</p> <p>1. This Agreement may be terminated by decision of the General Assembly upon a two-thirds majority.</p> <p>2. The date of termination will be twelve months after the date of the above decision and in the intervening period the Council shall be responsible for distribution of IALA's assets in accordance with the General Regulations.</p>

19	<p style="text-align: center;">Article 17 Transitional Arrangements</p> <ol style="list-style-type: none"> 1. Upon the entry into force of this Agreement all national members of the International Association of Marine Aids to Navigation and Lighthouses Authorities, and who are not Contracting Parties, shall become Affiliate Members of IALA. 2. Upon the entry into force of this Agreement all parties holding financial, non-suspended status as an associate member or industrial member or other member of the International Association of Marine Aids to Navigation and Lighthouse Authorities, shall become Associate or Industrial or other Members of IALA in accordance with the General Regulations. 3. The Council of the International Association of Marine Aids to Navigation and Lighthouse Authorities shall become the transitional Council of IALA and will operate as such until the first General Assembly convened under this Agreement which must be within a period not exceeding five (5) years. 4. For the duration of the transitional Council Affiliate Members will be permitted to engage in the work of the Council for the benefit of IALA. 5. In the event that a State which has Affiliate membership becomes a Contracting Party the Affiliate membership will cease on the date on which the Agreement enters into force for that State. In the case of a Contracting Party having more than one Affiliate membership it may decide to retain Affiliate memberships in addition to its National membership. 6. Until a sufficient number of Contracting Parties become party to this Agreement, each number specified in Article 6.2 as a requirement for the number of Councillors may be applied flexibly as decided by the General Assembly. 7. After entry into force of this Agreement the transitional Council shall initiate negotiations with the Council of the International Association of Marine Aids to Navigation and Lighthouse Authorities on the transfer of the latter's activities, funds, assets and liabilities to IALA. 8. Until such time as the Secretariat of IALA has been established the secretariat of the International Association of Marine Aids to Navigation and Lighthouse Authorities shall serve as and perform the functions of the Secretariat. The Secretary General of the International Association of Marine Aids to Navigation and Lighthouse Authorities shall serve as the Secretary General of IALA until the Council appoints the Secretary General in accordance with Article 6.

20	<p>IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed the present Agreement.</p> <p>DONE at A Coruña on May 2014 in the English and French languages, each text being equally authentic, the original of which shall be deposited in the archives of the United Nations. The United Nations shall transmit certified copied thereof to all the signatory and acceding Governments and to the President of the General Assembly.</p>

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