

Draft

SAIHC7-5.2D

ADMINISTRATIVE ARRANGEMENT

between

**THE MINISTER XXXXXXXXXXXX
OF XXXXXXXXXXXXXXXXXXXX**

and

XXXXXXXX

**IN THE FIELD OF HYDROGRAPHY AND
NAUTICAL CARTOGRAPHY**

THE MINISTER OF XXXXXXXX
and
THE OF XXXXXXXX

Hereafter referred to as THE PARTICIPANTS

Whereas the international convention of 1 November 1974 on the safety of life at sea, as amended (SOLAS convention) to which the two countries are parties, in particular regulations 2, 4 and 9 of Chapter V, which stipulate:

- The responsibility of contracting governments as regards broadcasting navigation warnings.
- That safe and accurate navigation is one of the essential factors for protecting the environment;
- The responsibility of contracting governments to publish, for their waters, nautical charts and publications that are as uniform as possible and meet the requirements of safe navigation.
- The commitment of contracting governments to coordinate their activities to the extent possible.

Recognizing the importance of establishing nautical charts from recent hydrographic surveys and supplying them to any interested party;

Aware of the need for cooperation in the areas of hydrography, oceanography and nautical cartography and wishing to coordinate their efforts in order to maximize navigation safety;

HAVE THEREFORE decided to continue their collaboration, strengthen common efforts as set forth in this document hereafter referred to as “this Arrangement”, and hereby agree as follows:

Article 1

1.1 Glossary of acronyms:

SOLAS CONVENTION

Convention for the Safety of Life at Sea.

IHO

International Hydrographic Organisation

IMO

International Maritime Organisation

MSI

Maritime Safety Information

1.2 Definitions

Nautical Chart

A nautical chart or nautical publication is a special-purpose chart or book, or a specially compiled database from which such a chart or book is derived, that is issued officially by or on the authority of a Government, authorized Hydrographic Office or other relevant government institution and is designed to meet the requirements of marine navigation (SOLAS Convention, Chapter V, Regulation 2).

Waters

The portion of the sea under national jurisdiction and for which an hydrographic office normally establishes nautical charts from original data.

Hydrography

Branch of applied sciences which deals with the measurement and description of the physical features of oceans, seas, coastal areas, lakes and rivers, as well as with the prediction of their evolution, for the primary purpose of safety of navigation and all other marines purposes and activities, including economic development, security and defence, scientific research, and environmental protection. (*definitions set by the I.H.O*). These activities include sealevel and tide measurement and analyses ; they contribute particularly to the improvement of mitigation on littoral (ICZM, environmental protection, tsunami warning system, etc...) and participate to the observing systems operated under the aegis of UNESCO / IOC.

Maritime Safety Information

All information intended for vessels, including, in addition to nautical information, any warnings that may affect safety at sea. Weather forecasts and distress signals are excluded from the scope of this administrative arrangement.

Force Majeure

This includes, but is not limited to, strikes, lockouts, riots, sabotage, acts of war or piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake, and delay caused by failure of power supplies or transport facilities.

Article 2

This Arrangement sets forth the cooperation between XXXX and XXXX in conducting hydrographic surveys and drawing up nautical charts and publications covering the waters of xxxxxx in accordance with standards in effect at the IHO.

Article 3

Under the terms of the administrative arrangement and subject to national laws and regulations and the availability of funds, personnel and other resources, the responsibilities and obligations of each party are defined as follows:

3.1 The XXXX HYDROGRAPHIC SERVICE (XXHO)

- 3.1.1 Publishes nautical charts and publications concerning the waters of xxxxxxx and meeting the obligations of the SOLAS Convention. The official charts of xxxxx co-published by the XXHO and the xxxxxx, shall include, in addition to the logos defined by IHO resolutions, the logo of xxxxx;
- 3.1.2 Shall update these documents based on information collected by the mariners and repeat surveys in the waters of xxxxx that the parties have performed or have had done.
- 3.1.3 May, at the request of the authorities of xxxxxx, perform hydrographic surveys.
- 3.1.4 Shall support and train hydrographers and cartographers xxxxxx in XXXX according to a protocol and terms to be established jointly between the xxxxx and the XXHO. This provision shall include the progressive transfer of skills in the area of hydrographic and nautical cartography to the xxxxx.

3.2 The xxxxxxx

- 3.2.1 Shall collect and promptly supply to the XXHO all necessary data required to perform paragraphs 1.1 and 1.2 of Article 3, and in particular, all information in its possession concerning nautical safety;
- 3.2.2 Shall inform the XXHO of all information relative to navigation safety and any plans for major modifications of port facilities and infrastructures;

3.3 Both Participants

- 3.3.1 Shall designate correspondents in charge of implementing the provisions of this Arrangement. The list of correspondents shall be updated each year;
- 3.3.2 Shall jointly perform a periodic evaluation (at least annually) of the quality of the nautical documentation of xxxxxx;
- 3.3.3 Shall check the accuracy of the nautical charts, publications and information published by both parties in order to make the hydrographic and nautical information available worldwide;
- 3.3.4 Shall, based on the work mentioned above, identify any survey and inspection work necessary and propose methods for performing same.
- 3.3.5 Shall determine which charts shall be published during the training session of xxxxx cartographers at the XXHO.
- 3.3.6 Shall jointly determine a new charting meeting national economic requirements and international navigation requirements.

Article 4

- 4.1. Each participant shall be responsible for the respective costs incurred by the provisions of Article 3 of this administrative arrangement for the organization, collection, diffusion, maintenance and circulation of the MSI.
- 4.2 The exchanges are considered to be a mutually beneficial service.
- 4.3 The xxxxxx, as a producing partner, shall not be required to pay to acquire the nautical charts drawn up under this administrative arrangement. However, the number of copies supplied shall take into account the requirements of xxxxxx.

Article 5

- 5.1. Both participants recognize and respect the proprietary nature of the intellectual property of all products, data and information belonging to the other participant.
- 5.2 Each data item shall contain a statement indicating the source of the data and that it is protected by copyright. The statement shall also indicate that the data cannot be reproduced without the prior written consent of the copyright holders.
- 5.3 The use of the data, products and information is limited to the use set forth in this Arrangement;

Article 6

- 6.1. Each participant is responsible for the content of the Maritime Safety Information (MSI) as defined in Article 1 (Definitions) of this Arrangement, the “necessary data” and “information” mentioned in Article 3, paragraphs 1.1, 2.1 and 2.2, as well as the updates provided under the terms of this Arrangement.
- 6.2. The Participants shall inform one another promptly of any new fact, claim or other matter of importance relative to this Arrangement.
- 6.3. Each participant may provide assistance to the other in settling disputes with third parties arising from this Arrangement, provided that such assistance does not result in it acting as a party in a proceeding where it has not been named. Such assistance expressly excludes any participation in the costs and expenses related to such disputes.

Article 7

- 7.1. This Arrangement shall take effect on the date of signature. It is entered into for a term of three (3) years, renewable by tacit renewal.
- 7.2. The information exchanged under the terms of this Arrangement shall be treated with the level of protection and precaution required by the disclosing party.
- 7.3. Neither participant shall be held responsible for delays or default in the performance of the obligations arising from this Arrangement if these delays or defaults are caused by “Force Majeure”. Under such circumstances, each party shall inform the other as quickly as possible of a potential delay or default. The participants shall then reach an agreement as to a reasonable time frame to perform their obligations under the circumstances.
- 7.4.
- 7.4.1 This Arrangement can be modified by mutual written consent of both participants ;
- 7.4.2 Each participant can terminate this Arrangement with twelve (12) months advance notice given in writing to the other participant. In order to enable third parties to continue using the data of the concerned Participant, the advance notice of termination must automatically be followed by discussions between the participants. The purpose of the discussions is to resolve to the extent possible any issues pending between the participants, in particular taking into account the requirements of navigation safety. The participants may ask that the discussions begin during the two months following the advance notice of termination in writing. In any case, the termination of this Arrangement does not release the Participants from the execution of the obligations contracted in the time of its application.
- 7.4.3 For documents co-published under the terms of this administrative arrangement, the XXHO cannot under any circumstances contract with a third party without the prior approval of the xxxxx, and the xxxxx cannot under any circumstances contract with a third party without the prior approval of the XXHO.
- 7.5. Any dispute arising from the interpretation or application of this administrative arrangement shall be settled exclusively by negotiations between the parties.

Drawn up in [... ..] on [... ..] , in two originals.

Signatures