



INDIAN OCEAN NAVAL SYMPOSIUM



CHARTER OF BUSINESS

(Draft, Monday, 04 July 2011)

The Navies of the Littoral States of the Indian Ocean

Considering the long-standing friendly relations between them

Desiring to promote new avenues of enhancing friendship and professional cooperation;

Recognising that this cooperation needs to be carried out in an effective and purposeful manner, on the basis of equality, reciprocity, and, mutual benefit.

Jointly Accept a regional forum to be designated the 'Indian Ocean Naval Symposium' (IONS), wherein the 'Chiefs of Navy' (*which term will hereinafter, in instances where there is no formally constituted 'Navy', automatically mean the head of the designated principal agency responsible for maritime security*) of all littoral nation states of the Indian Ocean (*which term will hereafter be taken to mean the water body named the "Indian Ocean" with limits as defined in the International Hydrographic Organisation Special Publication 23, entitled "Limits of Oceans and Seas"*) may regularly meet to promote measures and mechanisms of constructive engagement that bear upon issues of regional maritime security and cooperation in the maritime domain, and

Agree that the functioning of the IONS forum shall be governed by this

Charter of Business

Purpose

1. The 'Indian Ocean Naval Symposium' (IONS) is a voluntary initiative that seeks to increase maritime co-operation among navies of the littoral states of the Indian Ocean Region by providing an open and inclusive forum for discussion of regionally relevant maritime issues. IONS endeavours to generate a flow of information between naval professionals resulting in common understanding and agreements. *(In instances where there is no formally constituted 'Navy', the term 'navy' shall automatically mean the designated principal agency responsible for maritime security).*

Aim

2. The primary aim of IONS is to attain mutually beneficial outcomes within the Indian Ocean. These outcomes will be achieved through the cooperation of all members in determining remedies relevant to regional maritime security.

Objectives and Scope

3. The principal objectives envisaged for IONS are as follows:
 - 3.1. To promote a shared understanding of the maritime security issues facing the littoral nation states of the Indian Ocean and the formulation of strategies designed to enhance regional maritime security.
 - 3.2. To strengthen the capability of all littoral nation states of the Indian Ocean to address present and anticipated challenges to maritime security and stability.
 - 3.3. To establish a variety of multinational maritime cooperative strategies designed to mitigate maritime security concerns among members.
 - 3.4. To develop interoperability in terms of doctrines and procedures, so as to provide speedy, responsive, and effective Humanitarian Assistance and Disaster-Relief (HADR) throughout the Indian Ocean region.

Fundamental Principles

4. IONS will function in an open, inclusive, consultative, cooperative and consensual basis, and will uphold the following fundamental principles:

- 4.1. Equality. All members are to be treated equally.
- 4.2. Decisions on all matters and issues will be arrived at through a process of open voting and consensus-building amongst all Members. Each vote shall require a four fifths majority of those members present when the decision is made.
- 4.3. IONS will focus on multilateral solutions.
- 4.4. All members accept the principles of equality, cooperation and mutual benefit upon which this Charter is based.

Types and Criteria of Membership

5. IONS will have two categories of membership, namely, Members and Observers, as explained below:

- 5.1. Members.

- 5.1.1. A nation state with permanently held territory that abuts or lies within the Indian Ocean and which maintains a Navy or maritime agency and signs this Charter of Business, becomes a Member of IONS.

- 5.1.2. Members will promote and support the purpose, aim and objectives of IONS and demonstrate willingness to contribute constructively by engaging other Member and Observer Navies or maritime agencies.

- 5.2. Observers.

- 5.2.1. A Navy or maritime agency, which has been constituted by a nation state with permanently held territory that abuts or lies within the Indian Ocean, but which has not signed the IONS Charter of Business, could choose to attend all deliberations of IONS in the capacity of Observer.

- 5.2.2. A navy which has been constituted by a nation state without permanently held territory that abuts or lies within the Indian Ocean, but with significant strategic interest in the region, could

qualify as an Observer if it submits an application to the Secretariat of IONS for consideration at the next Symposium and has its application agreed by an open vote with a majority of four fifths of those members present when the decision is made.

- 5.2.3. Observers support and encourage the purpose, aim and objectives of IONS and demonstrate willingness to contribute constructively by engaging other Member and Observer countries.

Chairmanship

6. The Chair of IONS will be rotated every two years amongst Members, with consensus on the selection of the Chair reached through mutual consultation.

Secretariat

7. Unless mutually determined by a consensus achieved by mutual consultation the country chosen as the IONS Chair will also serve as the Secretariat. The Secretariat of IONS will rotate with the Chair.

Languages

8. English, French and Arabic will be the official languages of the IONS. Members and/or Observers are free to choose to transact any business related to the IONS in any of these languages.

Types of Activity and Frequency-of-Occurrence

9. An indicative (but not exhaustive) listing of the type of cooperative mechanisms and activities that are envisaged under the *aegis* of the IONS is as follows:

9.1. Conduct of the Indian Ocean Naval Symposium.

9.1.1. 'Indian Ocean Naval Symposiums' will be held once every two years and will comprise of an assembly of Members and Observers at the level of the Chiefs-of-Navy.

9.1.2. 'Conclave of Chiefs'. Each successive meeting of the 'Indian Ocean Naval Symposium' will incorporate a 'Conclave' of the Chiefs-of-Navy. Such 'Conclaves' may include Observers, provided that a

consensus in this regard is arrived at amongst the Members.

- 9.1.3. Before the end of each meeting of the 'Indian Ocean Naval Symposium', the Members will designate the 'host country' for the next two IONS Preparatory Workshops, as also for the next two 'Indian Ocean Naval Symposiums', and promulgate the tentative dates for the scheduling of these major events.
- 9.2. Conduct of 'IONS Preparatory Workshops'. In each intervening year between successive 'Indian Ocean Naval Symposiums', an 'IONS Preparatory Workshop' will be held, with Members and Observers both being represented at an appropriate level. The deliberations of the 'Workshops' will be aimed, *inter alia*, at drawing up the agenda for the next meeting of the 'Indian Ocean Naval Symposium'.
- 9.3. Conduct of 'IONS Seminars'. 'IONS Seminars' may be held as deemed appropriate by the Members, either in conjunction with or independent of meetings of IONS and/or 'IONS Preparatory Workshops'.
- 9.4. Planning and conduct of 'Concept-development' and associated 'table-top' and/or 'real-world' Exercises. These would have an especial focus on (although not limited to) Humanitarian Assistance and Disaster Relief, anti-piracy measures, the prevention of maritime crimes and acts of depredation other than piracy.
- 9.5. Other specialised maritime cooperation, but not limited to hydrographic survey, salvage, submarine rescue, search-and-rescue, and marine meteorology, may be discussed at IONS.

Responsibilities of Members and Observers

10. All Members and Observers of the IONS will have the following responsibilities:
 - 10.1. Nomination of a permanent 'Point-of-Contact' (POC) and timely notification to the IONS Secretariat of changes in this regard.
 - 10.2. Attendance at and support to the various activities and mechanisms designed to help the IONS achieve its aim and objectives.
 - 10.3. Presentation of papers and other contributions to the Workshops and Symposia, as appropriate.

- 10.4. Hosting a Workshop, Symposium, Seminar or Exercise as agreed upon by consensus of Members.

Financing of Activities

11. As a general principle:
 - 11.1. Attendees at the various activities organised under the IONS initiative would be required to pay for their travel to and from the host country, subsistence and local accommodation in the host country.
 - 11.2. The Host Navy would bear the costs of hospitality and in-country transportation commensurate with the guidelines provided by its government.
 - 11.3. These general principles will not preclude the provision of financial assistance by any Member or Observer that is willing and able to fund or underwrite a portion or all the expenses of one or more Member or Observer to attend or host any given activity or set of activities of the IONS.

Provision and Sharing of Information

12. The following stipulations will govern the provision and sharing of any information, regardless of form or type, including but not limited to that of a scientific, technical, business or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations and other graphical presentations, whether in magnetic tape, computer memory or any other form and whether or not subject to intellectual property rights or other legal protection between Members and/or Observers:
 - 12.1. The provision and sharing of information will occur on a voluntary and goodwill basis and in accordance with the respective national laws, regulations and policies of the navies concerned, without any obligation being placed upon any Member or Observer to disclose any information.
 - 12.2. The provision of information does not, by itself, transfer any proprietary rights in that information and does not affect the rights of the Member or Observer providing that information.

- 12.3. The Members and Observers will provide information only in accordance with their respective national laws, regulations and policies, including any relevant export controls. Members and Observers will provide information only if such provision does not infringe the rights of a third party.
- 12.4. Information provided may not be used by the receiving Members or Observers for any purposes other than that for which it was provided without the prior written consent of the providing Member or Observer.
- 12.5. The receiving Member or Observer will not sell, transfer title to, disclose or transfer possession of, any information without the prior written consent of the providing Member or Observer.
- 12.6. Members or Observers will take all appropriate lawful steps, which may include national classification, to keep information free from further disclosure (including requests under any legislative provisions), unless the providing Member or Observer consents to such disclosure. In the event of unauthorised disclosure, or if it becomes probable that the information may have to be further disclosed under any legislative provision, immediate notification will be given to the providing Member or Observer.
- 12.7. Members' and Observers' export-controlled information, if any, will be marked in accordance with the providing Members' or Observers' export control markings.
- 12.8. Only **UNCLASSIFIED** information may be transferred under this Charter.

Intellectual Property

13. Members and Observers will ensure that they respect one another's Intellectual Property Rights and take no action that might be construed as an infringement of these rights. However, any Member or Observer may, while providing/sharing information and/or material, stipulate such additional and/or more specific restrictive and/or prescriptive conditions relating to the protection of its Intellectual property rights as it deems appropriate. All such restrictive and/or prescriptive conditions will be respected by all Members and Observers.

Legal Status of Charter

14. This Charter is non-legally binding in international law and will not create any legal rights or obligations between the Members or Observers.

Settlement of Disputes

15. All Members and Observers will resolve any disputes arising from the interpretation or implementation of this Charter by consultation or negotiation and no dispute will be referred to any national or international tribunal or third party for settlement.

Amendments to the Charter of Business

16. Amendments to this Charter of Business may be proposed by any Member. However, the amendment will need to be acceptable to four fifths of all the Members represented at the Conclave of Chiefs, as determined by an open ballot.

Effective Date, Termination and Duration

17. This Charter will come into effect upon the signature of five signatories to the Charter. Other countries will become members on the date that they sign the Charter.
18. A Member or Observer may terminate their membership to this Charter by giving thirty (30) days written notice to the current IONS Chair. Termination by any member will not terminate this Charter. The members, by mutual consensus, may terminate this Charter at any time.
19. This Charter will be in operation for a period of ten (10) years unless terminated before that date by mutual determination.