



## **Indian Ocean Naval Symposium Working Groups Terms of Reference**

06 June 2016

### **1.0 Introduction**

1.1 The Indian Ocean Naval Symposium (IONS) Working Groups (IWGs) are established to progress capability building within specific maritime security challenges common to the member and observer nations of IONS.

1.2 The IWGs include the following groups:

- a. Humanitarian Assistance & Disaster Relief (HADR) IWG
- b. Maritime Security (MARSEC) IWG (Previously Counter Piracy IWG)
- c. Information Sharing and Interoperability (ISI) IWG

### **2.0 Objectives**

These Terms of Reference (ToR) are to provide guiding principles for IWGs. The objectives of the IWGs are to increase mutual understanding, trust and cooperation between participants, and progress practical outcomes.

### **3.0 Composition**

Membership of each IWG is voluntary, dependent upon each IONS member or observer's national interest. A minimum of five (5) nations, to a maximum of 15 nations per working group is required for the group to be effective. To allow participation from a range of maritime agencies, participants should fall between or include O-3 (Navy Lieutenant) to O-6 (Navy Captain) or equivalent ranks, and there

should be no more than two (2) representatives per member or observer nation attending the sessions of IWG.

#### **4.0 Chairmanship**

4.1 Each IWG will have two (2) volunteer IONS members as co-chairs, who will mutually share the responsibility of the IWG. Co-chairs may be One Star (1\*) or 06 Level rank is deemed appropriate.

4.2 IWG chairmanship will run for two (2) years concurrently with the IONS chairmanship. At the end of the tenure, IWGs will either conclude or be handed over to new co-chairs at Conclave. One or both co-chairs may continue chairing the IWG past the two (2) year tenure if agreed by Conclave.

#### **4.3 Chairmanship Responsibilities**

The co-chairs of each IWG are to ensure the following:

4.3.1 A minimum of one (01) workshop is held each calendar year.

4.3.2 An IWG report is tabled and presented at the Conclave of Chiefs. The report may contain tangible outcomes (e.g resolutions to be adopted, recommended academic/seabased programs, SOP/Guidelines etc).

4.3.3 Hosting a workshop will include the host nation providing in-country transportation and hospitality to participants.

4.3.4 Other government or non-government subject matter experts may be invited to participate in an IWG (for example as guest speakers).

4.3.5 Agendas and summary records of each workshop are to be prepared and distributed to all IONS members and observers.

4.3.6 Handovers are conducted to the newly appointed co-chairs at the end of two (2) year tenure, should the IWG be continued.

**Note:** Correspondence to member and observer nations can be assisted by the IONS Secretariat.

#### **5.0 Sharing of Information (excerpted from IONS Charter of Business)**

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:

5.1 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.

5.2 The provision of information will not, by itself, transfer any proprietary rights to that information and will not affect the rights of the Member or Observer providing the information.

5.3 The receiving Members or Observers will not sell, transfer title to, disclose or transfer possession of, any information, without the prior written consent of the providing Members or Observers.

## **6.0 Legal Considerations**

6.1 The ToR is not an agreement binding under international law, nor do they establish legally binding commitments or obligations on members or observers.

6.2 These ToR do not establish legally binding commitments or obligations on members or observers. The ToR does not create any rights, duties, or responsibilities enforceable against any person or entity in any tribunal, court of law or equity, or before any Third Party.

## **7.0 Review**

7.1 Members and observers may forward any recommendations for ToR modification or changes to the IONS Chair for review and decision.

7.2 The IONS Chair will review these ToR as necessary, and in consultation with IONS members and observers, for approval by the Conclave of Chiefs.