



NW European Shelf Operational Oceanographic System

## Memorandum of Understanding

To create a

## North West European Shelf Operational Oceanographic System

# NOOS

### Document History

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### Introduction

EuroGOOS is an association, founded in 1994, whose member agencies seek to foster European co-operation and participation in the Global Ocean Observing System (GOOS). EuroGOOS is established with full recognition of the importance of existing systems in research and operational oceanography in Europe at national and European scale.

Each sea area of interest to EuroGOOS has a regional Task Team. One of these Task Teams is the North West European Shelf Task Team (NWSTT). The NWSTT has decided to aim for a North West European Shelf Operational Oceanographic System.

### Preamble

The Parties are organisations in Sweden, Norway, Denmark, Germany, The Netherlands, Belgium, France, United Kingdom and Ireland engaged in national operational oceanographic services, and who can take responsibility for operational oceanographic services, which shall support the protection of lives and properties and the promotion of the development of society. The Parties have entered into the Memorandum of Understanding stating the objectives for a formalised co-operation within the field of operational oceanography infrastructure. In order to make this co-operation possible and to fulfil its objective the Parties will agree upon activities to be performed within the co-operation.

## 1. Objectives

1.1 The goals and objectives of NOOS are to:

- Co-ordinate, improve and harmonise the development of operational marine data and information services.
- Provide analysis, forecasts, and model-based products describing the marine condition of the North West European Shelf area
- Provide high quality data and long time series required to advance scientific understanding of the NW European Shelf seas.
- Co-operate with national agencies and multi-national organisations (e.g. ICES, OSPAR) in the NWS area to maximise the efficiency of the ocean observing system, and to maximise the value of the information products
- Co-operate with other regional EuroGOOS activities, developing a common approach where possible.
- Develop NOOS pursuant to the GOOS Principles
- Increase the quality of and harmonise user oriented operational products

- Decrease the production costs of public products and services by sharing the workload
- Identify new customers for operational oceanographic products
- Further develop the market for operational oceanographic products

1.2 The scope of co-operative activities extends to areas such as:

- Observations and forecasting
- Data (and product) management
- Research
- Product development
- Co-production by Co-operation
- Education & Training
- Promotion to other organisations

1.3 NOOS will not take over activities bound to OSPAR, the EEA or in the framework of the WFD (Water Framework Directive).

1.4 To fulfil its objectives, co-operative projects shall be established making use of the expertise and facilities of the members through an appropriate sharing of tasks and resources.

1.5 Activities conducted within this co-operation do not preclude similar activities being conducted by one Party independently or in bilateral or multilateral co-operation.

## **2. Document Structure**

2.1 This Memorandum of Understanding establishes the general principles of the co-operation, fields of co-operation, starting and running of projects, decision-making as well as general funding principles.

2.2 A Special Agreement shall be drawn up and signed by the participants for each separate project. This Special Agreement shall state the objective and purpose of the project, the participants, and their tasks, deliverables, personnel and financing. The general financing principles are established in sub-paragraphs 7.1 and 7.2 of this Memorandum of Understanding.

2.3 Should contradictions occur between the Memorandum of Understanding and the Special Agreement covering the project, the stipulations of the Special Agreements shall prevail.

## **3. Membership**

3.1 NOOS members will be organisations engaged in national operational oceanographic services, willing to advance NOOS in their country and actively contribute to fulfilling the objectives of NOOS.

3.2 NW European shelf research institutions, non-governmental organisations and multi-national organisations may, provided that they have aims and objectives consistent with this MoU, be invited to become Associate Members at the discretion of the Parties.

3.3 The initial list of Members will be organisations listed in Appendix 1 invited to sign this MoU.

3.4 The initial list of Associate Members will be organisations listed in Appendix 2 invited to sign this MoU.

## **4. Annual Meeting**

4.1 NOOS will hold regular yearly meetings (called Annual Meetings) in order to define the overall policy of NOOS, review the progress of ongoing projects and suggest new initiatives.

- 4.2 Decisions of the Annual Meeting will be taken by one representative per full member institution and will be based on consensus.
- 4.3 Associate members can participate in the Annual Meeting, but have no right to vote.
- 4.4 The Annual Meeting shall:
- Review progress of ongoing activities
  - Decide on new projects
  - Decide on activities related to other frameworks outside this co-operation
  - Appoint the NOOS steering group consisting of chair and four members, who will serve for four years. Elections will take place every second year (chairman and two steering group members are appointed together at the same election, two steering group members appointed together at the election two years later). They will be eligible for re-appointment.
- 4.5 The Annual Meeting, acting unanimously may decide to invite other organisations to be a Signatory to the Memorandum of Understanding, or to become associate members.

Accordingly Appendix 1 or Appendix 2 will be revised, to include the new signatories.

## **5. Steering Group**

- 5.1 The Steering group will meet as necessary.
- 5.2 The Steering Group shall:
- Execute the decisions of the Annual Meeting
  - Prepare matters for Annual Meeting and make an annual report with relevant background material about each running project.
  - Prepare co-operative plans and propose activities to the Annual Meeting
  - Propose activities related to other frameworks outside this co-operation
  - Call for additional member meetings if necessary
- 5.3 The chairman, or the Steering group member he/she appoints, shall represent NOOS in EuroGOOS and other relevant bodies.

## **6. Projects**

- 6.1 The NOOS co-operation is realised through development and production activities - called Projects.
- 6.2 All members have the right to participate in a project. Other organisations or separate entities not being Party to this Memorandum of Understanding may be invited to participate in a specified project.
- 6.3 Members shall have the right to become participants during the execution of a Project or have the right of access to the results or products of the project. They may, however, be requested to provide compensation on the level defined by the original participants for the expenses incurred in the Project prior to the date of their entry.
- 6.4 The project team shall be responsible for the decided activities. The team shall be composed of experts designated by each of the participating organisations.
- 6.5 The project team shall appoint a project manager on terms to be agreed, including terms for termination of the project or termination of the appointment.

- 6.6 The project manager is responsible for the conduct of the project in compliance with assigned objectives and within resources allocated. In his/her capacity, the manager shall:
- Prepare the project plan
  - Direct and monitor the activities
  - Assess progress, quality and schedule objectives
  - Alert the Steering Group to any significant deviation from the baseline and propose solutions
  - Report to the Steering Group in progress reports.
  - On request of the Steering Group make a report concerning the project status related to the undertaking outlined in the project plan.

## **7. Financing and Intellectual Property Rights**

- 7.1 Each member that participates in a project shall carry its own costs related to the project.
- 7.2 Whenever possible external funding shall be pursued.
- 7.3 All intellectual property rights in products resulting from Projects will be and remain the property of the originating NOOS Members. The participants will at all times take all reasonable steps to prevent damage to or infringement of NOOS Members' intellectual property rights. Each participant will inform all members immediately that it becomes aware of actual or potential infringement of the aforementioned intellectual property rights.

## **8. Entry into force, duration**

- 8.1 This Memorandum of Understanding enters into force for its signatories once it has been signed by at least two organisations from different countries. After that it enters into force at the time of signature for each successive signatory.
- 8.2 The Memorandum of Understanding is valid for an indefinite period, but may be revised by the Annual Meeting.
- 8.3 The Annual Meeting acting unanimously may decide to terminate the Memorandum of Understanding. In such circumstances the Annual Meeting decides the appropriate arrangements concerning running project and common assets.

## **9. Withdrawal**

- 9.1 A Party to this Memorandum of Understanding may withdraw from this co-operation by giving at least six months notice to the Steering Group. The withdrawal takes effect on 31 December of the year when the withdrawal was notified.
- 9.2 The Party wishing to withdraw from the co-operation in accordance with Sub-paragraph 9.1, above, remains liable for commitments made prior to the withdrawal unless otherwise agreed by the remaining Parties.
- 9.3 Any project may set specific conditions for withdrawal of a participant from the project.
- 9.4 A Party may withdraw from NOOS, or from a Project as defined in Article 6, or may request that the terms of the participation in NOOS or in any project shall be changed or re-negotiated if the Terms of Reference, Charter, or Mission of its Agency is changed so as to make continued participation on the original terms legally impossible.

## **10. New Participants**

- 10.1 The Annual Meeting, acting unanimously may decide to invite other organisations to be a Party to this Memorandum of Understanding.