

Iberia -Biscay- Ireland Regional Operational Oceanography System (**IBI-ROOS**)

AGREEMENT

in support of Sustainable development Marine State Assessment and Risks Management

The IBI-ROOS Memorandum of Understanding

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This Memorandum of Understanding (hereinafter referred to as the IBI-ROOS MoU) stands for an agreement for the further implementation and maintenance of the existing operational monitoring and forecasting network in the IBI-ROOS area.

IBI-ROOS is a partnership agreement whose partners will cooperate with the aim to reach the following goals:

1. consolidate the operational observational/modelling system in the IBI-ROOS area
2. demonstrate the usage of the marine environmental prediction system for integrated management of open ocean and coastal marine areas

IBI-ROOS MoU is based on the IBI-ROOS Strategic Plan (Annex II).

IBI-ROOS takes into account the experience and know-how arising out of the existing operational and pre-operational systems at different levels (MERCATOR, CORIOLIS, ESEOO, PREVIMER, MERSEA, CERSAT,...).

By signing the MoU the partners involved in IBI-ROOS, agree to co-operate in promoting and developing the operational oceanography network in the IBI-ROOS area.

Objectives of IBI-ROOS

Partners of IBI-ROOS are willing to co-operate for expansion of the concerted monitoring and forecasting systems with the following objectives: Sustainable development, Marine State Assessment and Risks Management.

IBI-ROOS will contribute to planning and implementation of the operational network in the IBI-ROOS area, promoting the development of the scientific base, the technology and the information system for operational oceanography, promote the GOOS goals at regional levels for the benefits of the neighbouring countries.

IBI-ROOS specific objectives are to:

- consolidate and expand the concerted monitoring and forecasting systems
- improve and further establish services to meet the requirements of environmental and maritime user groups
- co-ordinate, improve and harmonise observation and information systems
- provide high quality data and long time series required to advance the scientific understanding of the IBI-ROOS area
- increase the quality of harmonised user-oriented operational products
- co-operate with national agencies and multi-national organisations (e.g. ICES, OSPAR) in the IBI-ROOS area to maximise the efficiency of the ocean observing system, and to maximise the value of the information products
- decrease the production costs of public products and services by sharing the workload
- identify new customers for operational oceanographic products
- further develop marketing applications for operational oceanographic products.

Activities

IBI-ROOS activities are defined in the IBI-ROOS Strategic plan added in annex 2 of the MoU. The Partners will also promote

- The EuroGOOS activities in the IBI-ROOS area
- The collaboration with other regional GOOS
- The collaboration, as appropriate with COOP, JCOMM and other bodies of IOC coordinating the operational oceanography worldwide
- The coordination between national programmes
- The coordination, as appropriate, with existing regional Conventions

For each co-operation activity, the Partners may agree to conclude an implementation agreement which be drawn up in a separate writing, to be signed by representatives of the Partners.

The hosting of students, post-doc or visiting researchers of a Partner by another one shall be organized through a Hosting Agreement.

The exchange of scientific and technical information, the exchange of biological material shall be performed according to written documentation between the Partners, defining their origin and their property, the information subject to confidentiality and utilization of such information or materials.

Common research programs will be detailed in specific Agreements and shall include the specific terms of that research program, including, but not limited to, the scope of work, contributions of the Partners, financial needs, ownership of results and Intellectual Property rules.

Partnership

IBI-ROOS Partners will be national organisations (authorities, agencies, institutes) willing to contribute to the monitoring and forecasting network and to its extension at the IBI-ROOS level and willing to advance IBI-ROOS in their country. The initial list of Partners will be the organisations listed in Annex I invited to sign this MoU. Participation of new Partners shall be approved by the Annual Meeting. Other organisations provided that they have aims and objectives consistent with this MoU, may be invited to become Observers at the discretion of the Partners.

IBI-ROOS Executive Bodies

The IBI-ROOS Partners will meet all together within the Executive Committee. They will appoint a Chairperson and a Steering Group for the annual meetings. The Chairperson and Steering Group will operate for four years, and will be responsible for all IBI-ROOS activities between Annual Meetings. They will be led by mutual agreement of the Partners.

Meetings

IBI-ROOS will hold regular yearly meetings (called Annual Meetings) in order to define the overall policy of IBI-ROOS, review the progress of ongoing activities and suggest new operational programmes. Decisions will be taken jointly by IBI-ROOS Partners at the Annual Meeting. Each Partner will appoint one representative for this Meeting. Each Partner will designate one delegate to participate in the Annual IBI-ROOS Meeting.

IBI-ROOS funding

Partners shall bear their own costs for attending meetings and participation in the activities of IBI-ROOS. Partners shall contribute to the costs of IBI-ROOS by contributions in kind to activities such as hosting meetings, organising workshops, ad hoc study groups or pilot projects, consulting services to national and multilateral bodies, providing for their own costs of communications, and other items as agreed upon by Partners at the Annual Meeting. IBI-ROOS will endeavour together to raise funding to support its activities and meetings.

Intellectual Property - Confidentiality

Any intellectual property right, information, knowledge, data, know-how, results held by each Partner prior to the conclusion of this Agreement shall remain its sole property. This provision shall also apply to any information, knowledge, results developed independently by each Partner or acquired, in whole or in part, during the performance of Research and Development Agreements that each Partner carries out with third Partners.

The Partners are not granted under the terms of this Agreement a license or a right of use, whether directly or indirectly, of any Industrial property right, know-how, Confidential Information or other proprietary right above-mentioned disclosed by the other Party.

Any result developed in the course of co-operative activities under this Agreement shall be the co-ownership of the Partners, according to their respective contributions when obtaining such results. The right of each Partner to use the results shall be subject to the confidentiality obligations hereinafter.

Each Partner's information disclosed to the other Partner under this Agreement shall be considered as "Confidential Information".

As used in this agreement, "Confidential Information" shall mean all data, strategies, knowledge, trade secrets, results and know-how disclosed or provided by one Partner to the other in accordance with article 1. Each Partner agrees to maintain in confidence and not to disclose any Confidential Information received from the other Partner to third parties without the prior written consent of the disclosing Partner.

The obligation of confidentiality set out in the precedent article shall not apply for information which:

- can be shown by the receiving Partner to have been in its possession prior to disclosure to it by the other Partner,
- at the time of disclosure is, or thereafter becomes, through no fault of the receiving Partner, part of the public domain by publication or otherwise,
- can be shown by the receiving Partner to have been legally received from a third Partner without restriction of disclosure,
- is independently developed by employees or agents of the receiving Partner who have not had access to the Confidential Information received from the other.

Publications of results

The Partners acknowledge the importance to each other of publishing results arising out of the performance of this MoU and which may have a scientific interest and agree to provide a draft of any proposed publication or other disclosure to the other at least thirty (30) days in advance of any submission for publication or other disclosure. The Partner receiving the request shall have a period of thirty (30) days from receipt to review the proposed publication or disclosure and may within that time request in writing that submission for publication or other disclosure be delayed in order to address confidential obligations as described in Article 5.

All publications shall mention the participation of the Partners in the research unless a Partner specifically requests not to be credited.

For internal purposes only, all research results or intellectual property arising from this Agreement will be available for research use only by a Partner.

The Partners will define on a case-by-case basis the conditions of commercial and industrial exploitation of the common results. Prior to any exploitation, a specific agreement will be entered into between the Partners so as to define the technical and financial conditions of exploitation of common results.

Duration - Withdrawal

This Memorandum of Understanding comes into force from the date of the last signature for a period of four years. It may be renewed by another Agreement.

A Partner to this Memorandum of Understanding may withdraw from this co-operation by giving at least six months notice to the IBI-ROOS Chairman. The withdrawal takes effect on the 1 January of the year following the year when the withdrawal was notified.

The Partner wishing to withdraw from the co-operation remain obliged to fulfill commitments made prior to the withdrawal unless otherwise agreed by the remaining Partners

Signatories to the IBI-Roos Memorandum of Understanding :

The agency (*name of the institute*)

Of (*country*)

Agrees to the IBI-Roos Memorandum of Understanding and wishes to participate

Signed

Date

**Name
Position**

ANNEX I The following agencies are invited to sign the IBI-ROOS Memorandum of Understanding :

AZTI, Spain

British Oceanographic Data Centre (BODC) , UK

Centre for Environment, Fisheries & Aquaculture Science (CEFAS) ,UK

Centro de Supercomputación de Galicia, Spain

Consellería de Medio Ambiente e Desenvolvemento Sostible, MeteoGalicia. Xunta de Galicia, Spain

Consejo Superior de Investigaciones Científicas (CSIC), Spain

Institut Français pour l'Exploitation de la MER (Ifremer) , France

Institut de recherche pour le développement (IRD), France

Instituto de Investigação das Pescas e do Mar (IPIMAR) , Portugal

Instituto de Meteorologia, Portugal

Instituto Español de Oceanografía (IEO), Spain

Instituto Hidrográfico, Portugal

Instituto Superior Técnico, Portugal

Instituto Tecnolóxico para o Control do Medio Mariño de Galicia (INTECMAR) Galicia, Spain.

Marine Institute, Ireland

Mercator Ocean , France

Météo-France, France

National Oceanography Centre, UK

Puertos Del Estado, Spain

Service Hydrographique et Océanographique de la Marine(SHOM), France

UK MetOffice, UK

Annex II

IBI-ROOS Strategic PLAN