

Baltic Operational Oceanographic System

BOOS

Memorandum of Understanding

Preamble

The Parties (BOOS Members) are organisations from the countries having their territories fully or partly in the Baltic Sea catchment area and who are engaged in 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 this Memorandum of Understanding (MoU) 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 objectives the Parties will agree upon activities to be performed within the cooperation.

1 Objectives

1.1 The goals and objectives of BOOS are to:

- Co-ordinate, harmonize and develop operational oceanographic observation, information and forecasting systems for the Baltic Sea,
- maintain real-time and near real-time exchange of observational data and forecasts among partners to increase the capability of the partners to do the best possible operational products serving societies,
- provide data and forecasts to protect the marine environment, conserve biodiversity and monitor climate change and variability,
- provide high quality data and long time-series required to advance the scientific understanding of the Baltic Sea,
- improve and further establish services to meet the requirements of environmental and maritime user groups,
- harmonize and increase the quality of user-oriented operational systems,
- optimize the production costs of public products and services by sharing the workload,
- co-operate with HELCOM and other relevant bodies with the aim to avoid duplication of work and to maximize mutual assistance,
- identify new users for operational oceanographic products,
- further develop the market for operational oceanographic products,
- develop BOOS pursuant to EuroGOOS and GOOS principles and
- promote BOOS members interests at pan-European scale through, e.g. EuroGOOS, and in-co-operation with other ROOSs.

1.2 The scope of co-operation activities extends to areas of operational oceanography such as:

- Observations,
- Data and product management,
- Research,
- Development and running of at least one high-resolution ocean model for the Baltic Sea,
- Product development,
- Service provision, and

- Education and training.

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

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

2 Document structure

2.1 This MoU establishes the general principles of the co-operation, fields of co-operation, starting and running of Programmes and Projects, decision making as well as general funding principles.

2.2 A Programme Agreement shall be drawn up and signed by the participants for each separate Programme. The Programme Agreement shall state the objective and purpose of the Programme, the participants, their tasks, deliverables, personnel and financing.

2.3 Should contradictions occur between the MoU and the Programme Agreement the general rules of BOOS MoU shall prevail whereas the issues pertaining only to the Programme in question shall be decided upon by that Programme.

3 Membership

3.1 BOOS Members will be operational oceanographic service providers willing to advance BOOS in their country and actively contribute to fulfilling the objectives of BOOS.

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

3.3 The General Assembly may decide to invite other organisations to be a BOOS Member to this MoU.

3.4 New BOOS Members, will subsequently sign a declaration that they accept the terms of this MoU. Each signed declaration will be attached to this MoU as a rider.

4 The General Assembly

4.1 BOOS will hold regular yearly meetings, the General Assembly, preferably in April or May each year in order to define the overall policy of BOOS, review the progress within the Programmes and on-going Projects and propose new initiatives.

4.2 If the Steering Group so decides or upon the request of minimum four BOOS Members, an extraordinary General Assembly shall be held, at the latest one month after such request. All BOOS Members shall be invited. The Agenda for the meeting shall be submitted to the Members at least three weeks before the meeting.

4.3 The BOOS Steering Group Chairperson chairs the General Assembly. The Chairperson shall be responsible for the minutes of the meeting. The minutes shall be circulated at the latest six weeks after the meeting thereafter it shall be signed by the BOOS Steering Group Chairperson.

4.4 At the General Assembly each Member shall have one vote and decisions are taken, by the Members present and voting: unanimously, with a two-thirds majority or simple majority in accordance with the stipulations below. Two-thirds of the Members constitute a quorum.

4.5 The General Assembly shall by unanimous decision:

- decide on amendments to this MoU,

- decide on the termination of this MoU, and
 - decide on the termination of a BOOS Member's Membership under a Programme.
- 4.6 The General Assembly shall decide on the following items with two-thirds majority:
- appoint the BOOS Steering Group Chairperson and five additional Steering Group members, according to 5.1, infra, for a period of 4 years, eligible for re-election one time.
 - decide to invite other organisations to be a Party (BOOS Member) to this MoU,
 - decide on new programmes under BOOS,
 - decide on a Programme Purpose,
 - decide on whether or not a Policy Advisory Committee (PAC), a Scientific Advisory Committee (SAC) and/or a Technical Advisory Committee (TAC) for the Programmes under BOOS shall be established,
 - if Advisory Committees are established, decide on the structure and members of the Advisory Committees, and
 - decide on activities related to other frameworks outside this co-operation.
- 4.7 The General Assembly shall decide on the following items with simple majority:
- election of a Programme Manager for programmes under BOOS; the candidates have to be announced by the Programme members to the BOOS Steering Group Chairperson 3 weeks before the General Assembly and the Manager is appointed for a period of 2 years, eligible for re-election 3 times, and
 - decide on initial participants of a Programme.
- 4.8 All other decisions by the General Assembly, deemed relevant by the Steering Group, shall require a simple majority.

5 Steering Group

- 5.1 The Steering Group shall consist of six persons from BOOS Members including the BOOS Steering Group Chairperson. Steering group members are appointed for 4 years. It should be avoided that the steering group is replaced completely at the same time. Steering group members are eligible for re-election only one time i.e. they may serve for a period of 8 years. Candidates for election must be announced to the BOOS Steering Group Chairperson 3 weeks before the General Assembly.
- 5.2 The Steering Group shall meet minimum twice a year or, additionally, upon the request from one BOOS Steering Group Member.
- 5.3 The Steering Group shall
- execute the decisions of the General Assembly,
 - prepare matters for the General Assembly and make an annual report with relevant background material about each running Programme,
 - prepare co-operation plans and propose activities to the General Assembly,
 - propose activities related to the other frameworks outside this co-operation,
 - decide on additional Member meetings if necessary, and
 - disseminate information to the BOOS Members to this MoU.
- 5.4 The Steering Group shall aim at unanimity when taking decisions. Should unanimity not be reached its' decisions shall be majority decisions where each member has one vote. Should the voting result in a tie the opinion of the BOOS Steering Group Chairperson shall prevail.
- 5.5 The BOOS Steering Group Chairperson or the Steering Group member he or she appoints in his or her place shall represent BOOS in EuroGOOS and other relevant bodies.

- 5.6 The BOOS Steering Group Chairperson shall at all times be responsible for keeping all the original documents related to BOOS and to transfer them when a new BOOS Steering Group Chairperson is elected.
- 5.7 The BOOS Steering Group Chairperson shall be responsible for planning and organising the BOOS General Assembly including setting up an agenda for the meeting.

6 Policy-, Scientific- and Technical Advisory Committees

- 6.1 Should the General Assembly so decide a Policy-, Scientific and/or Technical Advisory Committee may be established under BOOS (PAC, SAC and TAC, “the Committees”).
- 6.2 The purpose of the Committees should be to give advice within their areas of expertise to the Programmes and Projects under BOOS.
- 6.3 The members of the Committees should be experts in the, for the respective Advisory Committee, relevant areas of expertise.
- 6.4 Further details regarding the composition of the Committees shall be decided by the General Assembly.

7 Programmes

- 7.1 The BOOS co-operation is realized through development and production activities called Programmes. The Programmes may be divided into several Projects.
- 7.2 Programmes are established through decision at the General Assembly.
- 7.3 Initially BOOS shall have two Programmes:
- Operational Ocean Observations Programme, and
 - BOOS Modelling Programme.
- 7.4 It is mandatory for BOOS Members to participate in at least one Programme. Any BOOS Member that no longer participates in one of the Programmes is obliged to withdraw from BOOS.
- 7.5 New participants may have the right to become participants of a Programme and have the right of access to the results of the Programmes. They may be requested to provide compensation on the level defined by the Programme Board of the Programme in question for the expenses incurred in the Programmes till the date of their entry.
- 7.6 The structure and general rules of functioning of Programmes are defined in the Appendix to this MoU.

8 Data policy

- 8.1 Exchange of data and products between BOOS members ~~and associate members~~ shall, depending on the kind of data, follow the EuroGOOS Data Policy, the WMO Resolution 40 (CG-XII) or the WMO Resolution 25 (CG-XIII), IOC Oceanographic Data Exchange Policy (Resolution XXII-6), GEOSS Data Sharing Principles.

9 Financing

- 9.1 BOOS has no common budget. Each decision is, when required, accompanied by its own budget. The general principle is that each member carries its own costs.
- 9.2 Financial contributions to the Programmes under BOOS can be either general contributions or directed towards specific projects under a Programme. Financial contributions are decided by the General Assembly and executed by the Steering Group. Programme Budgets are decided by the Programmes. Project Budgets are decided by the Project Members after consulting the Programme Manager.

9.3 Whenever possible external funding shall be pursued. External funding is administrated according to the application and the rules of the funding organisation.

10 Entry into Force, duration

10.1 This version of MoU enters into force for its signatories after adoption of both initial Programmes of BOOS. By that the 2011 version of MoU is terminated and replaced by this MoU. After that it enters into force at the time of signature for each new BOOS Member.

10.2 This MoU is valid for an indefinite period, but may be revised by the General Assembly.

10.3 The General Assembly acting unanimously may decide to terminate the MoU. In such circumstances the General Assembly decides the appropriate arrangements concerning running Programmes and Projects and common assets.

11 Withdrawal

11.1 A Party to this MoU may withdraw from this co-operation by giving at least six months' notice to the BOOS Steering Group Chairperson. The withdrawal takes effect on the 1 January of the year following the year when the withdrawal was notified.

11.2 The BOOS Member wishing to withdraw from the co-operation in accordance with Sub-paragraph 11.1, supra, remains liable for commitments prior to the withdrawal unless otherwise agreed by the remaining BOOS Members.

11.3 A Programme Management may set or decide upon specific conditions for withdrawal of a participant from a Programme.

12 Language

12.1 The language of this agreement shall be English. The English version shall always prevail if this agreement should occur in translated versions and these versions have discrepancies compared to the English version.

13 Governing Law

13.1 This Agreement and all matters in connection therewith shall be subject to the laws of the Kingdom of Sweden without reference to its conflicts of laws principals.

14 Dispute Resolution

14.1 The parties involved shall do their outmost to resolve by negotiations any dispute that may arise in connection with this contract. In the event that it proves impossible to solve the dispute by negotiations, the dispute shall be brought to arbitration panel consisting of one sole arbitrator. The fact that a dispute has been brought to the arbitration court or referred to arbitration shall not relieve the parties of their obligations under this agreement.

14.2 The arbitrator shall be appointed by the Parties jointly within thirty (30) days from the date the party demanding arbitration has communicated with the other party. Should the Parties fail to agree on the arbitrator within the time stipulated above any of the Parties may send a written communication to the Swedish Bar Association arbitrator making a request that an arbitrator shall be appointed.

14.3 The arbitration proceedings shall be held in Stockholm in accordance with the rules of the Arbitration Institute at the Stockholm Chamber of Commerce.

This agreement has been executed in one original for each original Signatory.

Date

Signatures

Appendix

The structure and general rules of functioning of Programmes

The BOOS co-operation is realized through development and production activities called Programmes. The Programmes may be divided into several Projects.

1. Programmes are established through decision at the General Assembly.
2. Programme Manager is appointed by the BOOS General Assembly
3. Members of a Programme may at the Programme Annual Meeting decide to invite new parties to the programme, Programme Members or entities not eligible to become Programme Members to be Associate Members.
4. A Programme Member shall be an operational oceanographic service provider willing to advance the Programme in their country and actively contribute to fulfilling the objectives of the Programme.
5. An Associate Member shall be a research institution, non-governmental organisation or multi-national organisation that is not considered as operational, provided that it has aims and objectives consistent with the Programme and is located in or has members from riparian states of the Baltic Sea.
6. The managing body of a Programme shall be the Programme Board. A Programme Board shall be chaired by the Programme Manager and is responsible for the decided activities in each Programme. The Programme Board shall be composed as decided at the Annual Meeting, except for the Programme Manager who is appointed by the BOOS General Assembly, of experts designated by the Programme Members. The Programme Board shall execute the decisions made by the Programme Members at the Annual Meeting in relation to the Programme, including financial matters within the budget and matters concerning Intellectual Property Rights of the Programme and its decisions in relation hereto shall be included in the Programme Plan. The Programme Board may also invite Temporary Members to participate in a Project.
7. Temporary Members are either entities not being eligible to become Members or Associate Members or entities only interested in participating in a specific project.
8. The Programme Manager, who is appointed by the General Assembly of BOOS, is responsible for the execution of the Programme in compliance with assigned objectives and within the resources allocated. In his/her capacity the Programme Manager shall:
 - prepare the Programme Plan, including the Programme Budget,
 - direct and monitor the activities in the Programme and supervise underlying Projects,
 - assess progress, quality and schedule objectives,
 - alert the Steering Group to any significant deviation from the Programme Purpose and propose solutions,
 - report to the Steering Group in progress reports at least once in between Annual Meetings,
 - prepare an annual report to be presented at the General Assembly and at the Annual Meeting,
 - on request from the Steering Group make a report concerning the Programme or Project status related to the undertaking outlined in the Programme Plan,
 - plan and organise the Annual Meeting including setting up an agenda for the meeting,
 - be the official representative and contact person of the Programme, and

- at all times be responsible for keeping all the original documents related to the Programme and to transfer them when a new Programme Manager is elected.
9. Should the Annual Meeting so decide a Policy-, Scientific and/or Technical Advisory Committee may be established under the Programme in question.