



Baltic Operational Oceanographic System

BOOS

Memorandum of Understanding

Preamble

The Parties are organisations in Sweden, Finland, Russia, Estonia, Latvia, Lithuania, Poland, Germany and Denmark engaged in national operational oceanographic services. The Parties shall be those taking 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 objectives the Parties will agree upon activities to be performed within the co-operation.

1. Objectives

1.1 The goals and objectives of BOOS are to:

- improve and further establish services to meet the requirements of environmental and maritime user groups
- co-ordinate, improve and harmonise observation and information systems
- increase the quality of and harmonise user-oriented operational products
- decrease 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 maximise mutual assistance
- identify new customers for operational oceanographic products
- further develop the market for operational oceanographic products
- develop BOOS pursuant to the GOOS Principles
- provide high quality data and long time series required to advance the scientific understanding of the Baltic Sea.
- provide data and forecasts to protect the marine environment, conserve biodiversity, and monitor climate change and variability.

- 1.2 The scope of co-operative activities extends to areas such as
- Observations
 - Data (and product) management
 - Research
 - Product development
 - Production
 - Education & Training
- 1.3 To fulfil its objectives, co-operation 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 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, their tasks, deliverables, personnel and financing.
- 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 BOOS members will be organisations (authorities, agencies, institutes) willing to advance BOOS in their country and actively contribute to fulfilling the objectives of BOOS.
- 3.2 Baltic 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 Parties 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 BOOS will hold regular yearly meetings (called Annual Meetings) in May in order to define the overall policy of BOOS, review the progress of ongoing projects and suggest new initiatives.
- 4.2 At the Annual Meeting each Party has one vote and decisions are taken on a consensus basis.
- 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, including project leader, and initial project members and project plan
 - decide on activities related to other frameworks outside this co-operation
 - appoint the BOOS chairman and five steering group 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, three steering group members appointed together at the election two years later). Steering group members is eligible for re-appointment only one time i.e. they can serve for a period of 8 years. Candidates for election must be announced to the BOOS chair 1 week before annual meeting.

5. Plenary Meeting

- 5.1 If the Steering Group so decides or upon the request of four members, a Plenary Meeting shall be held. All members and associate members shall be invited. Decisions shall be taken unanimously by one representative per present member.
- 5.2 The Chairman is responsible for invitation to and preparation of a Plenary Meeting.

6. Steering Group

- 6.1 The Steering group will meet once a year or upon the request from one Party.
- 6.2 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-operation plans and propose activities to the Annual Meeting
 - propose activities related to other frameworks outside this co-operation
 - decide on additional member meetings when necessary
- 6.3 The Chairman, or the Steering group member he appoints in his place, shall represent BOOS in EuroGOOS and other relevant bodies.

6.4 The decisions within the Steering Group shall be majority decisions where each member has one vote. Should the voting result in a tie the opinion of the Chairman shall prevail.

7. Projects

7.1 The BOOS co-operation is realised through development and production activities - called Projects.

7.2 Projects are established by the Annual Meeting or at Plenary Meetings.

7.3 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 after a decision by the Annual Meeting.

7.4 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 till the date of their entry.

7.5 A project team shall be responsible for the decided activities. The team shall be composed of experts designated by each of the participating organisations. Decisions on the execution, finances and Intellectual Property Rights concerning a Project shall be taken by the project team and be based on consensus.

7.6 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.
- the project manager shall on request of Steering Group make a report concerning the project status related to the undertaking outlined in the project plan.

8. Data policy

8.1 Exchange of data and products between BOOS members shall, depending of the kind of data, follow the EuroGOOS Data Policy or the WMO Resolutions 40 or 25.

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 PROJECT budgets are decided by the Project Team

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

10. Entry into force, duration

10.1 This Memorandum of Understanding enters into force for its signatories once it has been signed by at least two organisations. After that it enters into force at the time of signature for each successive signatories.

10.2 The Memorandum of Understanding is valid for an indefinite period, but may be revised by the Annual Meeting.

10.3 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.

11. Withdrawal

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

11.2 The Party wishing to withdraw from the co-operation in accordance with Sub-paragraph 11.1, above, remains liable for commitments made prior to the withdrawal unless otherwise agreed by the remaining Parties.

11.3 Any project may set specific conditions for withdrawal of a participant from the project.

12. New Participants

12.1 The Annual Meeting, acting unanimously may decide to invite other organisations to be a Party or Associate Member to this Memorandum of Understanding.

Signatories to the BOOS Memorandum of Understanding

Institution	Signature	Name (please print)
Bundesamt für Seeschifffahrt und Hydrographie, Germany		
Centre of Marine Research, Lithuania		
Danish Meteorological Institute, Denmark		
Marine Systems Institute, Estonia		
Finnish Institute of Marine Research, Finland		
Finnish Environmental Institute, Finland		
Institute of Meteorology and Water Management, Poland		
Institute of Oceanology, Poland		
Institute für Ostseeforschung Warnemünde, Germany		
Latvian Hydrometeorological Agency, Latvia		
Maritime Institute, Poland		
National Environmental Research Institute, Denmark		
North-West Regional Administration for Hydrometeorology and Environmental Monitoring, Russia		
Royal Danish Administration of Navigation and Hydrography, Denmark		
Swedish Meteorological and Hydrological Institute, Sweden		
University of Latvia, Latvia		
University of Gdansk, Institute of Oceanography		

Associate Member signatories to the BOOS Memorandum of Understanding

Institution	Signature	Name (please print)
Russian State Hydrometeorological University, Russia		
GKSS Research Center, Institute of Coastal Research		
Klaipeda University, Coastal Research and Planning Institute		