

**Memorandum of Understanding
between
The Helsinki Commission
and
The International Council for the Exploration of the Sea**

RECOGNISING that the Helsinki Commission - Baltic Marine Environment Protection Commission ("HELCOM")

- a. has functions under the 1974 Convention on the Protection of the Marine Environment of the Baltic Sea Area, as well as the 1992 Convention, signed in Helsinki on 9 April 1992;
- b. is responsible for preventing and eliminating pollution in order to promote the ecological restoration of the Baltic Sea Area and the preservation of its ecological balance;
- c. seeks, when appropriate, the services of competent regional and other international organisations to collaborate in scientific and technological research as well as other relevant activities pertinent to the objectives of the Convention.

RECOGNISING that the International Council for the Exploration of the Sea ("ICES")

- a. exists to promote and encourage research and investigations for the study of the sea, in particular in relation to its living resources;
- b. draws up the necessary programmes and organises such research and investigations as may appear necessary and publishes and disseminates the results of this work;
- c. seeks to establish and maintain working arrangements with other international organisations having related objectives;
- d. provides scientific information and advice to Member Country governments and the regulatory commissions with which cooperative relationships have been established.

RECOGNISING that both HELCOM and ICES are intergovernmental organizations which ensure the observance of the normal standards of public bodies in their work;

HELCOM and ICES have therefore reached the following understanding:

Provisions of scientific information and advice

1. The work covered under this Memorandum of Understanding should in particular be related to marine environmental matters within HELCOM.
2. ICES will provide scientific information and advice, which is independent and free from political influence, to HELCOM according to this Memorandum of Understanding.
3. ICES and HELCOM will consult regularly on ways in which cooperation between them can be further improved and extended. Further improvement may, as appropriate, include common meetings of subsidiary bodies or the establishment of joint subsidiary bodies, which would report to both organizations.
4. ICES will provide HELCOM with an annual report, provided at appropriate times during the year, containing scientific information and advice according to the principles of this Memorandum of Understanding. Any other relevant reports published by ICES will be made available to HELCOM.

The scientific information and advice will be presented at the annual meetings of appropriate HELCOM subsidiary bodies by the Chairmen of ICES Advisory Committees or their designate(s).

Procedures to agree on the ICES Work Programme Conducted for HELCOM

5. In each year there will be consultations between the Secretariats of HELCOM and ICES, based on the items proposed by HELCOM on the scientific information and advice to be provided in the following calendar year. The Executive Secretary of HELCOM will forward the requests from HELCOM to ICES, after checking with ICES whether the work would fit in the given frame of the HELCOM budget. These requests will be transmitted formally to ICES on a timely basis. These consultations will be completed at least 12 weeks before the date of the ICES Annual Science Conference (Statutory Meeting).
6. An ICES Work Programme will clearly specify:
 - a. the work on scientific information, which HELCOM requests ICES to carry out;
 - b. the payment that HELCOM will make to ICES in respect of that work;If necessary, a long-term programme can be developed by HELCOM in order to give ICES an outlook to future activities within the framework of HELCOM.
7. The Heads of Delegation meeting of HELCOM will formally adopt the Work Programme by adopting the budgetary allocations. This will occur by no later than March for that year's Work Programme.

Finance

8. As part of the consultations referred to in section 5, the ICES Secretariat will provide the HELCOM Secretariat with details of the proposed charges for providing this information and advice for the following year. The total to be paid in the subsequent calendar year will be the aggregate of two components
 - a. an amount in respect of scientific information and advice to be provided; and
 - b. an amount in respect of overheads;these amounts are calculated in accordance with the provisions in **Annex 1**.
9. On the basis of these proposed calculated charges HELCOM will agree the final Work Programme and, after adoption of the budget by HELCOM, the sum shall be paid to ICES in respect of the work to be carried out by ICES for HELCOM. The payment for each calendar year shall be made to ICES in two equal instalments on 30 June and 31 December.

General administrative arrangements

10. The schedule describing the above mentioned procedures is shown in **Annex 2**.
11. HELCOM will be invited to be represented in an observer capacity at the ICES Annual Science Conference (Statutory Meeting).
12.
 - a. ICES will be invited to be represented in an observer capacity at the annual meetings of HELCOM, the meetings of the Heads of Delegation at which requests for scientific advice from ICES are determined, and appropriate HELCOM subsidiary bodies.
 - b. the ICES Observer to the Heads of Delegation meeting of HELCOM will have reasonable discretion to agree, on behalf of ICES, to technical amendments to the content of the Work Programme.
13. ICES will report annually to the HELCOM Secretariat on its activities. The report will itemise the projects and their costs to which HELCOM has contributed. ICES will also provide HELCOM with reports of its Advisory Committee(s) and other documents relevant to HELCOM's work prepared or published by ICES.

14. HELCOM will provide ICES with documents and reports circulated prior to and as a result of its Annual Meetings which are relevant to the work of ICES.

The Memorandum of Understanding

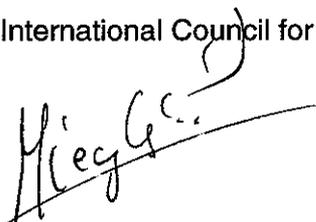
15. Either HELCOM or ICES may propose changes to this Memorandum of Understanding. Any such proposal will be made before the end of December. Any change will come into effect at the beginning of the calendar year after the change has been agreed by both ICES and HELCOM.
16. If any dispute should arise between HELCOM and ICES on the operation of this Memorandum of Understanding, both sides will make their best endeavour to resolve it, if necessary by the involvement of a mutually agreeable arbiter.
17. Either HELCOM or ICES may propose a withdrawal from this Memorandum of Understanding. Any such proposal will be made before the end of December, and will come into effect not earlier than 1 January after a full 12 calendar months have elapsed following the withdrawal having been decided by either ICES or HELCOM
18. Major changes in meeting schedules as indicated in Annex 2 should be notified to the other party as soon as possible. A new schedule should then be negotiated between the Secretariats of HELCOM and ICES.
19. This Memorandum of Understanding will enter into force following signature by both Parties.

Signed on behalf of the Helsinki Commission and the International Council for the Exploration of the Sea:

Date: 31 August 1999

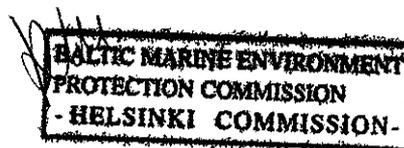


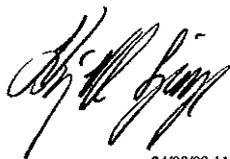
[Name]
President
International Council for
the Exploration of the Sea



[Name]
Executive Secretary
Helsinki Commission


INTERNATIONAL COUNCIL
FOR THE EXPLORATION OF THE SEA
Palaeogade 2-4 - DK-1261 Copenhagen K





ANNEX 1

Costs

The following costs incurred by ICES specifically for the purposes of the ICES Work Programme as approved by HELCOM may be included in the charges to HELCOM:

1. costs incurred by ICES (i.e. travel and *per diem*) related to meetings of its Advisory Committees in proportion to the time of these meetings spent on the HELCOM advice;
2. Secretariat staff salaries, including superannuation (with an indication of the number and grades of staff to be involved in the work) associated with work for
 - a) the Advisory Committee Meetings in proportion to the time of these meetings spent on the HELCOM advice;
 - b) and other relevant Study/Working Group Meetings in proportion relevant to the time of these meetings spent on the HELCOM advice;
3. travelling and subsistence costs of the Secretariat and Chairmen of ICES Advisory Committees (or their designates) or of ICES Secretariat staff in attending meetings of HELCOM's subsidiary bodies to present the scientific advice;
4. the cost of any work where ICES proposes to employ a consultant or contractor;
5. other current expenditure;
6. Overheads

The overhead costs will be calculated by means of an overhead percentage which is applied to the direct salary costs of each different activity mentioned in the ICES Work Programme. Overheads are based on the documented annual costs (e.g. invoices and payments) of running ICES Headquarters so that the Secretariat staff may legitimately carry out their duties.

The overhead percentage is calculated as the ratio between the total overhead costs and the total direct salary costs. Included in the overhead costs are the following items:

- a. capital cost of computing and other capital equipment;
- b. central financial and personnel administration;
- c. computer system support and maintenance;
- d. a fair share of the printing costs;
- e. rent of premises;
- f. office expenses including:
 - i) electricity
 - ii) heating
 - iii) watchmen, safety and security
 - iv) cleaning costs
 - v) maintenance costs (e.g. photocopier)
 - vi) consumables
 - vii) postage
 - viii) telephone and fax
 - ix) office equipment
 - x) insurance
 - xi) general office maintenance (e.g. painting)
 - xii) staff education and training

ANNEX 2

SCHEDULE

<p>YEAR 1 spring/early summer</p> <p>late summer</p> <p>late summer</p> <p>September/October</p>	<p>HELCOM elaborates draft requests for advice for Year 2 and HELCOM Executive Secretary forwards the draft requests to the General Secretary of ICES</p> <p>ICES provides proposed costs for HELCOM for Year 2 advice; and</p> <p>Consultation between ICES and HELCOM to agree that the sum to be budgeted fits in the budget frame of HELCOM for Year 2</p> <p>ICES translates requests from HELCOM into Council Resolutions containing Terms of Reference</p>
<p>YEAR 2 February</p> <p>around March</p> <p>spring</p> <p>30 June</p> <p>September/October</p> <p>31 December</p> <p>December/January</p>	<p>Consultations between ICES and HELCOM, with ICES providing and HELCOM reviewing costing spreadsheets for ICES expenditures in handling Year 1 requests</p> <p>HELCOM Commission meeting adopts the request for advice for Year 2 and agrees on budget including payment for Year 2</p> <p>ICES provides draft reports of joint ICES/HELCOM Steering Group meetings</p> <p>First instalment of annual payment by HELCOM to ICES for Year 2</p> <p>Extracts of the advice by ICES for Year 2 requests</p> <p>Second instalment of annual payment by HELCOM to ICES for Year 2</p> <p>ICES provides the full documentation of the response to HELCOM Work Programme in the appropriate Advisory Committee(s) report</p>