

OSPAR



Commission for the Protection of the Marine Environment
of the North-East Atlantic
*Commission pour la protection du milieu marin de
l'Atlantique du Nord-Est*

ICES CIEM



International Council for the Exploration of the Sea
Conseil International pour l'Exploration de la Mer

MEMORANDUM OF UNDERSTANDING BETWEEN THE OSPAR COMMISSION

AND

THE INTERNATIONAL COUNCIL FOR THE EXPLORATION OF THE SEA

RECOGNISING that the OSPAR Commission ("OSPAR")

- a. has functions under the Convention for the Protection of the Marine Environment of the North-East Atlantic ("OSPAR Convention"), signed in Paris on 22 September 1992;
- b. seeks, where appropriate, the advice or services of competent regional organisations and other competent international organisations and competent bodies with a view to incorporating the latest results of scientific research. The work should in particular be related to activities in accordance with Article 6 of the OSPAR Convention and Annex IV thereto

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;

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

RECOGNISING that after 10 years of its existence the Memorandum of Understanding between OSPAR and ICES needs updating, but that this should not prejudice further review or more substantial future changes in the light of the development of the European Marine Strategy.

OSPAR AND ICES have therefore reached the following revised understanding:

Scientific information and advice

1. ICES will provide scientific information and advice to OSPAR according to this Memorandum of Understanding. ICES and OSPAR will consult regularly on ways in which cooperation between them can be

further improved and extended. Further improvement may, as appropriate, also mean common activities, e.g. common meetings of subsidiary bodies of or even the establishment of joint subsidiary bodies.

Data handling

2. The ICES Secretariat will serve as data centre for data collected under the Co-ordinated Environmental Monitoring Programme ("CEMP") under the OSPAR Joint Assessment and Monitoring Programme ("JAMP"), such as:

- a. data on contaminants observed in the compartments waters, sediment and biota of the marine environment;
- b. data resulting from biological monitoring (including biological effects monitoring);
- c. data on nutrients and eutrophication effects resulting from the Eutrophication Monitoring Programme as part of the CEMP.

3. The ICES data centre will:

- a. receive monitoring data submitted by Contracting Parties under the CEMP in agreed formats;
- b. undertake, or provide facilities for, the validation of that data in cooperation with Contracting Parties concerned, and transfer that data onto suitable information-technology equipment provided by ICES;
- c. ensure appropriate and adequate access to relevant data along with any additional relevant information relating to its quality and comparability held by ICES;
- d. in accordance with OSPAR specifications and within time limits agreed with OSPAR, prepare data sets and products to be used by OSPAR for assessments and other products, for example in form of maps or tables, presenting the outputs of OSPAR assessments;
- e. ensure appropriate long-term access and archiving of significant datasets and data products as agreed with OSPAR.

4. OSPAR will:

- a. arrange, in accordance with the JAMP and in co-operation with the ICES Secretariat, for the appraisal of data submitted by Contracting Parties to ICES;
- b. keep ICES informed of all known assessments, including timelines and data handling requirements;
- c. provide specifications for data activities including specifications on data access, data validation, datasets and assessment data products;
- d. promote timely delivery by Contracting Parties of data in agreed formats;
- e. participate in development of cross-organisational data standardisation and data-product harmonisation.

5. For costs and data policy, the following arrangements apply:

- a. Where a data base is maintained exclusively for the work of OSPAR, OSPAR will be responsible for the costs (including a reasonable share of overheads) associated with that data base;
- b. Where a data base is maintained partly for work of OSPAR and partly for the work of ICES other than their assistance to OSPAR (including where ICES maintain the data base partly for another client), the costs (including a reasonable share of overheads) associated with that data base will be divided between the OSPAR and ICES in proportion to the agreed assessment of the extent of the use made of it for each purpose;
- c. Access to data submitted for the purposes of the JAMP will be given in accordance with OSPAR policy on data release (Appendix 3 to the OSPAR Rules of Procedure). For other purposes (quality assurance, data contributions, data use), the ICES data policy applies;
- d. Data products may be provided to third persons after adoption of the relevant products by OSPAR.

The ICES Work Programme

6. Each year there will be consultations between the Secretariats of OSPAR and ICES, based on the items proposed by the OSPAR Committees and their Working Groups on:

- a. the scientific information and advice to be provided, and;
- b. the data activities to be undertaken;

in the following calendar year. These consultations will be completed at least 10 weeks before the date of the annual meeting of OSPAR.

7. OSPAR will adopt, on the basis of these consultations, an ICES work programme which will clearly specify

- a. the work, both on scientific information and data handling, which OSPAR request ICES to carry out;
- b. the payment that the OSPAR will make to ICES in respect of that work.

A long term programme has been developed, and will be reviewed from time to time, by the OSPAR in order to give ICES an outlook those issues on which ICES advice or support might be sought, and areas where relevant general information developed through ICES science programmes would contribute to the work of OSPAR.

Finance

8. OSPAR will make a payment in each calendar year to ICES in respect of the work to be carried out by ICES for OSPAR. The total to be paid will be the aggregate of three components (calculation in accordance with the provisions in Annex 1):

- a. an amount in respect of scientific information and advice (calculated in accordance with the provisions in Annex 1);
- b. an amount in respect of data activities (calculated in accordance with the provisions in Annex 1);
- c. an amount in respect of overheads (calculated in accordance with the provisions in Annex 2).

9. As part of the consultations referred to in paragraph 4, the ICES secretariat will provide the OSPAR Secretariat with an estimate of the cost (excluding overheads) of each of:

- a. the elements of scientific information or advice to be provided, and;
- b. the data activities to be undertaken;

in the subsequent calendar year, broken down under the headings in Annex 1.

10. The payment for each calendar year will be made in four equal instalments on the first working day after 1 April, 1 July, 1 October and 1 December, subject to any special arrangements needed to deal with direct payments by OSPAR Contracting Parties to ICES.

General administrative arrangements

11. OSPAR will be invited to send an observer to the ICES Annual Science Conference and to Meetings of the ICES Advisory Committees.

12. a. ICES will be invited to send an observer to all meetings of OSPAR and of their relevant committees and working groups;
- b. ICES' observer to the annual meeting of OSPAR will have reasonable discretion to agree, on behalf of ICES, to amendments to ICES cost estimates.

13. ICES will report to each annual meeting of OSPAR on its activities. The report will itemise the projects and their costs to which OSPAR have contributed. ICES will also provide OSPAR with reports of its Advisory Committee on the Marine Environment and other reports and documents relevant to OSPAR's work prepared or published by ICES.

14. OSPAR will provide ICES with documents and reports circulated for their meetings and those of their committees and working groups which are relevant to the work of ICES.

The Memorandum of Understanding

15. If any dispute should arise between OSPAR and ICES about their mutual cooperation, both sides will endeavour to resolve it by agreement reached through consultation. If there is any difficulty in reaching such agreement, the Chairmen of OSPAR will nominate one person and the President of ICES will nominate another. The two persons so nominated will then invite a suitable third person, who is not employed by, or an office holder in, either OSPAR or ICES, to assist them on a honorary basis in considering the matter and making a recommendation for the resolution of the dispute.

16. Either OSPAR or ICES may propose a change to, or to withdraw from, this Memorandum of Understanding. Any such proposal will be made at least 10 weeks before the annual meeting of OSPAR, if proposed by ICES, or at least 10 weeks before the annual Statutory Meeting of ICES, if proposed by OSPAR. Any change will come into effect at the beginning of the calendar year after the change has been agreed by both ICES and OSPAR. Any withdrawal will come into effect one complete calendar year after the meeting in advance of which notice of the proposed withdrawal was given.

17. This revised Memorandum of Understanding will supersede the Memorandum of Understanding from 1995 on 1 January 2007. The Memorandum of Understanding reached in 1995 will continue to apply until 31 December 2006. However, Parties will endeavour to follow this revised Memorandum of Understanding from the time of signature.

ANNEX 1

Costs

The following costs specifically incurred by ICES for the purposes of the ICES Work Programme as approved by OSPAR are to be covered by a payment from OSPAR:

- a. costs incurred by ICES related to meetings of its Advisory Committees in proportion to the time of these meetings spent on the Work Programme;
- b. secretariat staff salaries, including superannuation, (with an indication of the number and grades of staff to be involved in the work);
- c. travelling and subsistence costs of the Secretariat and Chairmen of ICES' Advisory Committees (or their designates) in attending meetings of OSPAR's subsidiary bodies specifically for the purpose of the Work Programme;
- d. computing costs;
- e. the cost of any work where ICES proposes to employ a consultant or contractor;
- f. other current expenditure.

ANNEX 2

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.

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.

Signed on behalf of the OSPAR Commission:

Signed on behalf of ICES:



BOB DEKKER
Chairman of the OSPAR Commission



J.W. HORWOOD
President of ICES

Date:

Date: 27, 11, 2006