



United Nations Educational, Scientific and Cultural Organization
Organisation des Nations Unies pour l'éducation, la science et la culture

MEMORANDUM OF AGREEMENT
on
GENERAL COOPERATION

Between

and

**THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION**
Through its INTERGOVERNMENTAL
OCEANOGRAPHIC COMMISSION

**THE INTERNATIONAL ASSOCIATION
OF AQUATIC AND MARINE SCIENCE
LIBRARIES AND INFORMATION
CENTERS**

(Hereinafter called "UNESCO/IOC")

(Hereinafter called "IAMS LIC")

Now therefore, the parties hereby agree as follows:

Considering that one of the UNESCO/IOC mission is to promote international cooperation and to coordinate programmes in research, services and capacity-building, in order to learn more about the nature and resources of the ocean and coastal areas and to apply that knowledge for the improvement of management, sustainable development, the protection of the marine environment, and the decision-making processes of its Member States;

Bearing in mind that UNESCO/IOC collaborates with international organizations concerned with the work of the Intergovernmental Oceanographic Commission, and especially with those organizations of the United Nations system which are willing and prepared to contribute to the purpose and functions of the UNESCO/IOC and/or to seek advice and cooperation in the field of ocean and coastal area scientific research, related services and capacity-building;

Considering further that the International Association of Aquatic and Marine Science Libraries and Information Centers is a non-profit volunteer association of individuals and organizations incorporated in the State of Oregon, United States of America having an interest in library and information science, especially as these are applied to the recording, retrieval and dissemination of knowledge and information in all aspects of aquatic and marine sciences and their allied disciplines;

Convinced that joint work between the IOC of UNESCO through its International Oceanographic Data and Information Exchange (IODE) programme and IAMSLIC in the field of marine information management will be mutually beneficial to both parties and to the marine research community as a whole;

Taking into account the experience of the IAMSLIC membership as a stimulus to the rapid transfer of knowledge through twinning, networking and other linking arrangements;

Have agreed as follows:

I. Purpose

The purpose of this agreement is to strengthen cooperation between both organizations in the field of marine information management through (i) providing training and support to build human capacity related to marine information management; (ii) promoting networking of marine information managers; and (iii) promoting the capacity of libraries and information centres to disseminate and provide access to, marine scientific literature for the benefit of marine scientists and other relevant users.

II. Principles

The Parties enter into this Agreement following principles that are founded in respect, mutual goodwill, accord each other all reasonable cooperation and assistance as may be expected between institutions committed to the highest standards of scientific research, environmental protection and international cooperation.

III. Scope of cooperation

Under this agreement, it is hereby agreed that:

1. Contributions from IAMSLIC

- (i) IAMSLIC shall:
 - a. Promote cooperation of its membership in IOC/IODE's OceanTeacher by identifying resource persons who will contribute content and lecturers who will be able to provide classroom training within the framework of the OceanTeacher Academy;
 - b. Promote the activities of IOC/IODE's marine information management activities by inviting IOC/IODE to the IAMSLIC Annual Conference as well as meetings of its regional groups and include meeting sessions on topics relevant to the MoU;

- c. Establish and host an “ask an expert” service to assist marine librarians with expertise available within the IAMSILIC and IODE Marine Information Management communities.
- d. Include two IODE experts in the Aquatic Commons Board (ACB). The responsibility of this Board (ACB) is to guide the development of the Aquatic Commons digital repository for IAMSILIC. Specific tasks include identifying appropriate metadata standards, designing for maximum usability, identifying content, resolving interoperability issues, and managing public relations including future training needs. Although members of the ACB are appointed by the IAMSILIC Executive Board, any task forces or working groups may be independently constituted by the Aquatic Commons Board. The ACB is also responsible for identifying partners for content development and ongoing funding.

2. Contributions from UNESCO/IOC:

- (i) IOC shall:
 - a. Promote IAMSILIC to the IODE community through its “Ocean Data and Information Networks” (ODINs), web sites and publications;
 - b. Host the IAMSILIC Aquatic Commons e-repository on its servers located at the IOC Project Office for IODE, Oostende, Belgium within the terms of reference as attached in Annex I hereto;
 - c. Invite an IAMSILIC representative as an invited expert, to sessions of the IODE Group of Experts on Marine Information Management (GE-MIM);

3. Joint contributions:

- (i) UNESCO/IOC and IAMSILIC will organize, as appropriate, in the framework of this Agreement joint activities on questions of mutual interest, including *inter alia*:
 - a. training workshops and short courses on topics relating to the field of competence of both organizations;
 - b. exploratory investigations and pilot activities related to data publishing;
- (ii) UNESCO/IOC and IAMSILIC will exchange information within their respective areas of responsibility, including information on the implementation and effectiveness of programmes of mutual interest.

IV. Use of the names

Neither UNESCO/IOC nor IAMSILIC may use the other’s name to endorse or promote any activity outside the specific framework of this agreement without specific prior written permission.

V. Duration, modification and termination

This Agreement shall be in effect from the date of the last signature through **31 December 2013**.

This Memorandum of Understanding may be modified only by written agreement between the Parties.

This Agreement may be terminated by either party before the expiry date of the Agreement by giving notice in writing to the other party. The period of notice shall be fourteen days.

VI. Settlement of disputes

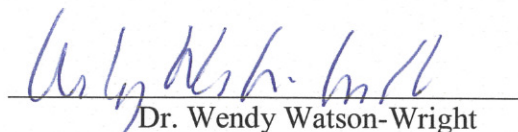
1. The Parties will negotiate and cooperate with each other in good faith to resolve any disputes or conflicts that arise in connection with this MoU.

2. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as present in force. Parties may wish to consider adding: (a) The appointing authority shall be UNESCO; (b) The number of arbitrators shall be three ; (c) The place of arbitration shall be Paris, (France); (d) The language to be used in the arbitral proceedings shall be English.

In witness where of, the duly authorized representatives of the Parties, hereto sign two (2) originals of this Agreement, in English, considered identical in Paris and Vancouver

Signed on behalf of UNESCO/IOC

Signed on behalf of IAMSLIC



Dr. Wendy Watson-Wright
Executive Secretary IOC

Date: _____

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Marcia H. Croy-Vanwely
President of IAMSLIC

Date: 30 August 2011

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**Annex I to the MEMORANDUM OF AGREEMENT on GENERAL COOPERATION
between UNESCO/IOC and IAMSLIC**

This annex includes the specific terms of reference on cooperation between UNESCO/IOC and IAMSLIC regarding the Hosting by the IOC Project Office for IODE, Oostende, Belgium of the IAMSLIC Aquatic Commons e-repository.

It is hereby agreed that:

1. UNESCO/IOC shall host the IAMSLIC Aquatic Commons e-repository at its servers located at the IOC Project Office for IODE, Oostende, Belgium;
2. UNESCO/IOC shall accept responsibility for routine maintenance of the hardware, operating system and EPrints software (standard configuration);
3. UNESCO/IOC shall annually renew the domain name registration of www.aquaticcommons.org;
4. UNESCO/IOC shall be responsible for preservation of content with appropriate backup systems to assure permanency of the Aquatic Commons site and content throughout this Memorandum of Agreement;
5. As an IAMSLIC resource sharing project, Aquatic Commons shall remain a unique IAMSLIC product with the identity reflected on the top level site page and all dependent pages;
6. IOC/IODE shall have a logo/banner in the footer which notes "Hosted by the IOC Project Office for IODE, Oostende, Belgium";
7. Aquatic Commons content development including deposit review shall remain the sole responsibility of IAMSLIC. IAMSLIC shall be liable for the content included in the Aquatic Commons e-repository. The content of the IAMSLIC Aquatic Commons e-repository shall not reflect the views of UNESCO and UNESCO shall not responsible for it;
8. The administrative management of the repository shall reside in the Aquatic Commons Board consisting of members of IAMSLIC and UNESCO/IOC;
9. The cost of software development to add functionality of Aquatic Commons, shall be born by IAMSLIC and/or IOC's IODE programme provided that the IOC/IODE expenditure is included in the IODE work plan and budget and approved by an IOC Governing Body;