

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

#### THE INTERNATIONAL ASSOCIATION OF AQUATIC AND MARINE SCIENCE LIBRARIES AND INFORMATION CENTERS (IAMSLIC) AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO) ON FISHERIES INFORMATION SYSTEMS AND SERVICES

#### Preamble

Considering that the International Association of Aquatic and Marine Science Libraries and Information Centres (hereafter referred to as "IAMSLIC"), established in 1975, is an association of individuals and organizations interested in aquatic and marine information science and that this association provides a forum for exchange and exploration of ideas in the field of marine and aquatic science.

Considering that the Food and Agriculture Organization of the United Nations (hereafter referred to as "FAO") has as the mandate to disseminate information relating to nutrition, food and agriculture, including fisheries and aquaculture.

Recognising the interest of FAO and IAMSLIC of establishing a framework for cooperation in order to promote their common objectives and in particular to establish the framework of a partnership for cooperation in the development of information networking and resources sharing activities in support of strengthening the information capacity of fisheries and aquatic sciences institutions and organizations.

Bearing in mind the desirability of regular consultations for achieving mutual understanding to enhance and facilitate future collaboration between the Parties to this Memorandum.

Acknowledging that both Parties have, in recent years, collaborated in joint activities and share common approaches and interests including the support of IAMSLIC's members and experts in the implementation of FAO work programmes relating to fisheries information.

Conscious of the close and mutually beneficial relationship which has been developed over recent years and of the need to establish working arrangements within the framework of their respective rules and regulations.

The Parties have agreed to the following:

#### **Article 1. Objectives**

The Parties will strengthen their cooperation with a view to pursuing the following objectives:

1.1. To strengthen the capacity of fisheries and aquatic sciences institutions to organize, access and disseminate information in support of research, management and development in the fisheries sector.

1.2. To support the development and improvement of information bases and information management tools specifically for fisheries and the aquatic sciences and to promote their accessibility to all stakeholders.

1.3. To support global, regional and local networks for information sharing and the use of appropriate technologies which would facilitate improved access to timely and relevant fisheries and aquatic science information.

## **Article 2. Mechanisms for co-operation**

The Parties shall endeavour to undertake joint activities within the framework of their work programme taking into account their own operational priorities and constraints. The Parties agree to cooperate by using the mechanisms described below:

- 2.1. Promoting an awareness of IAMSLIC's role in the development of and support to networks for improved access to aquatic science information relevant for the fisheries sector.
- 2.2. Promoting the use of standard methodologies and open access initiatives to enhance information exchange.
- 2.3. Organising conferences, seminars, training workshops and expert group meetings at global and regional level.
- 2.4. Identifying, documenting and disseminating information on relevant resources, systems, services and best practices.
- 2.5. Raising the awareness of IAMSLIC members about the FAO Partnership Programmes and the opportunities for collaboration.
- 2.6. Developing mechanisms for improved information sharing in order to strengthen collaboration at regional and global level.
- 2.7. Liaising and collaborating with other partners such as other professional groups and UN organizations concerning areas of common interest.

## **Article 3. Specific arrangements**

3.1 Subsequent to this Memorandum of Understanding, separate project documents will be formulated for each activity indicating the respective contributions covering financial, material, human resources contributions and intellectual property rights. The project documents shall be signed by the authorized representatives of the FAO and IAMSLIC.

3.2. Each project document will be considered as an annex to the present Memorandum. Attached to this Memorandum, Annex 1 includes a list of the proposed joint activities for the current biennium.

3.3. IAMSLIC and FAO's participation at jointly organized events or events organized either by FAO or IAMSLIC should normally be funded by their respective organizations.

3.4 The fulfilment of the provisions of this Memorandum and any operational responsibility set forth in it shall be subject to the availability of financial, material and human resources.

## **Article 4. Intellectual Property Rights**

Intellectual property rights, in particular copyright, of material such as information, software and designs, made available by IAMSLIC and FAO to be used to carry out the activities under this Memorandum shall remain with the originating party. Appropriate grants for use of such materials will be further described as other projects under this Memorandum are formalized in accordance with Article 3 above.

## **Article 5. Data Access**

FAO and IAMSLIC shall have free access to all information developed pursuant to activities mutually undertaken as a result of this Memorandum for their internal use.

**Article 6. Final provisions**

6.1 Any dispute between IAMS LIC and FAO concerning the interpretation and the execution of this Memorandum, or any document or arrangement relating thereto, shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties it shall, at the request of either Party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each Party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force. Any dispute between the Parties that is unresolved after conciliation shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The conciliation or the arbitration proceedings shall be conducted in English. The parties may request conciliation during the execution of the Memorandum and anyway not later than six months after the expiry or the termination of the Memorandum of Understanding. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. Any arbitration award rendered in accordance with the provisions of this Article shall be final and binding on the Parties.

6.2. This Memorandum shall be reviewed at least every five years by the Parties and may be modified in writing upon their mutual consent.

6.3. Nothing in this Memorandum, or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, nor as conferring any privileges or immunities of FAO to IAMS LIC or its personnel.

6.4. The present Memorandum shall be governed by general principles of law, to the exclusion of any single national system of law.

6.5. This Memorandum may be terminated by the Parties at a jointly agreed time or by one Party giving three months' notice in writing to the other Party.

6.6. This Memorandum shall represent the understanding of the Parties upon its signature by FAO and IAMS LIC.

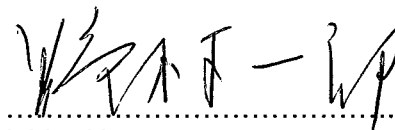
International Association of  
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Food and Agriculture  
Organization of the United  
Nations



Ichiro Nomura  
Assistant Director-General  
Fisheries Department

Date: 31 January 2005

## Annex 1

### Proposed Joint Activities for 2004-05

- a) Sabbatical period at FAO headquarters under the Partnership Programmes for Professor Janet Webster, Oregon State University, in collaboration with IAMSLIC to elaborate and document strategies for improving the capture, dissemination, sharing and preservation of fisheries information resources.
- b) Improved coverage of and access to the metadata of fisheries and aquatic science publications from developing countries through increased coverage in the Aquatic Sciences and Fisheries Abstracts (ASFA) and in the IAMSLIC web portal.
- c) Improved access to full text fisheries and aquatic science publications through development of local and regional repositories, better linkage in bibliographic databases and promotion of open access.
- d) Improved coverage of and access to fisheries publications from developing countries in the IAMSLIC Z39.50 distributed library system and development of regional resources sharing mechanisms.
- e) IAMSLIC International Conference in Hobart, Australia, September 5-9, 2004. Promote collaboration between fisheries and aquatic science libraries in the Asia-Pacific region and identify potential ASFA partners.
- f) The preparation of guidelines on compatibility standards for open archives of fisheries and aquatic science digital publications.
- g) IAMSLIC to provide expert user feedback to the FAO ASFA Secretariat regarding the database and user requirements.
- h) "Information for Responsible Fisheries" IAMSLIC Conference in cooperation with FAO, Rome, 10-14 October, 2005. Review status of joint activities and produce draft outline of activities for 2006-2007 biennium.