



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**

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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 "IAMSILIC")

*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 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 IAMSILIC 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 IAMSILIC membership as a stimulus to the rapid transfer of knowledge through 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 IAMSILIC**

- (i) IAMSILIC 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 or online training within the framework of the OceanTeacher Global Academy;
- b. Promote the IODE OceanExpert global directory of marine professionals to the IAMS LIC membership and invite them to join the directory;
  - c. Promote the activities of IOC/IO DE's marine information management activities by inviting IOC/IO DE to the IAMS LIC Annual Conference as well as meetings of its regional groups and include meeting sessions on topics relevant to the MoU;
  - d. Acknowledge the financial and in-kind support provided by IOC/IO DE to IAMS LIC and its Aquatic Commons through the IAMS LIC web site, Aquatic Commons web site (through inclusion of the IO DE logo and the footer "Hosted by the IOC Project Office for IO DE, Oostende, Belgium) and during the IAMS LIC annual conference;
  - e. Designate 4 (four) – preferably two long-term (4 years) and two short-term (2 years) - IAMS LIC members with documented experience (to be provided to IOC/IO DE) in marine information management to the Joint IO DE/IAMS LIC Group of Experts on Marine Information Management (GE-MIM) with the terms of reference as adopted by the 22<sup>nd</sup> Session of the IO DE Committee and attached as Annex I.

## 2. Contributions from UNESCO/IOC:

- (i) IOC shall:
  - a. Promote IAMS LIC to the IO DE community through its "Ocean Data and Information Networks" (ODINs), web sites and publications;
  - b. Host the IAMS LIC Aquatic Commons e-repository on its servers located at the IOC Project Office for IO DE, Oostende, Belgium and in particular:
    - 1) Provide and maintain the required hardware including regular backup of software and content;
    - 2) Provide not less than 19 days/annum for EPrints software maintenance and software upgrade support;
    - 3) Annually renew the domain registration for [www.aquaticcommons.org](http://www.aquaticcommons.org) without cost to IAMS LIC;
    - 4) Provide an annual report on work carried out to the IAMS LIC Chair of the Aquatic Commons Board;
  - c. Designate two non-voting IO DE experts in the Aquatic Commons Board;
  - d. Coordinate and organize Sessions of the Joint IO DE/IAMS LIC Group of Experts on Marine Information Management (GE-MIM) with the terms of reference as adopted by the IO DE Committee at its 22<sup>nd</sup> Session and attached In Annex I hereto;
  - e. Provide support, not exceeding US\$ 5,000, to IAMS LIC members from developing countries to participate in the IAMS LIC annual conference;
  - f. Sponsor up to 40 IAMS LIC annual memberships for experts from developing countries.

### 3. Joint contributions:

- (i) UNESCO/IOC and IAMS LIC will organize, as mutually agreed upon and 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 innovations in marine information management;
- (ii) UNESCO/IOC and IAMS LIC 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 the name of UNESCO/IOC nor IAMS LIC may be used to endorse or promote any activity outside the specific framework of this agreement without specific prior written permission.

### V. Duration and termination

This Agreement shall be in effect from the date of the last signature through **31 December 2015**.

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.

No change in or modification of this Agreement shall be made except by prior written agreement between UNESCO/IOC and IAMS LIC.

### 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: \_\_\_\_\_



Sally Taylor  
President of IAMSLIC

Date: Dec 19, 2013

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

Recommendation IODE-XXII.1

**ESTABLISHMENT OF THE JOINT IODE/IAMSILIC GROUP OF EXPERTS ON MARINE INFORMATION  
MANAGEMENT (IODE/IAMSILIC GE-MIM)**

The IOC Committee on International Oceanographic Data and Information Exchange,

**Recognizing** that the International Association of Aquatic and Marine Science Libraries and Information Centers (IAMSILIC) is non-profit volunteer association of individuals and organizations 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;

**Recognizing further** that there exist substantial synergies between the objectives and activities of IAMSILIC, the objectives of the IODE's Group of Experts for Marine Information Management and the IODE's marine information management programme activities;

**Recalling** the establishment of the IODE Group of Experts on Marine Information Management by IODE-IX (New York, 9-18 January 1984) through Recommendation IODE-IX.4 (IODE's role in marine information management);

**Convinced** that joint work between the IODE programme and IAMSILIC in the field of marine information management will be mutually beneficial to both Organizations and to the marine research community as a whole;

**Recommends** establishing the Joint IODE/IAMSILIC Group of Experts on Marine Information Management with the following Terms of Reference:

- (i) Advocate marine information managers as essential partners in the knowledge cycle, that includes observation, management, sharing and product/service provision, contributing to the marine related decision making process;
- (ii) Advise the IODE Committee on the policy, development and further implementation of an effective international system for scientific and technical information about the marine environment by keeping user requirements under continuing review and ensuring that these requirements can be met adequately;
- (iii) Identify the policy, technical and financial issues involved in the development and implementation of marine information systems, and make recommendations concerning their solution;
- (iv) Develop activities and information products to improve the capability of the marine information management community, particularly within developing countries, to benefit from

and participate in marine information systems and keep the marine information management community informed on how they might best have access to such systems through the application of new technology;

(v) Provide expertise to, and participate in other organizations, programmes, projects and activities where a marine information management component has been identified;

(vi) Foster collaboration between the marine information management community and other knowledge managers such as data managers, informaticists and archivists to create new knowledge systems.

**Encourages** IOC Member States and IAMS LIC to nominate experts having expertise in marine information management to the Group of Experts.

Further requests that a progress report be submitted regularly to the IODE Officers, the IODE Committee and the IAMS LIC Executive Board.

#### **Membership**

[Membership of the Joint IAMS LIC/IODE GE-MIM](#) will be composed of experts designated by IOC Member States and experts designated by IAMS LIC.

