

**Mediterranean Oceanography Network for the Global Ocean Observing System  
MEMORANDUM OF AGREEMENT**

Memorandum of Agreement, dated \_\_\_\_\_, by and among the signatories listed in Annex I hereto, as may be amended from time to time (each a “Member”).

**PREAMBLE**

WHEREAS a Memorandum of Understanding was concluded in 1999 to create an association that promotes partnerships and capacity building for the Global Ocean Observing System in the Mediterranean (“MedGOOS”) recognized as a GOOS Regional Alliance;

WHEREAS a Memorandum of Understanding creating the Mediterranean Operational Oceanography Network (“MOON”) was concluded in 2005 as an evolution of the EuroGOOS Mediterranean Task Team to consolidate the operational observational and modelling system in the Mediterranean Sea and to demonstrate the usage of the marine environmental prediction system for integrated management of open ocean and coastal marine areas;

WHEREAS MedGOOS and MOON have worked closely for several years, contributing complementary expertise toward mutually beneficial endeavours in furtherance of Operational Oceanography in the Mediterranean Sea;

RECOGNISING the many benefits to society of reliable and accurate oceanographic observational and modelling data, and that the provision of such data is greatly improved when MedGOOS and MOON efforts are combined;

WISHING to build on their complementarity to better meet the needs of intermediate users and service providers in support of environmental and maritime user groups;

NOW, THEREFORE, in consideration of the foregoing and of the mutual undertakings and benefits set forth herein, the signatories agree as follows:

## ARTICLE I PURPOSE AND OBJECTIVES

Section 1.01. *Purpose.* The purpose of this Memorandum of Agreement (“MoA”) is for the Members to:

- (a) collaborate to further develop operational oceanography in the Mediterranean Sea by integrating their activities under the name of Mediterranean Operational Network for the Global Ocean Observing System (“MONGOOS”);
- (b) supplant the MOON and MedGOOS MoUs set forth in the Addendum to this MoA, building on and integrating their core mandates;
- (c) promote partnerships and capacity building for GOOS in the Mediterranean Sea; and
- (d) elaborate a continuous working framework with EuroGOOS and GOOS Africa in order to define common roles and activities in the Mediterranean Sea, and foster collaboration with Black Sea GOOS and global ocean GOOS initiatives.

Section 1.02. *Objectives.* MONGOOS shall engage in activities related to the production and use of operational oceanography services (“Services”), as set forth in Annex II (Activities), in furtherance of four principal objectives:

- (a) Improved Fitness for Purpose. Continuously advance the scientific understanding and technological development upon which the Services are based.
- (b) Greater Awareness. Promote the visibility and recognition of the Services with governmental agencies and private companies, encourage their integration at national, regional, European and global levels.
- (c) Increased Downstreaming. Enhance the usability of the Services and their usefulness for policy implementation, societal needs and science.
- (d) Improved Capacity. Support the planning and implementation of international initiatives involving operational oceanography and promote the participation of non-EU Mediterranean countries in producing the Services.

## ARTICLE II MEMBERSHIP AND GOVERNANCE

Section 2.01. *Members.* (a) MONGOOS Members shall initially comprise the MedGOOS and MOON Members that sign this MoA, after which additional Members may join MONGOOS upon approval by the Assembly in accordance with Section 4.02.

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(b) Each Member, at the moment of signature of this MoA, shall appoint a representative to participate in the Members' Assembly (each a "Member Representative").

Section 2.02. *Associate Members.* (a) Other stakeholders not eligible to become Members under 4.02, including national environmental protection authorities, private companies, coast guard corps and relevant national ministries, may participate as Associate Members of MONGOOS.

(b) Associate Membership may be initiated by invitation or request of the candidate, and subject to the approval of the Assembly.

(c) Associate Members may participate in MONGOOS by:

- (i) attending Assembly meetings as non-voting observers;
- (ii) participating in the *ad hoc* and/or standing committees created under Section 2.03;
- (iii) signing side agreements; and
- (iv) other activities as decided by the Members' Assembly, as defined below.

Section 2.03. *Members' Assembly.* (a) A Members' Assembly ("Assembly") shall be formed, composed of each Member Representative.

(b) The Assembly shall meet at least once each year, and shall hold additional meetings at the request of any Member. Decisions shall be taken by consensus or, if necessary, by a 2/3 supermajority.

(c) The Assembly shall be responsible for:

- (i) defining MONGOOS strategies and initiatives;
- (ii) approving new Members and Associate Members;
- (iii) ratifying Executive Board decisions;
- (iv) electing the two Chairpersons;
- (v) approving amendments to this MoA;
- (vi) establish its internal rules and procedures.

(d) The Assembly may create *ad hoc* and/or standing committees to effectively realize the purpose and objectives of MONGOOS, and shall set term limits and renewal clauses when creating any standing committee.

Section 2.04. *Executive Board.* (a) An Executive Board ("Board") shall be established, composed of one Member Representative from each country, to be nominated by other Member Representatives from that country, and by the Bureau and the Secretariat. Board members shall each serve two-year terms, renewable for one additional two-year term only. Relevant

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international bodies shall be invited to attend Board meetings as observers.

- (b) The Board shall be responsible for, *inter alia*:
  - (i) executing Assembly decisions, in consultation with the relevant advisory group(s);
  - (ii) organizing the implementation of MONGOOS projects, initiatives, and other activities;
  - (iii) proposing candidates for Chairpersons;
  - (iv) resolving disputes between Members; and
  - (v) proposing MoA amendments to the Assembly.

(c) The Board shall meet at least every six months. All decisions of the Board shall be taken by consensus. Votes may be held (i) during Board meetings or (ii) at any time via e-mail or other written, time-stamped communication. Any matter to be put to a vote shall be presented to all Board members at least 15 days in advance.

Section 2.05. *Chairpersons.* (a) The Members' Assembly shall elect two Chairpersons, to serve one three-year term. Either Chairperson may give three months' advance notice of his or her intention to stand down early, in which case a new Chairperson shall be appointed at the following Members' Assembly meeting to serve out the remainder of the outgoing Chairperson's term.

- (b) The Chairpersons shall carry out the following duties, jointly or individually according to expertise:
  - (i) calling, setting the agenda for, and conducting Board meetings;
  - (ii) following up on decisions taken at Board meetings;
  - (iii) receiving requests and notices from Members and communicating them to the Board, for information or action as appropriate;
  - (iv) acting as spokesperson for the Members' activities under this MoA at international meetings; and
  - (v) informing the Assembly on the progress achieved and the decisions taken under this MoA.

Section 2.06. *Bureau and Secretariat.* (a) A Bureau shall be established to support the Chairpersons in carrying out their duties. Each Bureau shall comprise the Chairpersons of the immediately preceding term. The initial Bureau shall be composed of (i) the Co-Chairs of MOON and (ii) the Chair and Executive Secretary of MedGOOS who are in office when this MoA comes into effect.

(b) A Secretariat shall be organized by the Chairpersons to facilitate implementation of MONGOOS activities by, among other things, supporting preparations for meetings and workshops, including invitations, logistical arrangements and publicity; keeping and distributing minutes of meetings to all Members; and acting as focal point for relations with other institutions and agencies, the press, government ministries, and other entities that may request or provide relevant information.

### ARTICLE III FINANCIAL AND LEGAL MATTERS

Section 3.01. *Contributions.* (a) Members shall bear their own costs for attending meetings and participating in the activities of MONGOOS.

(b) Members shall endeavour to raise funding to support MONGOOS activities and meetings, and may help cover such costs by hosting meetings; organising workshops, *ad hoc* study groups or pilot projects; providing consulting services to national and multilateral bodies; covering their own communications costs; and other activities that Members offer to undertake under this Agreement.

Section 3.02. *Public Good Use.* The Services shall be considered a public good and shall not be offered or used for profit unless otherwise agreed in writing among the Members concerned.

Section 3.03. *No Partnership.* (a) Nothing in this MoA shall imply any partnership or other formal legal relationship among the Members or Associate Members.

(b) Except as otherwise provided in this MoA or under a separate agreement, no Member or Associate Member may:

- (i) act for, or assume any obligations on behalf, of any other Member or group of Members; or
- (ii) benefit from any other Member's or group of Members' rights under any agreement or entitlement, unless agreed in writing among the Members concerned.

(c) No Member shall be held liable for the default of any other Member or Associate Member unless expressly agreed in writing.

Section 3.04. *Survival of Rights and Obligations.* (a) The rights and obligations of each Member under pre-existing agreements shall survive the effectiveness of this MoA, in particular MOON DEA, REMPEC-MOON and MOON-EUMETNET, set forth in the Addendum to this MoA.

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(b) Such pre-existing agreements shall likewise remain unchanged, *provided, however,* that MONGOOS shall become the organisation of reference as provided in Section 4.04(a) below.

ARTICLE IV  
OTHER MATTERS

Section 4.01. *Effectiveness and Term.* This MoA shall become effective upon its signature by at least two Members from different countries, and shall remain effective until terminated by consensus among the Members.

Section 4.02. *Entrance and Exit of Members.* (a) The participation of new Members shall be subject to a super-majority vote by the Assembly, following a candidate's request made in the form and manner specified in Annex III.

(b) Any Member may withdraw from participation in MONGOOS, for any reason, by providing three months' advance written notice to the Chairpersons, who shall promptly communicate such notice to all other Members.

(c) The participation of any Member may be terminated for any reason by unanimous vote of the Assembly, excluding that of the Member in question.

Section 4.03. *Amendments.* Any amendment to this MoA shall be made in writing and signed by all Members.

Section 4.04. *Denomination.* (a) The names "MedGOOS" and "MOON" shall be replaced by the term "MONGOOS" in all agreements, communications, publicity and other documents upon effectiveness of this MoA.

(b) In the interest of conserving resources, the existing supplies with the old denomination may be exhausted prior to their replacement with those bearing the new one, provided they are accompanied by an explanatory note or a general notice has been circulated to the recipient of the document in advance.

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(Full name of signatory)

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(Name of authorised signatory)

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(Signature)

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(Date)

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**ANNEX I    Initial List of Members**



## **ANNEX II MONGOOS Activities**

### 1. General

- (a) Organise user forums and stakeholder consultations to assess policy implementation impacts and societal needs, and to ensure the usability of the Services;
- (b) Increase the free and open access to operational oceanography products for the entire community of users, including for the research community to advance scientific understanding of the Mediterranean Sea ecosystem dynamics;
- (c) Organise workshops and common projects to plan the upgrade and innovative development of the services and products;
- (d) Encourage the use of operational oceanography products and services in growing the blue-green economy;
- (e) Promote the development of risk assessment and adaptation plans to pollution, the effects of climate change and other natural and man-made hazards;
- (f) Promote links between operational oceanographic services and the maritime sector.

### 2. National Level

- (a) Strengthen and upgrade national operational monitoring and forecasting services;
- (b) Respond to national user groups by providing specialized services;
- (c) Coordinate national and regional contributions to GOOS and GEOSS.

### 3. Regional Level

- (a) Identify pan-regional Mediterranean priorities for operational oceanography;
- (b) Support training, education and technology transfer in operational oceanography of the Mediterranean Sea;

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- (c) Facilitate linkages with regional organisations, agencies and programs and support their education in and ability to use the Services;
- (d) Organise the representation of MONGOOS as the Mediterranean Regional Alliance for GOOS;
- (e) Design services to support countries in implementing regional conventions, in particular the Barcelona Convention;
- (f) Cooperate with ICG/NEAMTWS.

4. European Level:

- (a) Organize the Mediterranean contribution to the development of the European Centre for Ocean Monitoring and Forecasting and facilitate the uptake of its products by Members;
- (b) Link with and contribute to GMES Marine Services;
- (c) Contribute to EMODnet and the Integrated Maritime Policy;
- (d) Collaborate with European and regional meteorological offices;
- (e) Act as a ROOS for EuroGOOS in the Mediterranean;
- (f) Work with European agencies, including EEA, EMSA, EUMETSAT and ESA and harmonize MONGOOS and EuroGOOS initiatives to their mutual benefit.

5. Global Level:

- (a) Facilitate linkages with international and regional organisations, agencies and programs;
- (b) Contribute to the international planning and implementation of the Global Ocean Observing System;
- (c) Promote inter-regional cooperation, including with EuroGOOS, GOOS Africa, Black Sea GOOS;
- (d) Coordinate and harmonize the development of a sustainable Integrated Observing System at the basin and shelf/coastal scales;
- (e) Contribute to JCOMM observing systems;
- (f) Strengthen relationships with other IOC and WMO programs.

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**ANNEX III Form of Request to Participate in MONGOOS**

Name, Address of Institute or Organisation: \_\_\_\_\_

Official Mandate and Activities: \_\_\_\_\_

Proposed Contribution to MONGOOS Objectives: \_\_\_\_\_

Declaration of No Conflict of Interest: \_\_\_\_\_

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**ADDENDUM:**

MOON MoU

MedGOOS MoU

MOON DEA

REMPEC-MOON

MOON-EUMETNET