

# Global Ocean Observing System for Indian Ocean

## IOGOOS Memorandum of Understanding

**Memorandum of Understanding on the creation of an Association of marine operational and research agencies/institutions/authorities in the Indian Ocean Region, hereinafter referred to as IOGOOS, whose Members seek to foster cooperation on the Global Ocean Observing System**

**NOTING** that the lives of at least 1.5 billion people on this planet Earth are profoundly influenced by the Indian Ocean characterised by a fragile living environment that is sensitive to climate changes, natural disasters and human impact,

**REALISING** the imperative need to take a pro-active role and concerted actions to understand the Ocean and Coasts for making informed decisions that save lives and protect living habitats and resources in the Indian Ocean region,

**INTENDING** to contribute, collectively, to the progress of ocean observations, ocean science and operational oceanography, focussing on these imperative needs of the Indian Ocean region,

**RECOGNISING** the important role taken by the Global Ocean Observing System (GOOS) sponsored by United Nations Agencies (Intergovernmental Oceanographic Commission of UNESCO; World Meteorological Organisation; and United Nations Environment Programme) and the International Council Science, to facilitate a global coordination of ocean and coastal observing systems and to catalyse formation of alliances between nations to focus effort on their pressing regional concerns,

**NOTING** the other programmes of IOC such as IODE and ODINAFRICA

**DESIRING** to establish IOGOOS to provide an organizational framework for planning, coordination and effective implementation of appropriate regional and sub-regional ocean and coastal observing systems and services,

**FURTHERING** the efforts of the High level Consultations at the Indian Ocean Principals' Meeting held on November 8-9, 2001 at New Delhi that established the IOGOOS Development Committee to lead the process of an Indian Ocean GOOS Regional Alliance,

**the undersigned agree to the following Articles:**

### **Article 1: Creation of IOGOOS**

By signing this Memorandum of Understanding, the Agencies/Institutions/Authorities agree to (a) establish IOGOOS, an Association of marine operational and research agencies in the Indian Ocean region, (b) to become Members of IOGOOS and (c) to co-operate in promoting GOOS in the Indian Ocean region.

### **Article 2: Aims and Objectives of IOGOOS**

Members of IOGOOS will collaborate and work together for developing programmes for the implementation of GOOS in the Indian Ocean and for promoting activities of common interest for the development of operational oceanography in the Indian Ocean region, broadly to:

- (i) Enhance the Ocean Observing System in the region,
- (ii) Promote and facilitate efficient and effective management, exchange and utilisation of oceanographic data,
- (iii) Promote programmes and projects in operational oceanography and ocean services in the region meeting the requirements of end-users,
- (iv) Strengthen capacity building for enhancing the capabilities in the region,
- (v) Encourage research to support the needs of Users,
- (vi) Develop synergies with other ocean programmes and regional GOOS bodies, and
- (vii) Contribute to international planning and promotion of GOOS.

### **Article 3: Activities of IOGOOS**

The activities of IOGOOS, accordingly, would include the following:

#### **3.1 Enhancement of Ocean Observing System**

- (i) Identify gaps and deficiencies in the existing/planned ocean and coastal observing system (in-situ and remote sensing) and develop a programme for realising a well-designed Ocean Observation System for the region, adhering to the 'GOOS principles'
- (ii) Promote the development of low cost and efficient instrumentation and observing systems

#### **3.2 Data Management, Data Exchange and Communication**

In accordance to the GOOS principles on data:

- (i) Promote the development of low cost and efficient systems for acquisition, management, processing and interpretation of data
- (ii) Expand and strengthen networking of countries using modern technology including internet for real and near real time exchange of data and products
- (iii) Promote the development of standardized operational data procedures, including data quality control and data management
- (iv) Provide high quality data and time series for a better understanding and improved management of the Indian Ocean ecosystem,
- (v) Collaborate with other programme and bodies in the field of data collection and data management
- (vi) Co-ordinate GOOS data acquisition with existing regional and national data gathering systems under the agreements and conventions (e.g. relating to pollution monitoring, marine meteorology, navigation, safety at sea etc.)
- (vii) Publish findings of meetings, workshops, studies and other documents commissioned by the IOGOOS members, submit documents to international meetings related to GOOS and assure collective representation of GOOS to regional and national agencies when requested by members.

#### **3.3 Ocean Services**

- (i) Identify priorities for operational oceanography and ocean services in the Indian Ocean region, based on evaluation of social and economic benefits,
- (ii) Promote the development of regional and local operational oceanography, taking into account the components of GOOS, for realising services and products of maximum value to the countries of the region
- (iii) Support operational oceanography and services in collaboration with marine-related public and private sector organizations and programmes

#### **3.4 Capacity Building**

- (i) Identify the training needs of countries in the region and promote organisation of training courses, workshops and seminars
- (ii) Promote the development of common infrastructure, major systems or capital installations required to support operational oceanography in Indian Ocean,
- (iii) Promote and aid capacity building, exchange of know-how, technology and personnel as well as collaboration, within the framework of GOOS;
- (iv) Promote pilot projects and studies in the countries of the region to demonstrate the economic benefits of GOOS, and
- (v) Strengthen collaboration with GOOS and JCOMM capacity building panels and IOC-TEMA including IOCINWIO and IOCINDIO capacity building programmes.

### **3.5 Research**

- (i) Promote research and pre-operational research for solving problems relating to operational oceanography in the Indian Ocean,

### **3.6 Co-operation with other programmes and bodies**

- (i) Contribute to international planning and implementation of GOOS,
- (ii) Assist in developing policies for the furtherance of GOOS and co-ordinate the best regional participation in GOOS, identifying where greatest value is added by collaboration
- (iii) Promote collaboration between existing regional multi-national agencies/institutions/authorities, programmes, organisations, and initiatives having expertise in oceanography, operational systems, and remote sensing of the ocean,
- (iv) Collaborate, as appropriate, with GOOS-Africa, NEAR-GOOS, SEA-GOOS, WAGOOS and WIOMAP through joint projects and activities,
- (v) Cooperate, as appropriate, with organisations concerned with the assessment of climate change, global environmental research, and the impacts of climate variability and climate change,
- (vi) Promote collaboration with space agencies/institutions/authorities and remote sensing scientists and engineers so as to ensure optimum integration of both in situ and remote sensing data in operational oceanography;
- (vii) Promote collaboration between institutes and agencies in providing/attracting aid and assistance to developing countries for operational oceanography, and the necessary capacity building, and
- (viii) Provide as appropriate, expertise, consultants, etc., to the GOOS Steering Committee (GSC), IOC WMO UNEP Committee for GOOS (I-GOOS), and to the international sponsoring agencies/institutions/authorities of GOOS

### **Article 4: Membership**

- 4.1 IOGOOS Members will be national organisations (authorities, agencies, institutes) from the region who are willing to advance GOOS in their country and actively contribute to its extension in the Indian Ocean region.
- 4.2 All members of IOGOOS shall register a contact point and a Representative with the Secretary of IOGOOS. IOGOOS communications shall be sent to both the contact point and the Representative. The Representative shall participate in Annual Meetings and be eligible for election as an Officer. The Representative should have an authority, or have a delegated authority, to take decisions and vote at the Annual Meeting. A member may change the Representative for the Annual meeting by notifying the Secretary in writing or by email prior to the Annual Meeting.
- 4.3 Multi-national organisations of the Indian Ocean region and Agencies or Institutes from outside the Indian Ocean region with an interest in Indian Ocean operational oceanography or research may be admitted as Associate Members of the Association at its discretion. Associate Members of IOGOOS will not have the right to vote at Annual and General Meetings but shall have all other rights, privileges and obligations as given to Members including the payment of an annual subscription.
- 4.4 The signatories to this MoU have been admitted as the initial Members of IOGOOS.
- 4.5 Admission of a new Member to IOGOOS shall be done by the Annual meeting, based on written application made to the Secretariat of IOGOOS. Such application shall be made by the Head of the Agency and seconded by at least two Members.
- 4.6 When any Agency from a country wishes to join IOGOOS and there is already one or more Member(s) from that country, the applicant shall include a written statement that the existing Member(s) agree(s) to the Membership of the new Member and that the agencies/institutions/authorities from the same country will work in collaboration.

- 4.7 A Member may withdraw from IOGOOS by giving at least six months notice to the Secretariat. Its departure takes effect on the 31<sup>st</sup> December of the year in which it notified its decision. A Member remains liable for its commitments made prior to the decision to leave unless agreed differently by the remaining Members acting unanimously.
- 4.8 In the event of a Member not meeting its obligations, financial or otherwise, an Annual Meeting acting by a two-thirds majority (not counting the concerned Member), may decide to exclude that Member and relieve it of the commitments made prior to the decision to expel.

#### **Article 5: Annual Meetings and General Meeting**

- 5.1 The Association shall, in each calendar year, hold an Annual Meeting in addition to any other general meetings in that year and shall specify the meeting as such in the notices calling it. The Association shall hold its first Annual Meeting within fifteen months of this MoU entering into force. Not more than fifteen months shall elapse between the date of one Annual Meeting of the Association and that of the next. The Annual Meeting shall be held at such time and place as decided by the Officers at the previous meeting.
- 5.2 Major items of policy shall be discussed and decided at the Annual Meeting, including the establishment of projects, formation of subsidiary bodies, review of work, and modification of the Rules, with instructions and guidance for the Officers for the coming year. The Secretariat will provide an agenda to all Members, approved by the Officers, at least two months before the meeting.
- 5.3 The Annual Meeting shall receive reports from the Chairperson of IOGOOS and the Chairpersons of the principle Subsidiary bodies. The accounts and financial summary for the previous year and the budget for the following year shall be submitted for approval.
- 5.4 The subscription required from Members shall be fixed by the Annual Meeting from time to time.
- 5.5 Appointment of Officers and the recognition of new Members shall be made at Annual Meetings,.

#### **Article 6: Officers**

- 6.1 A notice shall be circulated to all Members notifying vacancies among the Officers and requesting nominations from members for the position of Chair of IOGOOS and for other Officers three months prior to the Annual Meeting. The Officers should be broadly representative of the regions of the Indian Ocean. At the annual meeting a member shall be appointed to manage nominations (the Nominations officer), to ensure representation of all regions as appropriate, to manage and encourage rotation of Officer positions among members of IOGOOS, and as far as possible reach consensus prior to the annual meeting. In the event there are more nominations than vacant Officer Positions, an Election Return Officer, who is not a voting Member, shall be appointed, to oversee the election. Each member shall have a number of votes equal to the number of vacancies. The position of Chair shall be decided first, as appropriate, and the Chair shall be considered one of the five Officers.
- 6.2 Officers shall be appointed for a term of 2 years, up to a maximum of two terms. With the unanimous agreement of all members, in exceptional cases, an Officer can be extended for a further term of 2 years.
- 6.3 The Chairperson and the Officers will select a Secretary who will be responsible for ensuring the satisfactory implementation of all decisions made by the Annual Meeting and between Annual Meetings by the Officers, for the IOGOOS Office, and for the management of IOGOOS funds. The Secretary will report to the Chairperson and to the Officers. He/she will prepare papers for the Annual and other meetings and may represent IOGOOS at international organisations as required by the Officers.
- 6.4 The Officers may exercise the powers of the Association in accordance with this MoU and the policies and directions agreed by the Members at the Annual Meeting from time to time. Any acts or decisions of the Officers not so authorized in advance shall be subject to the approval of the Members at the next Annual Meeting following such act or decision.

- 6.5 The Head of IOC Regional Programme Office in Perth, as well as the Chairpersons of IOCINCWIO and IOCINDIO, will be invited to attend the IOGOOS Officers' meetings.
- 6.6 Officers serve in an individual capacity and shall not nominate substitutes. If an Officer does not attend two consecutive Annual Meetings, the position of that Officer will be considered vacant and an election will be conducted for the position. If an Officer resigns, the position shall remain vacant until the next Annual Meeting. However, if the Chair is unable to serve, one of the Officers will be nominated by the Officers, to act as a Chair, till next Annual Meeting.
- 6.7 The Association may by ordinary resolution appoint a person who is willing to act as an Officer either to fill a vacancy or as an additional Officer and may also determine the rotation in which any additional Officers are to retire.

#### **Article 7: IOGOOS Secretariat**

- 7.1 The IOGOOS Secretariat will be established at a leading oceanographic research establishment in the Indian Ocean region. The Secretary and staff will be based at the Secretariat. The cost of running of IOGOOS Secretariat i.e. providing accommodation, support services, and/or professional staff, shall be met by the host Agency. Members may second additional staff to the IOGOOS Secretariat. The day-to-day functioning of the Office will follow the practice of the host Agency.
- 7.2 The location of the Office may be rotated after six years from one Member to another by agreement of Members at an Annual Meeting at least one year in advance of the date of transfer.
- 7.3 Members will be requested to submit proposals to host the Secretariat. The host institution for the Secretariat will be decided at the first annual meeting.

#### **Article 8: Subsidiary Bodies and Projects**

- 8.1 The Members at an Annual Meeting, or the Officers between Annual Meetings acting within the powers defined in Article 6, may create or abolish any committee, working group, project team or task team consisting of one or more Officers or other nominated representatives of Members. Representatives of Agencies/institutions/authorities not being Members may be invited to join any committee, working group, project, or task team with the approval of the Officers. Any such committee, working group, project, or task team may be made subject to any terms of reference the Officers may impose in accordance with the Rules.
- 8.2 The Officers may appoint any person as an Associate Officer who may represent any committee, working group or task team at meetings of the Officers for the purpose of liaising with and reporting the actions of such committees to the Officers. The Associate Officers shall not by virtue of their appointment as such be Officers of the Association and they shall not have a right to attend and vote at the meetings of Officers.

#### **Article 9: Rules of Procedure**

- 9.1 The Association may from time to time make such Rules as it shall deem necessary, expedient or convenient for the proper conduct and management of the Association and for the purposes of prescribing conditions of Members.
- 9.2 The Association, in its general meeting, shall have the power to alter, add to or repeal the Rules. The Secretariat shall circulate any such information to all Members.

#### **Article 10: Decision-making at Annual and General Meetings**

- 10.1 All issues raised at any meeting of the Association shall, if possible, be decided with the unanimous consent of all Members present at such meeting and all Members shall use their respective reasonable endeavours to reach consensus in relation to all issues at each meeting. If any matter relating to the affairs of the Association has been considered by a meeting of the Members and no decision or resolution has been arrived at the meeting in relation to the matter by reason of the non-unanimous consent of all Members present, then the matter shall be carried over to a further meeting of Members to be held within three

months of the date of the meeting at which the matter was first raised ("the Adjourned Meeting").

- 10.2 Pending the Adjourned Meeting the Members shall continue to use their reasonable endeavours to liaise with each other to obtain a common consensus with a view to agreeing the matter to be decided at the Adjourned Meeting.
- 10.3 If, at an Adjourned Meeting and following an appropriate period of debate, a matter cannot be agreed upon by all Members present and voting then the matter shall be decided by a majority of 75% of those Members present and voting.
- 10.4 Each Member has the right to appoint an authorized representative to attend Annual Meetings and has the right to vote.
- 10.5 An instrument appointing a duly authorized representative shall be in writing, executed by or on behalf of the appointing Member and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Members may approve): The Secretariat will keep an up to date list of all representatives which will be made available to any Member on request.

#### **Article 11: Management of Subsidiary Bodies**

- 11.1 Subsidiary bodies of IGOOS created in accordance with Article 8 shall be established with written terms of reference and outline work tasks which shall be confirmed or altered at regular intervals specified in their Terms of Reference. The number of standing bodies or committees shall be kept to a minimum. Subsidiary bodies or panels should be created for a specific task and disbanded after a fixed time.
- 11.2 Subsidiary bodies of IGOOS shall report to the Annual Meeting with a summary of their achievements, meetings held, and forthcoming plans, if any.
- 11.3 When a Subsidiary body deems it necessary to create a further subsidiary or panel this shall only be done with agreement of the Officers, and the status and terms of reference of the new body shall be submitted to the next Annual Meeting for approval or disbanding.
- 11.4 Subsidiary bodies may initiate projects and set up project organising groups seeking grants to fund projects. In all cases where projects are considered or planned, the Subsidiary body shall seek approval from the Officers, and inform the IGOOS Secretariat.
- 11.5 The leaders of all Subsidiary bodies and projects shall meet collectively from time to time under the Chairpersonship of an Officer to review the range of work and projects being undertaken by IGOOS. This meeting shall usually be conducted in conjunction with the Annual Meeting.

#### **Article 12: Funding IGOOS**

- 12.1 The primary source of funding for IGOOS will be through Annual subscriptions from Members and Voluntary contributions from Members, GOOS or its Sponsors to a 'IGOOS Central Fund' that will be used to support activities and operations of IGOOS such as hosting meetings, organising workshops, adhoc study groups or pilot projects, hosting of Website, consulting services to national and multilateral bodies, employing consultants, financing publications, providing for their own costs of communications, and other items as agreed upon by Members at the Annual Meeting.
- 12.2 The Annual Subscription is fixed, initially, as USD 500/- per Member. The Annual Meeting shall revise the Annual Subscription, as necessary.
- 12.3 IGOOS may solicit in-kind contributions from Members, including seconding of Officials to support operations and activities of IGOOS as well as contribution to the funds of the Association in the shape of donations, subscriptions, grants, funds from other agencies.
- 12.4 Members and other participants shall mobilise subvention on their own, to cover the costs for attending meetings of IGOOS

**Article 13: Financial Management**

- 13.1 Financial transactions of IOGOOS shall be conducted through the financial services office of the host agency, including invoicing for subscriptions or services provided management and acknowledgement of receipts, payment of bills due, payment of honorarium, where relevant.
- 13.2 In Accordance with Article 5.3 the Secretary shall present a report of the financial state of the Association to the Annual Meeting. The report shall be approved prior to distribution by the Officers, and shall be scrutinised in particular by one Officer appointed for the task.
- 13.3 The Association shall have the following powers exercisable in furtherance of its aims, objectives and activities but not otherwise, viz.
  - (i) to issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Association in the shape of donations, subscriptions, grants, funds from other agencies,
  - (ii) to engage and pay any person or persons whether on a full-time or part-time basis or whether as consultant or employee to supervise, organize, carry on the work of and advise the Association. The income and property utilized by the Association shall be applied solely to the promotion of its objectives as set forth in this MoU and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to Members of the Association and no Officer of the Association shall be appointed to any office of the Association paid by salary or fees, or receive any remunerations or other benefit in money or money's worth from the Association.

**Article 14: Collaboration with other organisations**

- 14.1 In accordance with the objectives of the Association set out in Article 3 IOGOOS will work closely with other organisations to promote operational oceanography.
- 14.2 The Annual Meeting may invite representatives of other organisations to establish a link with the Association, or may arrange exchange of observers or cross-membership, in accordance with classes of Membership.
- 14.3 The Association is a regional Subsidiary of the Global Ocean Observing System (GOOS) and as such will seek to develop GOOS objectives in Indian Ocean region in collaboration with the governing body of GOOS, and in collaboration with other regional GOOS organisations.

**Article 15: Duration**

IOGOOS will continue until such time as an Annual Meeting of Members decides that it should end.

**Signatories to the IOGOOS MoU**

Agency	Country	Signature	Name