

Emergency Response Collaboration Agreement for the Mediterranean Region

This Agreement is made by and among:

The Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (“REMPEC” or “Party”) with office address at Maritime House, Lascaris Wharf, Valletta VLT 1921, Malta, and represented by the Director, Mr. Frederic Hebert,

and

the following members of the Mediterranean Operational Oceanography Network (“MOON”), which list may be amended from time to time through the Form of Adhesion in Annex A hereto (each a “MOON Member” or “Party”):

Istituto Nazionale di Geofisica e Vulcanologia, Via di Vigna Murata, 605, 00143 Roma, Italy, represented by Prof. Enzo Boschi, President;

Cyprus Oceanography Center, University of Cyprus, P.O.Box 20537, 1416 Nicosia, Cyprus, represented by Prof. Georgios Georgiou, Director;

Hellenic Centre for Marine Research, Institute of Oceanography, 46.7 km Athens-Sounio Ave. PO Box 712 Anavyssos, Attica, GR-190 13, Greece, represented by Prof. George Th. Chronis, President and Director;

MERCATOR OCEAN, 8-10 rue Hermès, parc technologique du canal, 31520 Ramonville St Agne, France, represented by Dr François Gerard, President of the board of administration;

International Ocean Institute-Malta Operational Centre, Physical Oceanography Unit Level 3/315, Chemistry Building, University of Malta, MSD2080, Malta, represented by Dr Aldo Drago, Director

Institut français de recherche pour l'exploitation de la mer, 155, rue Jean-Jacques Rousseau, 92138 Issy-les-Moulineaux Cedex, France, represented by Dr Jacques Serris, Delegated General Director;

Istituto Nazionale di Oceanografia e di Geofisica Sperimentale, Borgo Grotta Gigante, 42/c, 34010 Sgonico (Trieste), Italy, represented by Prof. Iginio Marson, President;

Consejo Superior de Investigaciones Científicas, C/ Serrano 117, 28006 Madrid Spain, represented by Dr. M. Carmen Peláez Martínez, Vicepresidenta de Organización y Relaciones Institucionales del CSIC;

Ente per le Nuove Tecnologie, l'Energia e l'Ambiente, Dipartimento Ambiente, Cambiamenti Globali e Sviluppo Sostenibile, Via Anguillarese 301, 00123, Santa Maria di Galeria, Roma, Italy, represented by Marcello Garozzo, Department Director;

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University of Athens, Division of Physics of the Environment - Meteorology
University Campus, Build PHYS-5, 15784 Athens, Greece, represented by Prof. D. N. Asimakopoulos, Vice-rector;

Consiglio Nazionale delle Ricerche, Istituto di Scienze dell'Atmosfera e del Clima, Via Gobetti 101, 40129 Bologna – Italy, represented by Dr. Domenico Anfossi, Director;

Israel Oceanographic & Limnological Research, Tel-Shikmona, P.O.B. 8030, represented by Dr. Barak Herut, Director General;

and

Institute of Accelerating Systems and Applications, Atmospheric Modelling and Weather Forecasting Group (IASA/AM&WFG) University Campus, Building PHYS-5, Athens, 15784, Greece, represented by Prof. George Kallos, Director of the Division.

Witnessed that:

Whereas, REMPEC is administrated by the International Maritime Organization (IMO) and supervised by the United Nations Environment Programme/Mediterranean Action Plan (“UNEP/MAP”) for the purpose of:

Strengthening the capacities of the coastal States in the Mediterranean region with a view to preventing pollution of the marine environment from ships and ensuring the effective implementation in this region of the rules which are generally recognized at the international level, relating to the prevention of pollution from ships, and with a view to abating, combating and, to the fullest possible extent, eliminating pollution of the marine environment irrespective of the source;

Developing regional co-operation in the field of prevention of pollution of the marine environment from ships, and to facilitate co-operation among the Mediterranean coastal States in order to respond to pollution incidents which result or may result in a discharge of oil or other hazardous and noxious substances and which require emergency actions or other immediate response;

Assisting coastal States of the Mediterranean region, which so request in the development of their own national capabilities for response to pollution incidents which result or may result in a discharge of oil or other hazardous and noxious substances and to facilitate information exchange, technological co-operation and training; and

Providing a framework for exchange of information on operational, technical, scientific, legal and financial matters, and to promote dialogue aimed at conducting co-ordinated actions at national, regional and global levels for the implementation of the Protocol Concerning Co-operation in Preventing Pollution from Ships and in Combating Pollution of the Mediterranean Sea by Oil and other Hazardous and Noxious Substances in Cases of Emergency.

Whereas, MOON is an operational monitoring and forecasting network in the Mediterranean Sea, built by the EuroGOOS (Global Ocean Observing System) Task Team and a contributor

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to GMES (Global Monitoring for Environment and Security) Marine Core Service activities, with the following objectives:

Consolidating and expanding the Mediterranean Sea concerted monitoring and forecasting systems, and ensuring full integration to the overall operational oceanography global ocean European capacity;

Coordinating, improving and harmonizing observation and information systems;

Increasing the quality of and harmonizing user-oriented operational products, and further enhancing the availability of operational oceanographic products;

Improving and further establishing services to meet the requirements of environmental and maritime user groups;

Encouraging Mediterranean scientific research on monitoring/forecasting activities and their link with operational oceanographic services;

Facilitating the availability and dissemination of long term high quality data required to advance the scientific understanding of the Mediterranean Sea; and

Promoting the transfer of operational oceanography expertise through training and education.

Whereas, the Parties:

Address matters of common interest and implement similar tasks, which include training, awareness and dissemination of information

Declare their interest in establishing mutual co-operation, and therefore

Agree on the following arrangements set out hereunder:

Part A Objective

1. The Parties enter into this Agreement with a view to ensuring maximum coordination of the work and activities of REMPEC and MOON in respect of matters of common interest.

Part B Scope of Co-operation

2. As appropriate and within their respective terms of reference and limits of their existing work programmes and available budgets, REMPEC and the MOON Members will endeavour to:

- a) share information and outputs of their respective activities for the purpose, and within the scope, of this Agreement, subject to arrangements as may be necessary for safeguarding confidential information;
- b) utilise the MOON Members' expertise in the activities which are regularly carried out by REMPEC (e.g. training, organization of workshops, conferences and assistance in contingency planning);
- c) collaborate in assisting the Mediterranean coastal states, upon request, in emergency situations. In particular, relevant MOON Members will provide the Centre with meteoceanographic forecasting data and oil spill drifting predictions for the affected area, for prompt dissemination by REMPEC as appropriate. The MOON Members will further endeavour to identify and establish contact with other relevant oceanographic institutes which could assist REMPEC during the emergency phase;
- d) collaborate in the development of projects for the prevention of operational pollution from ships in the Mediterranean region. The relevant MOON Members will make available meteoceanographic data and oil spill applications (forecasting/hindcasting modelling) to enhance the possibility of identifying the polluting ship;
- e) collaborate in the development of the MOON Network with a view to enhancing high resolution meteoceanographic forecasting data in areas of the Mediterranean where at present there is a lack of data; and
- f) cooperate in the development of oil risk maps for the Mediterranean region. REMPEC will contribute to fine tuning the development of these maps through its knowledge regarding marine pollution from ships and, where possible, by providing data on the main shipping lanes in the region.

3. With respect to all joint activities under this Agreement, and in particular paragraphs 2 b), c), and d) above, REMPEC agrees to acknowledge MOON and the relevant MOON Members in all results it disseminates, in any form or medium, including publications and annual reports, to which one or more MOON Member has contributed. Such acknowledgement will mention MOON (in both its full name and acronym) and each

contributing MOON Member individually. Any visual medium will also include the relevant logos.

4. No MOON Member will be liable to REMPEC or to any third party for harm resulting from any use or misuse of the information it provides under this Agreement.
5. REMPEC will not be liable to MOON Members or to any third party for harm resulting from any use or misuse of the information it provides under this Agreement.
6. The Parties agree that the services provided under this Agreement will be free of charge.

Part C Implementation

7. A virtual MOON Emergency Response Office (ERO) will be established to serve as the coordinating body for MOON Members to receive, evaluate and disseminate information. The ERO will consist of an expert board to which each Party will nominate one expert, and will be headed by an ERO Manager nominated by the board. The ERO will function as follows:

- a) In the event of an oil spill or other emergency, REMPEC will contact the ERO Manager, who will compile the information and transmit it to the Expert Board via e-mail and/or fax, as appropriate. The relevant members of the Expert Board will provide appropriate information, which the ERO manager will then relay to REMPEC.
- b) For all other joint efforts under this Agreement, in particular those in paragraphs 2 b) and d) above, the ERO will serve as the contact point for organizing the relevant activities.
- c) The ERO will also contribute to the drafting of the annual report described in paragraph 8 below.

8. Each of (a) REMPEC and (b) the MOON Members collectively will appoint one representative to jointly prepare an annual report on the activities carried out under this Agreement. The report will detail the specific actions taken, the progress made and the challenges encountered in achieving the goals stated herein, and will make recommendations for future action.

Part D Intellectual Property

9. All intellectual property rights to any result generated in the course of activities under this Agreement, including but not limited to copyright, will remain the property of the generating Party. In cases where the result is indivisible, such rights will be held jointly by the relevant Parties on terms decided on a case-by-case basis through separate written agreements. In any event, the Parties will use the data and other information provided under this Agreement exclusively for non-commercial purposes and only to the extent necessary to achieve its express objectives. Nothing in this paragraph will prevent REMPEC from

disseminating the information provided by MOON Members for the purpose of responding to emergencies as contemplated in this Agreement.

Part E
Non-Waiver and Settlement of Disputes

10. Nothing contained in the present Agreement shall constitute a waiver, express or implied, of any privilege or immunity which any Party may enjoy, whether pursuant to the UN Convention on Privileges and Immunities of the Specialized Agencies or any other convention or agreement, law, order or decree of international or national character. Any dispute among the Parties concerning the interpretation of application of the present Agreement shall be settled amicably.

Part F
Entry into Force, Termination, Withdrawal and Amendment

11. This Agreement will enter into force on the date of signature by REMPEC and all MOON Members, and will have a duration of five (5) years, renewable for an additional five (5) years if the Parties so commit in writing prior to its expiration. Any other member of MOON may become a Party to this Agreement at any time by signing the model Form of Adhesion set forth in Annex A to this Agreement. Upon adhesion, each new Party will nominate an expert to the ERO.

12. This Agreement may be terminated by written agreement among the Parties. Should any Party wish to withdraw, it may do with 30 days' advance written notice to all other Parties. Unless otherwise agreed, the withdrawal of any individual MOON Member will not affect the Agreement's validity *vis-a-vis* the remaining Parties.

13. This Agreement may be amended by written agreement among the Parties.

In witness whereof, the Parties sign this Agreement on the date(s) set forth below.

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Dated 02.10.2008

For: Regional Marine Pollution Emergency Response Centre
for the Mediterranean Sea

Frederic Hebert (authorised signatory)
Director

Date: _____

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For: [Name of MOON Member]

[*Name*] (authorised signatory)
[*Title*]

Date: _____

ANNEX A
Form of Adhesion

[*MOON Member*]

In accordance with paragraph 11 of the Agreement on Cooperation between the Regional Marine Pollution Emergency Response Centre for the Mediterranean Sea (REMPEC) and Certain Members of the Mediterranean Operational Oceanography Network (MOON) (the “Agreement”), [*MOON Member*] hereby agrees to become a Party to the Agreement and to be bound by its terms and conditions.

[*MOON Member*] has been provided with a copy of the Agreement as concluded by the original Parties and which entered into force on [*date of last Party’s signature*].

For [*MOON Member*]

Authorised signatory:

Title:

Signature:

Date: