

MEMORANDUM OF UNDERSTANDING
for the
GULF OF MAINE OCEAN DATA PARTNERSHIP

The signers of this non-binding Memorandum of Understanding, being governmental agencies, intergovernmental organizations, and nongovernmental organizations, including academic, research, or other nonprofit entities, each of which is engaged in the collection of physical, biological, chemical, or geologic data on the Gulf of Maine, have decided that a coordinated effort is needed to enable users throughout the Gulf of Maine region and beyond to discover and put to use the vast and growing quantities of data in their respective databases. Through the coordinated access to the respective databases, the signers wish to advance a truly integrated ocean observing system in the Gulf of Maine, promote an understanding of the diversity and distribution of life in the Gulf of Maine, and contribute to integrated oceans management.

The signers of this MOU hereby express their intention to become Participants in the Gulf of Maine Ocean Data Partnership (hereinafter called “Partnership”).

Paragraph 1
DEFINITIONS

1. Data: biological, oceanographic (including plankton and chemical), geological, human use and cultural resource data relating to the marine environment of the Gulf of Maine area.
2. Participant: an organization or individual within an organization that monitors, observes, or makes measurements of or relating to the Gulf of Maine and that supplies the resulting data for research, operations, decision-making, or other purposes; or an organization that represents organizations that supply such data; or an organization whose mission includes disseminating such data.
3. Portal: a network-accessible interface that allows coordinated access to multiple institutional data nodes that serve data and/or metadata. The portal must perform an aggregation function that enables search and discovery. It may also offer download capabilities by acting as a secondary server of primary data sources and may provide analytical and visualization tools. Where possible, a portal maintains a dynamic link to both the primary data (so that searches are up to date) and metadata (including data providers and such information on data standards and protocols that will allow users to assess the integrity and quality of data and databases).
4. Host: the Gulf of Maine Ocean Observing System (GoMOOS), a nonprofit, 501c(3) corporation based in Portland, Maine.

**Paragraph 2
UNDERSTANDINGS**

1. The Partnership is an open-ended, international, coordinated information system set up to provide for access to and integration of continuously updated and archived scientific data for research and management of the Gulf of Maine.
2. The Participants' involvement in this MOU is subject to the good will of and appropriations and allocations of funds by the appropriate authorities and to the applicable laws and regulations governing the Participants.
3. This MOU is not legally binding, nor does it impose an expectation of contravening the security or intellectual property policies of the Participants.
4. The Governing Board of the Partnership will strive to reach decisions by consensus whenever possible.

**Paragraph 3
PURPOSE AND GOAL**

1. Purpose

The purpose of the Partnership is to promote and coordinate the sharing, linking, electronic dissemination, and use of data on the Gulf of Maine region.

2. Goal

The goal of the Participants is to create and support an information system that:

- a. is technically and institutionally capable of linking databases that are created and individually maintained by Participants and, where necessary and appropriate, to archive data sets;
- b. is region-wide in scale;
- c. is compatible with other regional, national, and international information systems;
- d. is accessible by individuals throughout the Gulf of Maine region and beyond;
- e. develops the web-based, visualization, and other information technologies needed for the seamless exchange and facile use of distributed and aggregated data; and
- f. acknowledges and maintains the integrity of all data sources.

Paragraph 4
INVOLVEMENT OF PARTICIPANTS

1. Each Participant, while maintaining control of its respective database or databases, will make its best efforts to:
 - a. Participate actively in the formulation and implementation of the Partnership's work program;
 - b. Promote the sharing of data under a common set of database and exchange protocols and standards;
 - c. Form a node or nodes, accessible via the Partnership's information system, that will provide access to its data;
 - d. Improve high-speed networking and computation infrastructures; and
 - e. Provide for the training of data managers, technicians, and others in the goals and technical aspects of the Partnership's information system and to keep the data available to the Partnership's information system up to date.
2. Participants agree to make their best efforts to contribute to the necessary support of the Partnership, as established by the Governing Board. Participants will bear the costs of their own participation in the Partnership, including the costs of travel and attendance at meetings.

Paragraph 5
GOVERNING BOARD

1. Role and Purpose

The Governing Board will be the means by which the Participants will make collective decisions on all matters relating to the Partnership, which will then be put into effect by the Host and the Participants. No Participant will be expected to implement any decision that is contrary to its own rules and policies.

2. Establishment

The Governing Board will come into existence at the first meeting of the Participants after establishment of the Partnership, subject to the provision of Paragraph 8, and for administrative purposes will be a program of the Gulf of Maine Ocean Observing System. It is understood that the Partnership is consistent with and will help promote the purposes of the Gulf of Maine Ocean Observing System.

3. Composition

The Governing Board will consist of one representative from each Participant, who shall be named in writing by the Participant. The representative may serve until replaced by the Participant. Each representative may designate in writing one person who may participate in the meetings of the Governing Board in the representative's absence and may vote on behalf of the named representative.

4. Voting

- a. The Governing Board should strive to work by consensus whenever possible. Except where mandated in this MOU that a decision must be made by consensus, if consensus cannot be reached after reasonable attempts have been made, then approval by super-majority of those present and voting is required. A quorum is 50% of the Governing Board's members.
- b. A super-majority vote is the affirmative vote of a two-thirds majority of the representatives present and voting. "Present" can mean in person, by telephone, video conference, or other practical means determined in advance by the Governing Board.

5. Responsibilities

The Governing Board may:

- a. Adopt an annual work program and budget for the Partnership.
- b. Adopt a schedule of suggested contributions to be made by Participants necessary to fund the annual budget.
- c. Adopt policies for the development, operation, and maintenance of the Partnership's information system.
- d. Monitor the performance of the Host.
- e. Provide for the addition of Participants and their data bases to the Partnership and its information system.
- f. Carry out the other functions conferred upon it by this Memorandum of Understanding, including any Annexes or modifications made thereto.
- g. Modify this Memorandum of Understanding and any Annexes thereto.

6. Procedures

The Governing Board may establish such committees and rules of procedures, including the date of an annual meeting and meeting notice requirements, as are required for its proper functioning.

Paragraph 6 HOST

1. Role and Purpose

Provided that the necessary resources are received according to the Governing Board's annual work program, the Host of the Partnership will provide the location, one or more portals and other facilities, and services agreed to in this Memorandum of Understanding and in the work program adopted by the Governing Board. The services may cover information technologies and equipment, staff management, financial management and similar services to implement and support the information system and Partnership.

2. Scope of Authority and Duties

- a. The Host will be accountable to the Governing Board for all matters pertaining to the Association.
- b. The Host will provide staff to organize, convene, provide technical assistance to, and follow up on the meetings of the Governing Board.
- c. The Host will prepare and submit to the Governing Board three months prior to the beginning of the Governing Board's annual meeting a work program and a proposed budget to implement the work program.
- d. The Host will endeavor to implement and, as appropriate, assist the Governing Board and Participants in implementing the adopted work program.
- e. The Host will maintain a separate account for funds raised to develop, operate, and maintain the Partnership, for collecting assessments approved by the Governing Board and placing the assessments into this account, and for holding in trust for the benefit of Participants any assets which may accrue to or be acquired for the Partnership.
- f. The Host may accept, on behalf of the Governing Board, grants, income, or other funds for the purposes set out in this Memorandum of Understanding.
- g. The Host shall be reimbursed expenses and costs reasonably and properly incurred, consistent with the adopted annual budget, in fulfilling its responsibilities as Host. The Host shall not commit to expenditures beyond the

funds that are in the account maintained for the purposes of supporting the Partnership.

Paragraph 7
INTELLECTUAL PROPERTY

1. Applicable Law

Nothing in this Memorandum of Understanding should be read to alter the scope and application of intellectual property rights and responsibilities as determined under relevant laws and rules to which Participants are subject.

2. Access to Data

To the greatest extent possible, the Partnership's information system is foreseen as an open-access facility. All users, whether Participants or not, will have access to the databases affiliated with the Partnership's information system.

3. Attribution

The Partnership should seek to ensure that the source(s) of data is (are) acknowledged and that such attribution is maintained in any subsequent use of the data.

4. Access to Specific Data

Recognizing that it is an objective of the Partnership to make as much data as practicable available for use by the public, it is nevertheless the right and responsibility of the owners of databases to determine what data will be made available to the Partnership's information system and when such data will be made available.

5. Validity of Data

It should be a condition of access to and use of the Partnership's information system that, at the direction of a Participant providing the data, users acknowledge that the validity of the data in any databases affiliated with the Partnership's information system cannot be assured, or the range of error that may be associated with the data. The Partnership, at the direction of a Participant, should disclaim responsibility for the accuracy and reliability of the data as well as for the suitability of its application for any particular purpose.

Paragraph 8
ESTABLISHMENT OF PARTNERSHIP;
ASSOCIATION AND DISASSOCIATION OF PARTICIPANTS

1. Establishment of the Partnership

The Partnership will come into existence on January 1, 2004, or when the Host and at least four other Participants have signed this MOU.

2. Association of Participants

Association with this MOU is open to any entity that meets the definition of a Participant. Such association becomes effective upon signature of this MOU.

3. Disassociation of Participants

Any Participant may disassociate itself from this MOU by advising the Governing Board in writing of its intention to do so and of the effective date. In the event of disassociation of a Participant, the Governing Board may agree by consensus to adjust the work program, budget, and/or suggested contributions to take account of such disassociation.