## INTERNATIONAL HYDROGRAPHIC ORGANIZATION



## ORGANISATION HYDROGRAPHIQUE INTERNATIONALE

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# PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION AND THE WORLD METEOROLOGICAL ORGANIZATION

Reference: IHO CL 66/2014 dated 17 September - Outcomes of the Sixth Meeting of the Sub-

Committee on the World-Wide Navigational Warnings Service (WWNWS-SC)

### Dear Hydrographer,

- 1. This letter proposes that the long-standing engagement and positive achievements between the IHO and the World Meteorological Organization (WMO) be recognised through a Memorandum of Understanding (MoU).
- 2. The WMO is a specialized agency of the United Nations (UN). It is the authoritative voice of the UN on the state and behaviour of the Earth's atmosphere, its interaction with the oceans, the climate it produces and the resulting distribution of water resources. WMO has a membership of 191 Member States and Territories. It originated from the International Meteorological Organization (IMO) which was founded in 1873. Established in 1950, WMO became the specialized agency of the United Nations in 1951 for meteorology (weather and climate), operational hydrology and related geophysical sciences.
- 3. The WMO has worked in partnership with the IHO for many years through its long involvement in the Commission on the Promulgation of Radio Navigational Warnings (CPRNW) and its successor the World-Wide Navigational Warnings Service Sub-Committee (WWNWS-SC). The IHB has represented the IHO at meetings of the Expert Team on Maritime Safety Services (ETMSS) of the WMO, and the Joint Technical Commission for Oceanography and Marine Meteorology (JCOMM) of the WMO and the UNESCO Intergovernmental Oceanographic Commission (IOC). As reported in the reference, the WWNWS-SC and JCOMM ETMSS held a joint session during their last meetings collocated in Wellington, New Zealand.
- 4. Through the WWNWS-SC Document Review Working Group (DRWG), WMO representatives have been actively engaged in the development of and revisions to the numerous documents related to the provision of Maritime Safety Information (MSI). Most recently this has included the IMO Resolutions A.705(17), Promulgation of Maritime Safety Information, and A.706(17), World-Wide Navigational Warning Service, and the Joint IMO/IHO/WMO Manual on MSI, which was approved at the 94th session of the IMO Maritime Safety Committee. The IHO members of the WWNWS-SC worked closely with WMO representatives to develop the World-Wide Met-Ocean Information Warning Service (WWMIWS), the associated METAREA Coordinators, which mirror the NAVAREA Coordinators structure, and the

supporting IMO Resolution A.1051(27), IMO/WMO World-Wide Met-Ocean Information and Warning Service (WWMIWS), which is due to be reviewed by the DRWG starting in 2015.

- 5. In addition to MSI activities, WMO personnel, through the ETMSS and the JCOMM Expert Team on Sea Ice (ETIS), and in cooperation with the IHO Transfer Standard Maintenance and Application Development Working Group (TSMAD), have been developing S-100 based Product Specifications for the presentation of Sea Ice (S-411) and Met-Ocean forecasts (S-412) in ECDIS. Progresses on these specifications were reported recently to the 6<sup>th</sup> meeting of the IHO Hydrographic Services and Standards Committee. Notably, S-411 is one of the more developed and complete S-100 Product Specifications.
- 6. The IHO and the WMO cooperate in capacity building as partner organizations. The WMO regularly attends and actively contributes to the Joint IHO / IMO / WMO / IOC / IALA / IAEA / FIG Capacity Building Coordination Meetings held annually since 2008. The main objectives of these meetings are to coordinate joint Capacity Building projects and share experiences, maintain a common view for the future, and develop a stronger inter-organization Capacity Building Strategy and Work Programme.
- 7. Despite the long and productive history of cooperation between the two organizations, there is no current formal recognition of this successful and continuing partnership. Following discussions between the Directing Committee and the WMO Secretariat, it is proposed that the long-standing engagement and positive achievements be recognised through a Memorandum of Understanding (MoU) between the IHO and the WMO. The MoU will follow similar principles and aims as the existing Memoranda of Understanding between the IHO and intergovernmental organizations such as the European Commission, the IMO and the IOC. The MoU will provide an overarching framework for the continuation of discussion and consultation between the IHO and the WMO in relation to enhancing MSI, capacity building, and other matters of mutual interest between the IHO and WMO. The text of the proposed MoU is provided in the Annex to this letter.
- 8. The Directing Committee considers that the proposed MoU will signify a further strengthening of the successful relationship between the WMO and the IHO. Subject to any comments received from IHO Member States, the President of the Directing Committee will sign the Memorandum on behalf of the IHO in February 2015.
- 9. IHO Member States are kindly requested to review the proposed text at Annex and to provide their comments, if any, to the IHB no later than **01February 2015**.

On behalf of the Directing Committee Yours sincerely,

Robert WARD President

Annex: Draft text of a Memorandum of Understanding between the IHO and the WMO (in English only)

### DRAFT TEXT OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE IHO AND THE WMO





# MEMORANDUM OF UNDERSTANDING BETWEEN

# THE WORLD METEOROLOGICAL ORGANIZATION (WMO) AND THE INTERNATIONAL HYDROGRAPHIC ORGANIZATION (IHO)

The World Meteorological Organization, hereinafter referred to as 'WMO' is an intergovernmental organization having its seat in Geneva, Switzerland. WMO is a specialized agency of the United Nations and is the UN system's authoritative voice on the state and behaviour of the Earth's atmosphere, its interaction with the oceans as well as the climate it produces. The responsibilities of WMO include the coordination of Marine Weather Information provided by National Meteorological Services to the Global Maritime Distress and Safety System (GMDSS) in accordance with the International Convention for the Safety of Life at Sea (SOLAS). Included within SOLAS is the provision that "the Contracting Governments undertake to encourage the collection of meteorological data by the ships at sea, and to arrange for their examination, dissemination and exchange in the manner most suitable for the purpose of aiding navigation".

The International Hydrographic Organization, hereinafter referred to as 'IHO', is an intergovernmental organization having its seat in Monaco, that was established in 1921 to support safety of navigation and the protection of the marine environment. IHO is the specialized organization whose principal aim is to ensure that all the world's seas, oceans and navigable waters are surveyed and charted, through the coordinated endeavours of national Hydrographic Offices. The responsibilities of IHO include the coordination of the World-Wide Navigational Warning Service and its contribution to the GMDSS in accordance with SOLAS. Included within SOLAS is the provision that "Each Contracting Government shall take all steps necessary to ensure that, when intelligence of any dangers is received from whatever reliable source, it shall be promptly brought to the knowledge of those concerned and communicated to other interested Governments". The IHO enjoys observer status at the United Nations and the International Maritime Organization (IMO), where it is recognized as the competent international authority for matters concerning hydrography and nautical charting.

WMO and IHO agree to establish and maintain cooperation relative to matters of common interest to both Organizations, in particular the coordination of the activities relating to the provision of Maritime Safety Information (MSI) through the GMDSS, in the framework of SOLAS. The following arrangements will be put in place under this Memorandum of Understanding (MoU):

1. WMO and IHO agree to exchange information and documentation and to keep each other fully informed of their activities and programmes of work relating to the promulgation of MSI, subject always to such arrangements as may be necessary for safeguarding or withholding of information of a confidential nature. Exchange of information is subject to the provisions of the Convention of each Organization as well as any of their respective Rules and Procedures.

- 2. With a view to facilitating attainment of their respective objectives as set forth in their constituent instruments, WMO and IHO agree to establish and maintain regular consultation with regard to matters of common interest in the field of maritime communications for maritime safety and efficiency of navigation. Accordingly, when either Organization proposes to initiate a programme or activity on a subject in which the other Organization has or may have substantial interest, it will consult the latter Organization taking into account the respective objectives of both Organizations.
- 3. Each Organization may propose matters for consideration by the organs of the other Organization, submitted to the Secretary-General of WMO or the President of IHB Directing Committee (to be replaced by *the Secretary-General of IHO* when the Protocol of Amendments to the IHO Convention enters into force) for appropriate action.

### 4. Participation in meetings:

- (a) WMO may be invited to be represented as an observer in meetings of IHO organs or their subsidiary bodies or conferences convened by IHO. Such participation shall be in accordance with IHO General Regulations and the applicable Rules of Procedure and Resolutions.
- (b) IHO may be invited to be represented as an observer in meetings of WMO organs or their subsidiary bodies or conferences convened by WMO. Such participation shall be in accordance with WMO General Regulations and the applicable Rules of Procedure and Resolutions.
- (c) Each Party shall be responsible for its own costs and/or funding its respective responsibilities under this MoU.
- 5. Each Party shall appoint a Representative that shall coordinate relations with the other Party, including between technical experts of the Parties, and that shall keep the Head of their Organization informed. Any change of Representative shall be communicated in writing to the other Party.
- 6. Any use by either Party of the other Party's name, emblem or logo, shall only be made with the prior written approval of that other Party.
- 7. The Parties shall settle between them any question of interpretation or difference concerning this MoU.
- 8. Nothing contained in this MoU shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities enjoyed by WMO or by IHO.
- 9. Nothing contained in this MoU shall bind any of the Member States of either organization jointly or severally.
- 10. This MoU may be revised by written agreement between WMO and IHO.
- 11. WMO or IHO may at any time terminate this MoU by giving six months' prior written notice to the other Party.
- 12. This MoU shall enter into force on the date of its signature by the Parties, it being understood that where it is subject to approval or ratification, the date of signature will be after the approval or ratification has taken place.
- 13. This MoU shall remain in force for an initial period of 5 years and shall thereinafter be renewed automatically, each time for a new period of five years, unless a written notice of termination is given by one of the Parties to the other at least six months prior to the renewal date, or the Parties have agreed on its termination or on its renewal by another period.

Done in duplicate in the English language.

For the Worl	d Meteorological	<b>Organization</b>
	(WMO):	

For the International Hydrographic Organization (IHO):

Mr Michel Jarraud Secretary-General Mr Robert Ward President

Geneva, Date:

Monaco, Date: