

**17<sup>TH</sup> CHRIS MEETING****ROSTOCK, GERMANY, 5-9 SEPTEMBER 2005****Information Paper for Consideration by CHRIS****AGENDA ITEM 12.1: ISO-TC211****Draft IHO-ISO Memorandum of Understanding**

<b><i>Submitted by:</i></b>	IHB
<b><i>Executive summary:</i></b>	A Draft Cooperative Agreement between the IHO and ISO/TC211, which had been prepared by the IHB, was considered and supported by CHRIS/14 (Shanghai, China, 2002). Doc. CHRIS14-16.1A refers. Subsequent developments revealed that a Memorandum of Understanding would be more appropriate to formalize such arrangement between two international organizations. The annexed draft MoU has been closely derived from the previously agreed CA.
<b><i>Actions to be taken:</i></b>	The meeting is invited to take note of this draft MoU and to comment, as appropriate, before it is circulated to IHO MS for approval.
<b><i>Related documents:</i></b>	None.

**Memorandum of Understanding between the International Organization for Standardization (ISO) and the International Hydrographic Organisation (IHO)**

**Draft**

This Memorandum of Understanding is made and entered into by and between The International Organization for Standardization (ISO) and the International Hydrographic Organisation (IHO) relating to cooperation between ISO/ TC 211 and IHO to enable the development and alignment of agreed joint standards and profiles based on some or all of the parts of the ISO 19100 series or other related standards. The resulting standards and profiles may be published by ISO as ISO deliverables subject to the ISO Directives and jointly by IHO as IHO publications. IHO will continue to support existing IHO standards and specifications. Existing IHO specifications for geographic information, will however be aligned wherever possible with the ISO 19100 series of standards.

WHEREAS, The IHO is an intergovernmental consultative and technical organization that was established in 1921 to support the safety of navigation and the protection of the marine environment. The IHO is committed to the promotion of international standards, necessary for insuring uniformity of products and for facilitating the exchange of information.

WHEREAS, ISO is a nongovernmental organization comprised of a network of national standards institutes and is the world's largest developer of standards. Technical Committee 211 of ISO (ISO/TC 211) produces ISO International Standards for Geographic Information/Geomatics through a national body balloting process.

WHEREAS, the IHO seeks to develop joint standards with ISO/TC 211 for certain aspects of geographic information and align working practices with ISO/TC 211 while retaining its user responsiveness.

WHEREAS, ISO/TC 211 seeks to access relevant international user specifications as input to the ISO standards development process and to co-operate with IHO in assisting the alignment of life cycle working practices within the constraints of the ISO Directives.

WHEREAS, ISO/TC 211 and IHO wish to harmonize their respective work programs, achieve mutual benefit from sharing expertise of domain experts of the two organization and welcome cross-project participation where appropriate.

Now THEREFORE, the parties hereto mutually agree as follows:

**LIAISON**

As a class A liaison organization to ISO/TC 211, IHO members, IHO technical staff, and IHO nominated experts may attend ISO/TC 211 working groups and plenary meetings and participate in the work in a non-voting capacity. IHO liaison to ISO/TC 211 provides overall co-ordination of this activity within IHO.

ISO/TC 211 representatives may participate as non-voting liaison members to the IHO committees and working groups so that reciprocal liaison in the other direction can be achieved. Notification of intended participation should be communicated between the ISO/TC 211 secretariat and the IHO liaison or pertinent Working Group chairs.

Reports on the work of IHO will be given at each relevant ISO/TC 211 plenary or working group meeting; reciprocally, and conversely, reports on the work of ISO/TC 211 will be given at each relevant IHO meeting.

## **COLLABORATIVE DEVELOPMENT**

IHO and ISO/TC 211 desire that any IHO specification that is input into the formal ISO/TC 211 process for the establishment of a joint standard is as close to meeting ISO style and quality requirements as possible. Because user specifications require extra care in styles, IHO agrees to follow the ISO style guide as given in ISO Directive part 3 as far as is applicable.

New IHO work items that are intended for processing as joint IHO/ISO International Standards will be submitted by the IHO liaison as soon as possible to ISO/TC 211 as a New Work Item Proposal (NWIP). The NWIP will be submitted along with the available documentation and with the nomination of an IHO Project Leader or one that is acceptable to IHO. The NWIP will be sent out for ballot and comments as set out in the ISO Directives.

At the time that an IHO specification is submitted to ISO/TC 211 for processing as a joint IHO/ISO Standard, the IHO shall identify the base document(s) supporting and justifying the work.

All drafts and working documents will be made freely available to IHO and ISO/TC 211 committee and working group members according to each party's normal practices.

Formal comments received by ISO/TC 211 will be forwarded to the IHO liaison. IHO liaison will forward to the ISO/TC 211 Secretariat the results of IHO commenting and voting processes.

## **INTELLECTUAL PROPERTY RIGHTS (IPR)**

In accordance with its terms of reference, IHO will retain the right for circulation and reproduction of all working documents and final products developed as part of any joint work with ISO/TC 211. Subject to the rights of third parties, any work developed under this agreement, as well as any joint final ISO deliverables, will remain free from any IPR restrictions that may limit the application of the final deliverable. ISO will have the non-exclusive right to copy and use the text of any IHO document created under this arrangement. The purpose will be to influence the development of ISO deliverables. ISO/TC 211 agrees that the resulting ISO International Standard, or other deliverable, will contain a suitable statement indicating that any jointly developed standard was derived from the relevant IHO documents and developed jointly with IHO and IHO will include a similar statement identifying any documents developed together with ISO. Published ISO documents under this agreement will be referenced, within any IHO equivalent documents. These references will contain sufficient information for those wishing to obtain the ISO equivalent documents to be able to do so. Publishing arrangements between ISO and ISO member countries are unchanged by this agreement.

## **PARALLEL APPROVAL**

Approval of jointly developed standards will be by parallel voting on the joint work in accordance with the voting procedures in each organization. If a document is voted yes by both parties then it has joint status. If either party votes "no", then the document is not joint, and only the party that voted yes might adopt the document.

## **DISTRIBUTION OF FINAL STANDARDS**

Both IHO and ISO individually retain the rights to publish all documents developed under this agreement according to their own practices. After adoption as a Draft International Standard (DIS, FDIS), or an International Standard (IS), the corresponding IHO version of the ISO International Standard will be published as an IHO specification and will be published and circulated according to their normal practices.

## **MAINTENANCE OF STANDARDS**

Both organizations acknowledge that a Registration Authority will be required for the successful implementation of certain provisions in ISO Standards resulting from this agreement. It is recognized that both IHO and ISO may develop registries independent of each other, even based on jointly developed standards: however, both IHO and ISO will inform each other of such developments and co-operate where appropriate.

## **EFFECTIVITY**

This Memorandum of Understanding shall enter into force upon signature and shall remain in force unless terminated by either party upon three month written notice. Changes may be proposed by a resolution from one party and agreed by resolution from the other.