



LETTER OF AGREEMENT

(herein referred to as the “Agreement”)

between

OceanOPS

and

[<Network name or coordinating group>]

(also referred to as “Party” individually and “Parties” collectively)

[insert year here]

Preamble

The World Meteorological Organization (WMO) and Intergovernmental Oceanographic Commission (IOC) in-situ Ocean Observations Programme Support centre (OceanOPS) has a central role in monitoring the in-situ ocean observing systems and its constituent networks and maintains an integrated metadata database across all the GOOS observing networks, covering a range of platform types (floats, drifters, ships etc.). OceanOPS is managed under the umbrella of WMO and IOC; its staff are employed by WMO and based in Brest, France. OceanOPS delivers a range of services to the various GOOS observing networks, with its services falling into three main categories (i) baseline, (ii) standard and (iii) advanced services.

The Baseline Services are largely automated cross-cutting services applicable to all endorsed OCG networks and are underpinned by the core funding provided by IOC/UNESCO and WMO to OceanOPS and non-network specific contributions from some Members, including the host country.

The Standard Service builds on the Baseline Service and comes as a package of services that include more advanced levels of tailored services that can be provided to those networks who provide funding into OceanOPS. Minimal technical coordination will be provided to ensure standard services delivery. A Standard Plus option enables the networks to secure services of a dedicated technical coordinator.

The Advanced Services built on top of the standard services package, are network-specific and may include more advanced monitoring and reporting, data and metadata management, operational and technical support. They include further dedicated network support from the technical coordinators in OceanOPS. The level of the direct services and dedicated network support being agreed with each network reflects the level of financial support provided to OceanOPS by the network.

Details of the specific services on offer are given the 'Outline of OceanOPS services for GOOS Networks'.

Under the terms of this Agreement, it is hereby agreed that:

- OceanOPS shall provide <Network name or coordinating group> with a <Service category [Baseline, Standard, Advanced]>, as detailed in the 'Outline of OceanOPS services for the Networks' for the period from <start of agreement> to 31 December 2025.
- <Network name or coordinating group> shall (i) provide access to at least the minimum platform metadata as required by OceanOPS <here> in order to deliver the outlined services, (ii) provide a focal point for OceanOPS to liaise with, (iii) will promptly report any issues on the service provided to the Head of OceanOPS [Mathieu Belbeoch: mbelbeoch@ocean-ops.org, MBelbeoch@wmo.int], and (iv) ensure timely payment commensurate to the services provided by OceanOPS.

Where the agreed service level is Standard, Standard Plus or Advanced, the provision of that service is contingent on the commensurate level of funding provided to OceanOPS by the Network. In the event of a shortfall in funding then the service may be reduced by OceanOPS based on capacity.

Conditions

The intention of this Letter of Agreement (LoA) **shall not be contractually binding** and the signing of this LoA will not create any obligation or right enforceable in law or equity by or against either Party (i.e. OceanOPS and the various Network contributors). The following paragraphs provide more details on this intention for specific issues.

- a. This LoA does not change the legal status of liability.

- b. Nothing in this LoA or any contract deriving therefrom will prevent the Parties from carrying out any work, or providing advice or information on any subject including the type of work described under the scope of this agreement, to any other person or organisation. Nor will it prevent the Parties from exploiting their expertise as they see fit provided the execution of this LoA and any contract deriving therefrom is not affected by the carrying out of such work.
- c. Nothing in this LoA will be construed as constituting a partnership or a joint venture or any such relationship between the Parties hereto and sets out all the provisions mutually accepted between the Parties.
- d. The Parties agree that should the services required, or the services provided, change then the Party making the change shall notify the other Party promptly of such a change.

Termination

Either of the Parties may withdraw from this LoA subject to six months prior **written notice** to the other Party. All commitments and financial obligations under this agreement will continue to the date of termination.

Dispute Procedure

The Parties will endeavour in good faith to resolve any disputes in the first instance at operational level. In the event that the dispute cannot be resolved, the matter will be referred to the OceanOPS Management Board [Albert Fischer: afischer@wmo.int].

Review

This LoA will be reviewed annually, with the first review to take place no later than 12 months from the effective date.

The foregoing represents the understanding reached between the Parties upon the matters referred to therein.

Signed by	
For and on behalf of OceanOPS <Contact>	For and on behalf of <Network name or coordinating group>
Date: _____	Date: _____