


AGREEMENT FOR COOPERATION BETWEEN THE EUROPEAN RESEARCH VESSELS OPERATORS GROUP AND THE FUNDAÇÃO EUROCEAN



PREAMBLE

The First Party:

European Research Vessels Operators, hereinafter referred to as ERVO, represented by its Chair duly mandated to this purpose.

And the Second Party:

Fundação EurOcean, whose registered office is at Av. Dom Carlos I, 126 2º, 1249-074 Lisboa, Portugal, fiscal number PT 980 405 599, represented by its Executive-Director, Telmo Jorge Alves de Carvalho, hereinafter referred to as EurOcean.

CONSIDERING the approval of the proposal entitled "EurOcean services proposal for the ERVO Group – European Research Vessels Operators" in annex,

have agreed as follows:

ARTICLE I (Object)

- 1) The purpose of the present Agreement is to define the legal and financial framework for the development and execution of the activities to be performed by EurOcean in the scope of this Agreement.
- 2) The responsibility for supplying information is assigned to the ERVO Chair.

ARTICLE II (Duties of EurOcean)

EurOcean and its work team, coordinated by the EurOcean Executive-Director, will perform the tasks identified in the EurOcean's Proposal "EurOcean services proposal for the ERVO Group – European Research Vessels Operators", which is part of this Agreement.

ARTICLE III (Duties of the First Party)

- 1) ERVO shall pay EurOcean an annual fee of € 3000, for the hosting, maintenance, acquisition and renewals of a domain for the website.
- 2) ERVO Chair shall, for each year, provide EurOcean with the list of the ERVO members to be invoiced and the amount each member shall pay.

*Tamello
Gillipore*

**ARTICLE IV
(Entry into Force and Duration)**

- 1) This Agreement shall take effect on the 1st of January 2014 and shall remain in effect until otherwise specified.
- 2) The Agreement may be amended by written agreement of both Parties.
- 3) Any Party may withdraw from this Agreement at any time subject to giving six months' written notice.

**ARTICLE V
(Price and Payment conditions)**

- 1) EurOcean shall annually invoice each ERVO member, who contributes, for a total amount of € 3000, starting in 2014.
- 2) The payment will be settled by wire transfer, using the following IBAN PT50 0036 0087 9910005795638 and SWIFT Code MPIOPTPL of the MONTEPIO Bank, whose registered office is at Largo do Conde Barão, 37, 1200-118, Lisboa, Portugal. The payment from ERVO to EurOcean will be made within 30 days after receiving the invoice.

**ARTICLE VI
(Disputes)**

- 1) It is the aim of both Parties to solve any difficulties, disagreements or disputes in a friendly manner. Nonetheless, if the Parties can not reach an agreement, both Parties will name, by mutual agreement, an expert who will try to find a solution, and will support the costs that might incur.
- 2) In case of any dispute in the scope of the present Agreement that cannot be solved according the previous number, the parties agree to appeal to the arbitration according to the national laws.
- 3) The non-fulfillment, by any of the parties, of the taken duties within the present Agreement or within the contract, may lead to its termination.

DONE in two copies, on the 1st of January 2014, each being considered as an original.

By ERVO

Gilipore
Giuseppe Magnifico

By EurOcean

eurOcean

Telmo Jose Alves Carvalho
Telmo Jose Alves de Carvalho
Director of EurOcean

*Jean-Vincent
Gillespie*

EurOcean services proposal for the European Research Vessels Operators (ERVO) Group

1. Background

The objective of the **ERVO** members is to create and maintain a forum for European research vessel operators, with special focus on research vessels and associated equipment and/or instruments.

ERVO, with its broad membership of research vessel operators representing the majority of European nations who have their own fleet of research vessels, is the ideal focal point for any organization in Europe looking for ways to communicate directly with the experts on research vessels and associated instruments and equipment, and should therefore as a group and as individual members take every opportunity to promote the collective expertise and knowledge that **ERVO** represents.

EurOcean – The European Centre for Information on Marine Science and Technology– was created in 2002, and has presently 15 Members from 10 European countries and aims to be a focal point for information on marine science and technology in Europe. Through its “Internet Portal” (www.eurocean.org) **EurOcean** gathers, manages and provides information on topics related to marine science and technology in Europe, such as national and European information on marine research infrastructures. In addition, **EurOcean** contributes to initiatives aiming to implement a Marine European Research Area and European Maritime Policy.

Concerning dissemination products, **EurOcean** has a wide experience in developing, hosting and updating public websites, edition areas and extranet modules as well as developing electronic newsletters and printable materials, not only for the **EurOcean** Centre but also for the European projects and initiatives in which **EurOcean** is involved or supporting.

2. Context

Since 2008, **EurOcean** manages ERVO’s website technically and in terms of contents and also supports the flux of information between the **ERVO** members.

During the ERVO Annual Meetings (2010, 2011 and 2012) ways of strengthening cooperation between **EurOcean** and **ERVO** were discussed.

*Transmits
@llago*

In this context **EurOcean** sent to the ERVO Chair (June 2010) a service proposal with the main objective to serve as a ‘practical first step’ in establishing a formal cooperation between **EurOcean** and **ERVO**. The first proposal included four main categories: 1) Hosting and Maintenance of the ERVO website; 2) EurOcean’s Membership; 3) Start packages, and 4) All the services requested by the ERVO Chair.

During the 2012 ERVO Meeting (held in Azores, 8th-9th May) **ERVO** decided that the services needed by the group were the hosting, maintenance and transfer of the ERVO website to a new domain. With this in mind, **EurOcean** was requested to develop a new proposal only for those specific services.

The purpose of this document is to comply with these requests of **ERVO**.

3. Proposal – Hosting, maintenance and domain change of the current “Public Website”

Taking into account the identified tasks, **EurOcean** proposes the following services:

- a) Acquisition and renewal of a new domain for the “Public Website” that will have one URL chosen by **ERVO** (suggested domains: ervo-group.org, ervogroup.org, ervo-group.eu, ervogroup.eu, ervo.org, ervo.eu).
- b) The ERVO website will be hosted in EurOcean’s server.
- c) Maintenance and content update will be performed, when necessary, and upon request of the **ERVO** Chair or **ERVO** Members. Four hours pr month of maintenance will be dedicated to the **ERVO** website.
- d) **ERVO**’s member list will be updated upon request of the **ERVO** Chair and information e-mails will be sent by the **EurOcean** Office on behalf of the **ERVO** Chair.

The associated cost to this proposal is 3.000€ per year. Please view table 1 for associated task costs.

ERVO members will be responsible for the transfer of the annual fee upon invoicing by **EurOcean** and in accordance with the member list provided by the **ERVO** Chair which consists of members willing to contribute to the fee and the associated amount to be invoiced.

Table 1 – Costs associated to each task described.

Task	Associated Costs
Hosting of website in EurOcean Server*	600€
Technical and Content maintenance of website	4h*50€*12m=2400€

*Includes annual payment of specific ERVO electronic domain.