



Memorandum of Understanding

between

Jersey Met and Jersey Harbour Authority

relating to

Marine Meteorological Services

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Record of changes:

Version	Date	Status	Approved	Signature
1		Draft		
1.1	09.09.22	Final – signed copy		

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THE PARTIES

1. The JERSEY MET OFFICE of Maritime House, St Helier, Jersey, JE1 1HB, on behalf of the "RELEVANT MINISTER/FUNCTION" (hereinafter referred to as the "Jersey Met");

and

2. JERSEY HARBOUR AUTHORITY of Maritime House, St Helier, Jersey, JE1 1HB, on behalf of the Jersey Harbour Authority, have reached the following understanding.

BACKGROUND

2. By virtue of Regulation 5 of the revised Chapter V, of the UN Safety of Life at Sea (SOLAS) Convention (hereinafter referred to as "the Convention"), each state undertakes to provide and promulgate meteorological information and warnings to shipping, make provision for recording and reporting observations from ships, and to transmit such information. The Convention is enacted in Jersey legislation through ratification of The Convention for Safety of Life at Sea (SOLAS) 1974 treaty on 30th January 2004.

3. Jersey, by virtue of the United Kingdom having been requested by the Government of Jersey to extend the Convention to the island, is a party to the convention, although the United Kingdom is considered by the International Maritime Organisation as the relevant Contracting Government to the Convention.

4. The Jersey Harbour Authority, representing Jersey's National Maritime Administration (and with responsibility delegated by the Government of Jersey) is the statutory body for ensuring that the Jersey Government fulfils its obligations under the Convention. To discharge this responsibility, the Jersey Harbour Authority works in partnership with other government bodies as appropriate. To that end both parties are represented on the Territorial Seas Coordination and Advisory Group (TSCAG) which acts as Jersey's Maritime Administration.

5. In addition to the obligations of the Convention, the Jersey Harbour Authority (through Jersey Coastguard) also requires services to assist in its Search and Rescue (SAR) and Counter Pollution activities.

6. The Jersey Met Office and Jersey Harbour Authority have negotiated and agreed the following provisions set out in this Memorandum of Understanding for providing and delivering Meteorological information and warnings for ships in Jersey Territorial waters.

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7. Marine meteorological services will be provided as detailed in Annex A of this MoU.

Marine meteorological services will be performed in accordance with the international standards and industry recommended practices to create input data to be promulgated as outputs to the user, as defined in this MoU and as per the requirements of the Convention and IMO.

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DEFINITIONS

Authorised Representatives means those persons who are authorized to act on behalf of a Party as specified in Schedule 3;

Commencement Date means start date of agreement;

Confidential Information means any information or data including, but not limited to, business, commercial, technical, operational, management, financial and sales data (both historical and current), performance data, employment details for employees, ideas, reports, plans, passwords, documents, drawings, graphics, designs, methods, processes, systems, software programs, writings, samples, models, materials, databases, management accounts, know-how, Intellectual Property Rights and information relating to products, marketing activities, customers, and working practices or otherwise disclosed in any form whatsoever (including, but not limited to, disclosure made orally or in writing, whether electronic, digital or other formats and whether or not in readable media) by one Party to the other;

Input Material means that material which may include but is not limited to data, software, algorithms, images, written and oral communication, technical documents, tables, databases, designs logos, and Intellectual Property Rights in such material, which is used for the purpose of providing the Service Outputs;

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Intellectual Property Rights	means intellectual property rights of all kinds regardless of the form or medium stored, including without limitation, all copyright and related rights, moral rights, patents, rights to inventions, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world together with all rights of action in relation to the infringement of any of the above;
Memorandum	this Memorandum of Understanding, its schedules and any subsequent variations to it;
Performance Measures	means the agreed performance levels for the Services as set out in the Service Definition;
Service Definition	means the description of the Services to be provided under this Memorandum as set out in Schedule 1;
Service Outputs	means the deliverables for the Services as set out in the Service Definition;
Services	means those Services set out in the Service Definition and any Additional Services that Jersey Coastguard may require from time to time;
SOLAS	means International Convention for the Safety of Life at Sea (SOLAS), 1974 as amended;

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MANAGEMENT OF THE MOU

7. Jersey Met will provide the Services in accordance with the Service Definition, the Performance Measures and the provisions of this Memorandum.
8. Jersey Met will deliver the Services with all due skill, care and diligence.
9. Jersey Harbour Authority will carry out its responsibilities supporting the Services as set out in the Service Definition.
10. The Authorised Representatives will meet quarterly to discuss matters connected with the performance of the Services.
13. Jersey Harbour Authority may request additional services from time to time. Jersey Met will use its reasonable endeavours to comply with Jersey Harbour Authority's request, but Jersey Harbour Authority acknowledges that Jersey Met's ability to supply the additional services will depend on the availability of appropriate resources at the time in question.
14. A user group consisting of representatives from Jersey Met and Jersey Harbour Authority will liaise at least once per year, within one calendar month of the service review date and will be the focal point at which the services specified in this MoU, and the service and performance levels, will be reviewed.

The purpose of this is to:

- Review service achievements for the previous period;
- Identify any specific problems or trends;
- Decide upon any necessary actions;
- Agree services and performance levels for the next 12 month period.

Additional ad-hoc meetings may be arranged at any time should either party deem it necessary.

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INTELLECTUAL PROPERTY RIGHTS

14. All pre-existing copyright and/or database rights in the Input Material used in the performance of the Services remains under the control and the management of the Party introducing the Input Material.

15. Ownership of any other pre-existing Intellectual Property Rights in the Input Material will remain with the Party introducing the same, or where ownership of the pre-existing Intellectual Property Rights rests with a third Party with that third Party.

16. A Party shall not infringe any Intellectual Property Rights of any third Party in providing the Input Material and each Party assures the other that it has gained the necessary licenses to use any third Party pre-existing Intellectual Property Rights for the purpose of performing its obligations under this Memorandum.

17. Each Party hereby grants the other, a royalty free, non-exclusive licence, for the duration of this Memorandum, to use such of its pre-existing Crown copyright and/or Crown database rights for the purpose of performing the Services and for Jersey Harbour Authority to utilise the Service Outputs.

18. Jersey Met hereby grants the Jersey Harbour Authority a royalty-free, irrevocable and non-exclusive licence with a right to sub-licence, to use the intellectual property and/or database rights in the Service Outputs, for the purpose of fulfilling its statutory obligations under SOLAS and for use in fulfilling the requirements of Jersey Harbour Authority's public task.

19. In the event a Party becomes aware of an infringement of copyright or database rights by a third Party, such Party will inform the other Party as soon as reasonably practicable. The Parties will co-operate with one another in respect of enforcing the permitted use of such copyright and/or database rights.

20. In the event a Party becomes aware of an infringement of a third Party Intellectual Property Rights in the provision of the Services, then the Party infringing the third Party Intellectual Property Rights, will seek an appropriate licence, at its own expense, to ensure continuation of the delivery of the Services. If the third Party is not willing or is unable to grant a licence for the use of its Intellectual Property Rights, then the Parties will consider alternative material to enable the delivery of the Services.

DATA PROTECTION

21. The Parties will (and will ensure that its entire Staff) comply with any notification requirements under the Data Protection (Jersey) Law 2018 and both Parties will duly observe all their obligations under the Data Protection Act which arise in connection with this Memorandum.

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USAGE OF METEOROLOGICAL DATA

22. For the purposes of this MoU, forecasts and meteorological data may be supplied by Jersey Met or Jersey Harbour Authority to the following users:

- harbour operators and handling agents;
- crew members and others involved in general marine activities, including private boaters.
- search and rescue services units;
- accident and incident investigation bodies;
- harbour leadership or management teams;
- others concerned with the conduct or development of international marine navigation in order to satisfy the objective of contributing towards the safety, regularity and efficiency of marine navigation in Jersey Waters.

Forecasts and data, derived through this MoU, may not be supplied to any commercial concern regardless of any financial consideration, apart from Government of Guernsey who hold equal rights, without the consent of both parties.

VARIATION

23. This Memorandum may be varied by the mutual agreement of the Parties. No variation to this Memorandum will be effective unless in writing and duly signed by an Authorized Representative for each Party. Neither Party will unreasonably withhold its approval to any change.

24. Until such time as a variation is agreed and duly signed by an Authorised Representative Jersey Met will, continue to carry out the Service as if the variation had not been made.

PUBLICITY AND MEDIA INTEREST

25. The Parties will notify and co-operate with each other in respect of any publicity or media interaction in matters relating to the Services.

26. The Parties will not:

- (a) make any press announcements or publicise this Memorandum or its contents in any way;

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(b) use any of the other Party's name or brand in any promotion or marketing or any other announcement, without the prior written consent of the other Party, which will not be unreasonably withheld or delayed.

UNFORSEEN CIRCUMSTANCES

27. No failure or omission, by either Party to carry out or observe any of the provisions of this Memorandum will give rise to any objection against the Party in question or be deemed a failure to adhere to the provisions of this Memorandum if such a failure or omission arises from any cause reasonably beyond the control of that Party including but not limited to Act of God, inclement weather, flood, lightning or fire, malicious damage, industrial action or lockouts, war, military operations or riot, or the act or omission of any third party.

ASSURANCES

28. Each Party assures the other that it has obtained all the necessary consents and approvals to carry out its obligations under this Memorandum and that this Memorandum is executed by a duly Authorized Representative of a Party. Each Party to the best of its knowledge and belief assures the other Party that use of any Input Material or Service Outputs will not infringe any third Parties Intellectual Property Rights.

COMMUNICATION

29. Any notice or other communication concerning this Memorandum will be in writing and may be delivered personally or sent by mail, pre-paid recorded delivery, email, or by facsimile, to the address set out at the beginning of this Memorandum or the Authorized Representative as appropriate.

AUTHORISED REPRESENTATIVES

30. Both participants have each appointed an individual to liaise over the progress of the services covered in this MoU, who will hold meetings to review the services and to discuss matters relating to this MoU and any problems which may arise at the discretion of the Project Officers. The Authorised Representatives are:

for the Jersey Met – Paul Aked

for the Jersey Harbour Authority – William Sadler

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31. This MoU represents the understandings reached between the Parties regarding the provision of the services covered in this MoU under the terms and conditions set out in the Appendix and Schedules. Neither Party may add to or vary this MoU except by written amendment jointly agreed by the Parties.

SIGNED: 9th day of September 2022 by

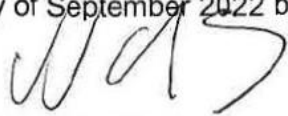


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Name: Paul Aked
Position: Head of Meteorology

duly authorised on behalf of the Jersey Met for the Minister.

SIGNED: 9th day of September 2022 by



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Name: William Sadler
Position: Harbour Master

duly authorised on behalf of the Jersey Harbour Authority for the Minister.

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Annex A

Details of Service Provisions

<p>Summary of Service</p> <p>Jersey Met</p>	<ol style="list-style-type: none">1. Channel Island Shipping Forecasts (CISFs):<ol style="list-style-type: none">a. CISFs will be issued for the area bounded by latitude 50°N, the French coasts between Cap de la Hague and Ile de Brehat, and longitude 3°W according to appropriate regulation;b. CISFs will be issued at 4am, 10am, 4pm and 10pm, for a 48 hour period starting 0600UTC, 1200UTC, 1800UTC and 0000UTC;c. CISFs may be amended at any time if required.2. Coastal Reports (CRs):<ol style="list-style-type: none">a. CRs will be issued for a mutually agreed list of coastal stations around the Channel Island area;b. CRs will be issued for observations every 3 hours from 0300UTC to 2100UTC;c. CRs will be disseminated no later than 30 mins after the hour being reported on.3. Channel Island Shipping area Wind Warnings (Wind Warnings):<ol style="list-style-type: none">a. Wind warnings will be based on the following criteria:<ol style="list-style-type: none">i. Strong winds: Mean wind speeds between 22 and 33 kt and/or gusts between 28 and 40 kt.ii. Gale warnings: Mean wind speeds between 34 and 47 kt and/or gusts between 41 and 60kt.iii. Storm Warning: Mean wind speeds of 48 kt or more and/or gusts of 41 and 61kt or more;b. The requirement for a wind warning will be assessed by the duty forecaster at least every 6 hours (0245UTC, 0845UTC, 1445UTC and 2145UTC) and more often if necessary;c. Wind warnings will be issued no later than 15 mins after the times identified in (b).4. Jersey Tide / Coastal flooding Warnings (Tide warnings):<ol style="list-style-type: none">a. Tide warnings will be issued when the duty forecaster assess that spring tides and winds combined are expected to bring water and debris over sea walls on the south and / or east coast of Jersey;
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	<ul style="list-style-type: none">b. Tide warnings will generally be issued between 10 and 11 am for high tides occurring that evening and / or the following morning; <p>5. Forecasting Services for Search and Rescue Operations (SARs):</p> <ul style="list-style-type: none">a. A forecaster will be available 24/7 to provide advice and guidance in the event of a SAR, in line with appropriate regulation. <p>6. Harbour Operator Briefings:</p> <ul style="list-style-type: none">a. In the event of weather affecting, or expected to significantly affect, Jersey Harbour operations a senior forecaster will be available to provide detailed briefings to Jersey Harbour and associated partners.b. These briefings will be conducted via pre-arranged conference call. <p>7. Internet Services:</p> <ul style="list-style-type: none">a. Channel Island Shipping Forecast and Coastal Reports will be published on Jersey Met's website.b. Links to pages on this site will be permissible and data of actual or forecast weather conditions can be fed direct to a site of Jersey Harbour's choosing should this be required. <p>8. Telephone support:</p> <ul style="list-style-type: none">a. Jersey Met is available by (ex-directory) phone on 01534 448763 H24. This number must not be given out to third parties. <p>9. Reports of possible pollution:</p> <ul style="list-style-type: none">a. Ad-hoc reports of possible pollution, usually passed to Jersey Met via Ports of Jersey Air Traffic control. <p>10. Access to wind and wave data:</p> <ul style="list-style-type: none">a. Access to Jersey Met wind and wave data will be provided as agreed by both parties.b. Access to Jersey Harbour Authority wind and wave data will be provided as agreed by both parties due to shared usage of mast for duplicate equipment creating redundancy options.
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<p>Summary of Service</p> <p>Jersey Harbour Authority</p>	<ol style="list-style-type: none">1. Promulgation of information<ol style="list-style-type: none">a. Marine VHF radio very high frequency, shipping forecast transmissions, of meteorological forecast information provided by Jersey Metb. Promulgation of VHF radio wind warning transmissions, of warning information provided by Jersey Metc. Promulgation of VHF radio weather-related information transmissions on an ad-hoc basis of related detail provided by Jersey Met (e.g. fog banks), usually passed to Jersey Coastguard via marine traffic.d. Promulgation of Wind warnings, on an ad-hoc basis by social media platform – Jersey Coastguard Facebook page.e. Promulgation of Coastal warnings (Tidal Alert warnings) and other coastal and maritime associated weather warnings, on an ad-hoc basis by social media platform – Jersey Coastguard Facebook page. 2. Access to recording sites<ol style="list-style-type: none">a. Access to suitable sites for recording data, as agreed by both parties.b. Access to suitable sites for recording data, as agreed by both parties.
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<p>Delivery Frequency and Time</p> <p>Jersey Harbour Authority</p>	<ol style="list-style-type: none"> 1. CISFs (Channel island Shipping Forecasts) <ol style="list-style-type: none"> a. CISFs (Channel island Shipping Forecasts) will be promulgated at the following schedule of broadcast times: 0645(local), 0745(local), 0845(local), 1245utc, 1845utc, 2245utc b. may be amended at any time and re-promulgated at time of amendment if required c. may be delayed due to incident working 2. CR's (Coastal reports) <ol style="list-style-type: none"> a. CISFs (Channel island Shipping Forecasts) will be promulgated at the following schedule of broadcast times: 0645(local), 0745(local), 0845(local), 1245utc, 1845utc, 2245utc via primary method of VHF radio b. may be amended at any time and re-promulgated at time of amendment if required c. may be delayed due to incident working 3. WW's (Wind warnings) <ol style="list-style-type: none"> a. WW's (Wind warnings) will be promulgated at the following schedule of broadcast times: 0307utc, 0907utc, 1507 utc, 2107 utc via primary method of VHF radio b. may be amended at any time and re-promulgated at time of amendment if required c. may be delayed due to incident working d. may be shared via social media platform – Jersey Coastguard Facebook page (if time and circumstances allow) 4. Jersey Tide / Coastal flooding Warnings (Tide warnings) Promulgated on an ad-hoc basis (If time and circumstances allow) Coastal warnings and other associated marine and coastal warnings may be shared on Jersey Met's behalf, via social media platform – Jersey Coastguard Facebook page.
<p>Delivery Methods Jersey Met</p>	<ul style="list-style-type: none"> • Telephone consultation • Telephone verification • E-mail • Face to face briefings
<p>Delivery Methods Jersey Harbour Authority</p>	<ul style="list-style-type: none"> • Marine Radio Very High Frequency transmissions • Social media platform – Facebook • Telephone consultation • E-mail

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