

**MEMORANDUM OF UNDERSTANDING** between the **Marine Management Organisation (MMO)** Lancaster House, Hampshire Court, Newcastle Business Park, Newcastle upon Tyne, NE4 7YH and **English Heritage**, 1 Waterhouse Square, 138-142 Holburn, London EC1N 2ST.

## **1. Aim and purpose of the Memorandum**

**This Memorandum agrees a coordinated approach to sustainable development and sustainable heritage in our seas and oceans, based on active engagement, shared information and effective marine planning and management by the Marine Management Organisation and English Heritage.**

- 1.1. This Memorandum establishes the responsibilities of the parties and the general principles for their cooperation.
- 1.2. This Memorandum shall be effective from the date of its execution and shall continue until either side decides that it is no longer needed.
- 1.3. The MMO and English Heritage agree that this Memorandum is not legally binding between them and does not create any legal rights or obligations. It is a statement of their shared intention to work together in a spirit of co-operation.

## **2. Roles and functions of the signatories**

### **2.1. *Marine Management Organisation (MMO)***

- 2.1.1. HMG envisages the MMO as a professional and proactive marine manager, trusted by all stakeholders to make a significant contribution to the sustainable development of the marine area. The MMO will set a high standard in the UK and internationally for planning in the marine and coastal environment, in order to balance conservation, energy, socio-economic and resource needs.
- 2.1.2. The MMO will make decisions on the majority of marine developments and, where it is not the decision-making body, will be a key adviser on marine issues, thereby bringing consistency to the decision-making process. As the Government's principal regulator, as well as its delivery body, for English territorial waters and offshore marine areas (for those matters that are not devolved), the MMO will deliver functions on behalf of a number of Government Departments. It will also take forward the policy interests of Government Departments through its role in developing marine plans.

## **2.2. English Heritage**

2.3. English Heritage is the Government's statutory advisor on the historic environment for England. The MMO will need to take account of both the historic landscape and historic sites in developing marine plans, and when determining licences. The MMO will have a relationship with English Heritage as a statutory consultee and will seek advice on the historic environment, for example wrecks, in the UK territorial sea relating to England. In particular, both organisations will establish and maintain a position on historic/archaeological sites located within UK Controlled Waters adjacent to England.

## **3. Principles of working together**

3.1. The MMO and English Heritage will work closely based on common principles:

- The MMO and English Heritage each recognise the independence and remit of the other party, but will always seek to collaborate and co-operate in the achievement of their shared and respective objectives in the marine environment.
- Both organisations will seek to co-ordinate action to ensure management activities for designated and non-designated historic environment features are compatible with principles of sustainable development.
- Both organisations will operate transparently while undertaking their responsibilities.<sup>1</sup>
- Both organisations will involve and work with each other in areas of shared interest or concern, with other relevant delivery partners included, where appropriate and agreed.
- The parties will keep each other informed of any data, research, collected information, deposit of project archive or other work or development that might influence the decisions or activities of either party, to the fullest extent possible, taking account of their respective obligations under the Data Protection Act 1998.

3.2. Through the observation of this Memorandum, all parts of the MMO and English Heritage will ensure that their respective responsibilities are discharged consistently in keeping with the principles as outlined.

## **4. Methods of joint working**

4.1. English Heritage is the MMO's preferred partner in addressing heritage issues within UK Controlled Waters adjacent to England that are not the responsibility of any Devolved Administration. For these offshore areas, English Heritage, when requested, will advise about sites which might be of historic or archaeological

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<sup>1</sup> English Heritage, through the National Monuments Record, will provide a source of information and data for the historic environment for any marine area outside of local authority planning jurisdiction not subject to any Devolved Administration. English Heritage will advise MMO accordingly when information should be obtained from the National Monuments Record or from resources maintained by local authorities in England, such as Historic Environment Records.

significance and for development projects English Heritage will offer advice on a 'without prejudice' basis.

- 4.2. The MMO and English Heritage will, through the establishment and promotion of voluntary measures, support knowledge and understanding of the historic environment in accordance with the High Level Marine Objectives and UK Marine Policy Statement published by UK Government and Devolved Administrations.
- 4.3. The MMO and English Heritage will explore further opportunities to expand shared working and reduce duplication of effort. This aspect will be enhanced by exchanging information, collaborating on research, data and evidence gathering at national and local levels, sharing environmental issues and intelligence and pooling expertise and resources. English Heritage will work closely with the MMO to support marine planning.
- 4.4. The relationship will thrive on a policy of transparency and "no surprises", based on pre-notification of significant public or policy announcements.
- 4.5. The MMO and English Heritage will ensure consistent and coordinated messages when working with Government, delivery partners and the public.
- 4.6. The MMO and English Heritage will generate and maintain a powerful joint voice for the marine environment through collaborative influencing approaches.

## **5. Data Management**

- 5.1. Each party will provide information in its possession that may be reasonably requested by the other, subject to necessary confidentiality constraints, safeguards and statutory rules on disclosure. The parties will, in line with the Freedom of Information Act 2000 'provisions on information provided in confidence' and the Environmental Information Regulations 2004, contact the originating party with regard to any requests for information it holds, but did not collect, and which it is aware is confidential in nature. Each party will consult the other party about any significant disclosure of received information it proposes to make to a third party.
- 5.2. External publication of any information generated in the use of exchanged data will require the other party's approval, which will not be unreasonably withheld. All Intellectual Property Rights belong to their owners and no Rights are transferred or assigned as a result of this Memorandum.
- 5.3. Data exchanged under this Memorandum cannot be used for commercial purposes without the prior agreement of the party supplying the data. When it is agreed that exchanged data could be used for commercial purposes, financial and copyright terms will be negotiated and agreed outside the terms of this Memorandum.

## **6. Continuous Improvement**

The MMO and English Heritage will commit to twice yearly meetings (these may be via video conferencing) to review the shared wider strategic context of the

environment in which they operate and actively explore opportunities for the improvement of joint working practices.

## 7. Review and appraisal of the Memorandum

This Memorandum is jointly owned by the MMO and English Heritage and will be reviewed annually, by 31 March, and whenever substantial changes occur to the policies, external relationships and structures of the parties concerned.

## 8. Primary Contacts

The MMO and English Heritage will each nominate a lead contact. These primary contacts will be responsible for maintaining a fluent, transparent relationship between the MMO and English Heritage, resolving difficulties and monitoring the smooth operation of this Memorandum. An annex to this Memorandum will provide an outline for working arrangements on key work areas.

## 9. Signatories

The parties agree to the terms set out in this Memorandum.

Signature



Name: **James Cross**

Position: **Acting Chief Executive**

Organisation: **MMO**

Date: **25/11/2010**

Signature



Name: **BARONESS ANDREWS**

Position: **CHAIR**

Organisation: **ENGLISH HERITAGE**

Date: **9.12.2010.**