



**MEMORANDUM OF UNDERSTANDING** between **the Marine Management Organisation (MMO)** Lancaster House, Hampshire Court, Newcastle Business Park, Newcastle upon Tyne, NE4 7YH and **the Maritime and Coastguard Agency (MCA)** Spring Place, 105 Commercial Road, Southampton, Hants, SO15 1EG

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

**The Memorandum encourages cooperation and coordination to facilitate the meeting of common objectives: specifically, the sustainable development and management of the marine environment in the context of the government's maritime safety policy.**

- 1.1. This Memorandum sets out the responsibilities of the parties and the general principles for 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 MCA 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, economic and other resource needs.

2.1.2. The MMO will make decisions on the majority of marine planning developments and, where it is not the decision-making body, will be a key adviser on marine planning issues, thereby bringing consistency to the decision-making process. As the Government's principal regulator for marine planning matters, as well as its marine planning 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. *Maritime and Coastguard Agency (MCA)*

2.2.1. The Maritime and Coastguard Agency (MCA) is an executive agency of the Department for Transport, responsible throughout the UK for implementing the Government's maritime safety policy, including the co-ordination of search and rescue at sea to the extent of the established UK SAR Region, ensuring that ships meet UK and international safety rules, and the environmental regulation of shipping in UK waters. The MCA is the lead organisation in responding to major incidents of marine pollution from ships or offshore installations up to the limit of the UK's established Pollution Control Zone. The MCA is the UK Competent Authority in matters of vessel traffic management.

2.3. Through adherence to the principles of this Memorandum the organisations will work closely together in areas of mutual interest. An Annex to the MOU will be developed to include a list of the working arrangements and activities which underpin this effective collaboration.

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

3.1. The MMO and MCA will work closely together based on common principles:

- The MMO will consult and work with the MCA whenever its activities are likely to impinge on issues of maritime and coastal safety, including the preparation of marine plans, maritime licensing decisions that have a potential impact on navigation, the designation of Marine Conservation Zones, and the exercise of enforcement powers.
- The MCA is the lead organisation in responding to major marine pollution incidents. The MMO will work closely with the MCA under the framework of the National Contingency Plan for Marine Pollution from shipping and offshore installations.
- The MMO and MCA each recognise the different roles and responsibilities of the other party, but will always seek to collaborate and cooperate in the achievement of their shared and respective objectives in the marine environment.
- Both organisations will operate transparently while undertaking their responsibilities
- Both organisations will provide technical advice to each other on their areas of expertise. The MCA, for example, agrees to provide technical maritime safety advice to the MMO for the purposes of marine planning and consenting under Food and Environmental Protection Act, Coastal Protection Act and Electricity Act, and of considering Safety Zone proposals under the Energy Act.
- 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 and other legal instruments.
- The MCA will continue to co-ordinate Government civil hydrographic efforts using such methods as chairing the Civil Hydrography Annual Seminar, maintaining the "hydrographic data sharing MoU with DEFRA, BGS, and UKHO", publishing the data holdings and future survey plans of MCA and OGDs on the MCA website, and publishing and maintaining the generic specification for Hydrographic data gathering. This will assist the efforts of the MMO in integrated maritime planning by reducing duplication of effort, increasing efficiency, sharing data, and providing consistency.

3.2. Through the observation of this Memorandum, all parts of the MMO and the MCA will discharge their respective responsibilities consistently in keeping with the principles as outlined.

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

- 4.1. The MMO and the MCA 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 where appropriate.
- 4.2. The relationship will thrive on a policy of transparency and "no surprises" based on pre-notification of significant public or policy announcements.
- 4.3. The MMO and MCA will strive for consistent and coordinated messages when working within Government, and with delivery partners, stakeholders and the public.

#### **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 bars on disclosure. The parties will, in line with Freedom of Information Act 2000 'provisions on information provided in confidence' and the Environmental Information Regulations 2004, refer back to the originating party 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 over any significant disclosure it proposes to make to a third party of any information it received from that other party.
- 5.2. External publication of any information generated in the use of exchanged data will require the other party's approval. This will not be unreasonably withheld. All Intellectual Property Rights in the data and associated information belong to

their owners. No ownership rights are transferred or assigned under 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. Where it is agreed that exchanged data may be used for commercial purposes, financial and copyright terms will be negotiated and agreed outside of this Memorandum.

5.4. The parties agree to establish a separate data sharing agreement. That agreement is to include provisions for the maintenance by the MCA and MMO of an inventory of any data exchanged between them, provisions detailing any terms and conditions for use and provisions identifying potential areas for collaboration and improvements in the data being exchanged and for which the MMO or MCA is the competent authority. Data exchange will be limited to information that is not otherwise available to either party through the National Maritime Information Centre.

## **6. Continuous Improvement**

The MMO and MCA 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 comes into effect on the date it is signed and is jointly owned by the MMO and the MCA. It will exist indefinitely, but will be reviewed annually by March 31 and, subject to the agreement of both parties, whenever substantial changes occur to the policies, external relationships and structures of the parties concerned.

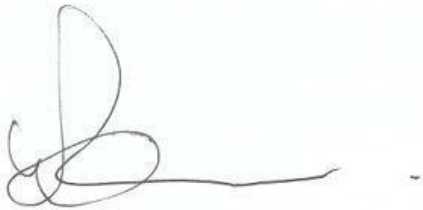
## **8. Primary Contacts**

The MMO and the MCA have nominated a lead contact. These primary contacts will be responsible for maintaining a fluent, transparent relationship between the MMO and the MCA, resolving any disagreements and monitoring the smooth operation of this Memorandum.

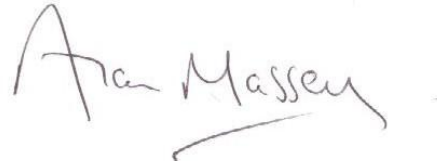
## 9. Signatories

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

Signature:

A handwritten signature in black ink, appearing to be 'J Cross', with a long horizontal line extending to the right.

Signature:

A handwritten signature in black ink that reads 'Alan Massey' in a cursive style.

Name: **James Cross**

Position: **Acting Chief Executive**

Organisation: **MMO**

Date: **25/11/2010**

Name: **Vice-Admiral Sir Alan Massey**

Position: **Chief Executive**

Organisation: **Maritime and Coastguard Agency**

Date: **26/11/2010**