

Memorandum of Understanding (MoU) between the International Maritime Organization (IMO) and the OSPAR Commission for the Protection of the Marine Environment of the North-East Atlantic (OSPAR Commission) on the promotion of the London Convention and London Protocol

(OSPAR Agreement 2018-10)

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between
the International Maritime Organization (IMO)
and
the OSPAR Commission for the Protection of the Marine Environment
of the North-East Atlantic (OSPAR Commission)

on the promotion of the London Convention and London Protocol

WHEREAS the International Maritime Organization (IMO) is the global standard-setting authority for the safety, security and environmental performance of international shipping with the aim to create a regulatory framework for the shipping industry that is fair and effective, universally adopted and universally implemented;

WHEREAS the OSPAR Commission for the Protection of the Marine Environment of the North-East Atlantic (OSPAR Commission) is a Regional Sea Convention for the Protection of the Marine Environment of the North-East Atlantic, which takes steps to prevent and eliminate pollution and takes necessary measures to protect the maritime area against adverse effects of human activities so as to safeguard human health and to conserve marine ecosystems and, when practicable, restore marine areas which have been adversely affected; it further assists Contracting Parties in implementing their international obligations on a regional basis;

WHEREAS IMO hosts the Secretariat for the London Convention (LC) and London Protocol (LP);

WHEREAS the governing bodies to the LC and LP have emphasized the importance of an active dialogue with the regional environmental conventions and their secretariats, and agreed to strengthen the dialogue and cooperation;

WHEREAS the OSPAR Commission in fulfilling its obligation under the OSPAR Convention, to cooperate with competent regional organizations and other competent international organizations and competent bodies;

WHEREAS IMO and the OSPAR Commission (hereinafter referred to individually as "Party" and collectively as "Parties") concluded a general Agreement of Cooperation, which entered into force on its approval by the IMO Assembly on 25 November 1999, to consult each other

on matters of common interest to the two organizations with a view to ensuring maximum coordination of the work and activities of the respective Organizations in respect of such matters; to exchange information and keep each other fully informed of projected activities and programmes of work in fields of common interest; and to invite each other to send representatives to observe meetings or conferences convened by or under the auspices of the other Party;

WHEREAS IMO and the OSPAR Commission are committed to strengthening their partnership, specifically for the promotion of the LC and LP and issues within the scope of these treaties at the regional level.

NOW THEREFORE, IMO AND THE OSPAR COMMISSION HAVE REACHED THE FOLLOWING UNDERSTANDING:

1 Purpose and objective of the MoU

The Parties undertake to cooperate in promoting issues within the scope of the London Convention and London Protocol at the regional level to prevent marine pollution by dumping of wastes and other matter in order to protect the marine environment and promote the sustainable use and conservation of marine resources.

2 Areas of cooperation

With a view to achieving the purpose of this MoU, as set out in paragraph 1 above, the cooperation between the Parties will focus on the following areas:

- a) promoting reporting and compliance under the LC and LP;
- b) ensuring free flow of mutually useful information (including data) between the two organizations with respect to the LC and LP;
- c) promoting, where relevant and appropriate, the development and implementation of joint regional workshops and capacity building activities in areas of mutual interests and within the scope of the London Convention and London Protocol;
- d) sharing experiences with the application of the London Convention and London Protocol guidance documents and developing new or revised guidance; and

- e) implementing technical cooperation and assistance activities, where the experiences within the OSPAR Commission can assist new and prospective Parties in other regions around the world.

3 Relationship with other cooperative frameworks

Nothing in this MoU shall be taken as being in variance to, or as taking precedence over, the provisions in the *Convention on the International Maritime Organization*, the Convention for the Protection of the Marine Environment of the North-East Atlantic, or the general Agreement of Cooperation between the Parties, which entered into force on its approval by the IMO Assembly on 25 November 1999, or any other decisions the IMO may take in relation to consultation and cooperation with inter-governmental international organizations.

4 Legal nature

- .1 Nothing in this MoU gives rise to legal or financial obligations upon either the OSPAR Commission, the IMO, or the Secretariat for the London Convention and Protocol. To the extent any activity may give rise to a legal or financial obligation, a separate agreement shall be concluded subject to the Parties' Financial Regulations and Rules, prior to such activity being undertaken.
- .2 Nothing in this MoU will bind any of the Contracting Parties to the OSPAR Commission jointly or severally. Similarly, this MoU will not bind any of the Contracting Parties to the London Convention and London Protocol or Member States of IMO jointly or severally.

5 Use of name and emblem

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case.

6 Amendment and termination

This MoU may be amended or varied at any time through mutual written agreement between the Parties and may be terminated by either Party at any time.

7 Privileges and immunities

Nothing contained in this MoU shall constitute a waiver, express or implied, of any of the privileges and immunities which the Parties may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the Specialized Agencies or any other convention or agreement, law, order or decree of international or national character.

8 Settlement of disputes

The Parties shall settle amicably any dispute arising out of this MoU. Any dispute not settled within sixty (60) days from the date a Party has notified the other Party of the dispute and possible measures to rectify it, shall be resolved through consultation between the heads of the respective Parties.

9 Duration

This MoU will be effective upon the last date of signature of the approving officials and remain in force unless terminated in accordance with paragraph 6 above.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto have on behalf of the Parties signed this Memorandum of Understanding at the place and on the date below written.

For the International Maritime Organization (IMO):

Signature

Dr. Stefan Micallef


Name: Stefan Micallef
Title: ASG/Director
Marine Environment Division
IMO

Date: 18-05-18

For the OSPAR Commission for the Protection of the Marine Environment of the North-East Atlantic (OSPAR Commission):

Signature



Name: Susana Salvador
Title: Executive Secretary
OSPAR Commission

Date: 23-05-2018