



Memorandum of Understanding

between the Secretariat of the OSPAR Commission for the Protection of the Marine Environment of the North-East Atlantic and the Secretariat of the Sargasso Sea Commission

OSPAR Agreement 2024-02

WHEREAS the OSPAR Commission established by the OSPAR Convention for the Protection of the Marine Environment of the North-East Atlantic signed in Paris in 1992 is the Regional Seas Convention for the protection of the marine environment of the North-East Atlantic which has the mandate to take 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. The Secretariat of the OSPAR Commission provides secretariat services to facilitate the work of the OSPAR Contracting Parties.

WHEREAS the Sargasso Sea Commission was established pursuant to paragraph 6 of the 2014 Hamilton Declaration on Collaboration for the Conservation of the Sargasso Sea (the "Hamilton Declaration"). The Commission is composed of "... distinguished scientists and other persons of international repute committed to the conservation of high seas ecosystems that would serve in their personal capacity." The Commission is mandated to exercise a stewardship role for the Sargasso Sea and keep its health, productivity and resilience under continual review, in collaboration with all who share a vision for the protection of the marine ecosystem of the Sargasso Sea. The Sargasso Sea Commission Secretariat was established, pursuant to the Hamilton Declaration, to assist the Sargasso Sea Commission and the Hamilton Declaration Signatories in fulfilling their respective roles under the Declaration.

WHEREAS the Secretariat of the Sargasso Sea Commission and the Secretariat of the OSPAR Commission (hereinafter collectively referred to as "Participants") wish to collaborate to further the mandates of the 2014 Hamilton Declaration and the 1992 OSPAR Convention respectively and their common goals of ocean conservation.

RECALLING the United Nations Sustainable Development Goals adopted in 2015, the Kunming-Montreal Global Biodiversity Framework adopted in 2022, and the Agreement under the United Nations Convention on the Law of the Sea on the conservation and sustainable use of marine biological diversity of areas beyond national jurisdiction adopted in 2023, which encourage collaboration to further these common goals and objectives.

WHEREAS the Participants intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their voluntary cooperation to achieve

common objectives.

THEREFORE, THE SECRETARIAT OF THE SARGASSO SEA COMMISSION AND THE SECRETARIAT OF THE OSPAR COMMISSION HAVE DECIDED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Paragraph 1

Interpretation

1. References to this MOU will be construed as including any Annexes, as modified in accordance with the provisions of this MOU. Any Annexes will be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter will prevail.
2. Implementation of any subsequent activities, projects, and programmes pursuant to this MOU, including those involving the transfer of funds between the Participants, will necessitate the development of appropriate further instruments.
3. The Participants intend this MOU to represent the complete understanding between the Participants and to supersede the 2012 Collaboration Understanding between the Sargasso Sea Alliance and the OSPAR Secretariat.

Paragraph 2

Duration

1. This MOU will become operative upon the last date of signature of the designated Participant representative and remain operative unless discontinued in accordance with Paragraph 14 below.

Paragraph 3

Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Participants to further their shared goals and objectives under their respective founding documents.
2. The Participants intend that the objectives of this MOU are to be achieved through their cooperation in promoting issues within the scope of their shared roles, interests and responsibilities under their respective founding documents.

Paragraph 4

Areas of Cooperation

1. Areas of Cooperation are decided jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed after 2 years by the Participants pursuant to Paragraph 5 to allow the Participants to respond to newly emerging issues within their respective remits as defined in their founding documents.
2. The Participants have decided on the following preliminary areas of cooperation for this MOU. The items listed below are priorities or ongoing activities of the Secretariat of the Sargasso Sea Commission and the Secretariat of the OSPAR Commission, in accordance with their respective mandates:
 - Ensure the free flow of mutually useful information (including data) between the Participants;
 - Facilitate cooperation between interested Contracting Parties to the OSPAR Convention and the Sargasso Sea Commission and the Signatory Governments of the Hamilton Declaration on topics of interest according to their mandates;
 - Promote, where relevant and appropriate, the development and implementation of joint regional

workshops and capacity building activities in areas of mutual interest;

- Share experiences with the application of guidelines and approaches to achieve the objectives of their respective founding documents;
- Facilitate implementation of technical cooperation and assistance activities, for example where the experiences within the OSPAR Commission can assist the Sargasso Sea Commission;
- Invite each other to attend appropriate meetings in accordance with their rules of procedure;
- Cooperate on, and when appropriate, design, develop, and implement in conformity with their mandates technical projects that address issues of common interest; and
- Cooperate on, when appropriate, communication and public outreach.

Paragraph 5

Organisation of the Cooperation

1. The Participants intend to hold periodic bilateral meetings on matters of common interest, in accordance with an agenda mutually decided in advance for the purpose of developing and monitoring collaborative projects to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b. discuss other issues of common concern.
2. Within the context defined above, the Participants intend to encourage further bilateral meetings on an ad hoc basis to address matters of common interest.

Paragraph 6

Nature of the MOU

1. This MOU is not legally binding and neither Participant is entitled to act or make declarations, legally binding or otherwise, on behalf of the other Participant. Nothing in this MOU is deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Participants. This MOU does not require either Participant to obligate funds or other resources.

Paragraph 7

Joint Projects

1. Nothing in this MOU gives rise to any legal or financial commitments. Any proposed joint projects will be subject to separate arrangements.

Paragraph 8

Use of Name and Emblem

1. Neither Participant intends to use the name, emblem, logo or trademarks of the other Participant, 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 Participant.
2. The Participants decide to recognise and acknowledge this MOU, as appropriate. To this end, the Participants intend to consult with each other concerning the manner and form of such recognition and acknowledgement.

Paragraph 9

Confidentiality

1. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication are deemed confidential, of the other Participant to third Participants, each Participant will obtain the express, written consent of the other Participant, in accordance with that Participant's applicable rules and policies. However, a Participant's disclosure of another Participant's internal and/or confidential documents to an entity the disclosing Participant controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, will not be considered a disclosure to a third participant, and will not require prior authorisation.

Paragraph 10

Divergence of Views

1. The Participants intend to use their best efforts to settle amicably any divergence of views arising out of this MOU.

Paragraph 11

Notification and Modification

1. Each Participant intends to promptly notify the other in writing of any anticipated or actual material changes that will affect the implementation of this MOU.

2. The Participants may modify this MOU at any time by mutual written decision, which will be appended to this MOU and become an integral part of it.

Paragraph 12

Discontinuation

1. Either Participant may discontinue this MOU by giving three (3) months' prior written notice to the other Participant.

The foregoing represents the understandings reached between the Participants upon the matters referred to herein.

Signed in duplicate in the English language at London on _____ and signed at Washington DC on _____.

For:

Secretariat of the Sargasso Sea Commission

For:

**Secretariat of the OSPAR Commission for the
Protection of the Marine Environment of the
North-East Atlantic**

Name: David Freestone

Title: Executive Secretary

Name: Dominic Pattinson

Title: Executive Secretary