

**PROPOSAL FOR A
MEMORANDUM OF UNDERSTANDING
FOR SCHOLARY AND SCIENTIFIC COOPERATION**

between

**the
NORTH ATLANTIC MARINE MAMMALS COMMISSION (NAMMCO)**

and the

**NORWEGIAN CENTRE FOR THE LAW OF THE SEA (NCLOS)
FACULTY OF LAW OF THE ARCTIC UNIVERSITY OF TROMSØ**

The North Atlantic Marine Mammals Commission (hereafter NAMMCO) and the Norwegian Centre for the Law of the Sea (hereafter NCLOS) of the Arctic University of Tromsø (hereafter 'UiT'), both hereafter referred to as 'party' or 'the parties', desiring to further strengthen scholarly and scientific cooperation between them,

have agreed to establish a framework of scholarly and scientific cooperation (hereafter 'Programme') as outlined in the following articles:

Article I

Framework of Cooperation

1. Scope

- a. Through the Programme, NAMMCO and NCLOS aim at fostering and promoting cooperation in the area of research, education and conservation policy
- b. NAMMCO and NCLOS may cooperate in the organization of events, workshops and conferences
- c. NAMMCO staff may offer guest lectures and presentations to PhD and LLM programs taught by NCLOS staff
- d. NAMMCO and NCLOS may develop co-operative research projects and activities in the respective fields of mutual interest, particularly with focus on marine mammal conservation, the interface between science, scientific advice and law and policy, as well as any other topic that may be at any time considered relevant from both parties
- e. NCLOS may offer presentations and lectures to enhance understanding of the relevant legal rules and principles and/or governance issues on the part of NAMMCO staff and delegates
- f. As a general principle, co-operative activities will be carried out on the basis of mutual benefit

2. Fields of cooperation

The Programme under this Memorandum shall cover all fields that may be deemed relevant, but priority shall be assigned to the following specific ones:

- a. The Conservation of Marine Mammals
- b. Governance of Global Commons and Areas Beyond National Jurisdictions
- c. Marine Environmental Protection
- d. Polar Law and Governance
- e. Biodiversity Conservation

Other specific areas may be agreed by mutual agreement between parties.

3. Participants

- a. Individual participants in the scientific, research and academic cooperation under the present Memorandum shall be scholars and staff belonging, or affiliated, to NAMMCO and NCLOS
- b. Nothing in this Memorandum will be considered as limiting the participation of other parties in the specific activities, as deemed appropriate by the signatories of this Memorandum, on a case by case basis.

Article II Types of cooperation

The Programme of cooperation shall include the following categories:

- a. Joint research projects
- b. Joint seminars, workshops or other academic meetings
- c. Exchange of research and scientific data
- d. Funding research projects and carrying out said research, within the respective remit and field of activity
- e. Educational activities related to, or carried out by, PhD or LLM students
- f. Mutual access to, and dissemination of research resources.

Article III Roles of Parties

The two parties should perform the following roles:

- (i) To identify priority areas of cooperation, in addition to those listed in I-2, in consultation with each other, and taking into account both academic and financial feasibility
- (ii) To establish the framework of cooperation for each selected area (key persons, forms of cooperation, financing, etc.)
- (iii) To review on-going programmes and consult each other about continuation
- (iv) Initiation or termination of cooperative programmes. This review and consultation will be carried out biennially by the points of contact identified below
- (v) To maintain close mutual exchange information
- (vi) To ensure that the cooperation will bring real benefits to the development of the field of specific expertise and practice of the parties and in relation to the specific fields of cooperation identified in II(2).

Article IV

Financial regulations

1. The co-operative activity will be undertaken within the scientific remits and budgetary appropriation of each party.
2. The partners will otherwise form an agreement on the funding of each activity prior to committing to undertake each activity.

Article V

Supervision of the programme

1. The parties will each assign a person as the contact point to coordinate and implement the tasks indicated in Article III, above. For the first biannual period such contact points will be
 - a. For NAMMCO: the General Secretary
 - b. For NCLOS: Vito De Lucia, Professor
2. Officials of the parties shall correspond or meet whenever necessary to discuss the implementation of this Memorandum of Understanding.

Article VI

Additional activities

1. Nothing in this Memorandum of Understanding will be construed as limiting collaboration between the parties in areas not presently identified.
2. This Memorandum of Understanding should not prevent nor limit cooperative activities under individual or institutional agreements, irrespectively of whether these activities are supported financially by either party or not. Duplication of funding should anyway be avoided.

Article VII

Validity of the memorandum

This Memorandum is valid from the day it is signed and will remain in force for a period of 3 years.

This Memorandum is not a legally binding agreement under international law. Either party to this Memorandum may terminate this Memorandum by submitting a written notice to the other party. This Memorandum shall be terminated after three months from the date of receipt of such notice by the other party.

This Memorandum may be amended by mutual agreement of the parties.

Date: 22 June 2022

Signatures:



For NAMMCO
Geneviève Desportes, General Secretary



For NCLOS
Ingvald U. Jakobsen, Director