

**MEMORANDUM OF UNDERSTANDING BETWEEN THE INTERNATIONAL GROUP OF
PROTECTION AND INDEMNITY ASSOCIATIONS AND (*)
REGARDING THE RESPONSE TO MAJOR MARITIME CASUALTIES AND INCIDENTS**

I. PARTIES

The Parties to this Memorandum of Understanding (MOU) are the International Group of Protection and Indemnity Associations (the “Clubs”) and (Identify state/relevant administration or Department) collectively, the “parties”.

II. DEFINITIONS

“IG” means International Group of Protection and Indemnity Clubs.

“Club” means Protection and Indemnity Club.

(*) means (identify state/relevant administration/Department)

(OTHERS TO INSERT)

III. OBJECTIVE

The aim of this MOU is to promote cooperation between the parties to facilitate expeditious and effective response to major maritime casualties and incidents particularly those involving actual or potential removal of wreck operations and environmental damage or the threat thereof.

This MoU is not legally binding. Its sole purpose is to provide a collaborative framework for the prompt and efficient handling of maritime casualties. It is not intended to cover every detail of such operations.

This MoU is not intended to override existing international, regional or national arrangements for the reporting and handling of maritime casualties nor does it override the statutory rights and duties, obligations or powers of the Parties nor can it override the applicable law in the jurisdiction in which the casualty or maritime incident occurs.

(*) insert name of relevant state/department/administration/agency

IV. PREPAREDNESS AND RESPONSE

A. Preparedness

1. The parties shall meet, if and as required, in furtherance of this MOU.
2. Where appropriate, the parties will consider the joint dissemination of information material to the operational handling of maritime casualties.
3. The parties will assist each other in providing joint training opportunities for each other's staff where this is agreed to be appropriate and practicable.
4. The parties will be encouraged to participate in each other's training sessions or workshops where such participation is deemed appropriate and practicable by the organising party.
5. Following a major incident or incidents, the parties will where appropriate coordinate in a post incident evaluation exercise with a view to identifying lessons learned and possible areas for future improvement.
6. The parties should, as part of the preparedness process, establish which national/local authorities or agencies will be involved in major casualty incidents and, where multi-authorities/agencies are likely to be involved, and consider possible means of streamlining processes at national and local levels to facilitate simpler and more effective cooperation.

B. Response and Post-Incident Assessment Activities

1. In the event of a major casualty incident occurring within the territorial waters, EEZ or equivalent zone of (*), early contact will be established between the relevant Club and (*) in order to:
 - a. notify the identities of the relevant Club personnel, Club local correspondents, SCR, technical experts, salvors and contractors involved;
 - b. identify all known relevant national and local authorities and individual officers dealing with the casualty incident.
 - c. identify all other known interested parties, organisations or groups.
 - d. provide relevant technical information concerning the vessel and her condition, her precise location and the situation of the vessel.
 - e. provide details of any cargo on board including full details of any hazardous cargo or cargoes carried.
 - f. provide details of the specific type/s and quantity/ies of oil cargo/es and/or bunkers on board the vessel;
 - g. provide information concerning the crew numbers and nationalities on board the vessel,
 - h. identify all known geographical, environmental, commercial factors which might affect the wreck removal operation.
 - i. identify communication channels with key decision makers in the relevant authorities and interested parties with the object of this streamlining and expediting decision-making processes and avoiding areas of disagreement or misunderstanding between relevant authorities and interested parties.

- j. keep (*) informed on casualty response assessment and response methodology options taking due account of relative degrees of technical difficulty, the need to respond quickly in light of any risk to the safety of navigation, marine environment or human health, relative risk of failure, relative cost of response measures and relative timescales.
 - j. discuss ways in which authorities can assist in facilitating prompt mobilisation of professional salvage/wreck removal contractors from the outset and throughout the term of a wreck removal operation
2. In relation to a specific casualty, the parties should immediately develop a schedule for “SITREP” conferences, either by meeting or telephone conference, in accordance with a rolling timetable to be agreed and reviewed by the parties. The purpose of such “SITREP” conferences will be to review the progress of the response and any intervening factors impacting on the response methodology, timescale and costings. The “SITREP” conferences will include open discussion in order to identify those issues on which early agreement can be reached, and those issues on which there are substantial differences between the parties, with a view to identifying the possible steps that may be taken to resolve those differences. Attention should be paid to restricting the number of participants at such conferences to key relevant participants.

V. OTHER PROVISIONS

This MOU will come into operation on the date of signature and will continue in operation unless discontinued by either Party giving one month written notice to the other of its intention to discontinue this MOU.

If this MOU is discontinued, the Parties will take into account all arrangements that are ongoing at the time of giving notice and endeavour to provide for their completion and/or satisfactory conclusion with the least possible disruption and at minimal cost to either Party.

The Parties may jointly decide to provide for the continuation of any existing arrangements upon discontinuation of this MOU.

Either party may propose amendments to this MOU or terminate this MOU at any time, upon notice to the other party.

VI. SIGNATURES

 (*) REPRESENTATIVE

 DATE

 INTERNATIONAL GROUP REPRESENTATIVE

 DATE