

4 ALBERT EMBANKMENT  
LONDON SE1 7SR  
Telephone: +44 (0)20 7735 7611 Fax: +44 (0)20 7587 3210

MEPC.1/Circ.861  
4 May 2016

**MODEL AGREEMENT BETWEEN GOVERNMENTS ON TECHNOLOGICAL  
COOPERATION FOR THE IMPLEMENTATION OF THE REGULATIONS IN CHAPTER 4  
OF MARPOL ANNEX VI**

1 The Marine Environment Protection Committee (MEPC), at its sixty-ninth session (18 to 22 April 2016), considered the final report of the Ad Hoc Expert Working Group on Facilitation of Transfer of Technology for Ships (MEPC 69/5), which had been established in pursuance of resolution MEPC.229(65) on the promotion of technical cooperation and transfer of technology relating to the improvement of energy efficiency of ships.

2 As one of the tasks identified in its work plan, the group developed a *Model Agreement between Governments on technological cooperation for the implementation of the regulations in chapter 4 of MARPOL Annex VI*. The Model Agreement was approved by MEPC 69 and is attached to the annex.

3 Member Governments are encouraged to use the Model Agreement, which may be adapted as required to meet the needs of individual Parties for activities as described in the introductory guidance and to share their experiences with the Committee at future sessions.

\*\*\*



## ANNEX

### MODEL AGREEMENT ON TECHNOLOGICAL COOPERATION FOR THE IMPLEMENTATION OF THE REGULATIONS IN CHAPTER 4 OF MARPOL ANNEX VI

#### Introductory guidance

In resolution MEPC.229(65), MEPC agreed to "develop a model agreement enabling the transfer of financial and technological resources and capacity building between Parties, for the implementation of the regulations in chapter 4 of MARPOL Annex VI." This Model Agreement is therefore in fulfilment of this direction. The Agreement can be used to facilitate technical cooperation activities and relationship building between Parties, as they see fit. Technological cooperation is an umbrella term for the activities referred to in section 3 (Areas of cooperation) of the Model Agreement.

The Model Agreement may be adapted to meet the needs of individual Parties. The needs and interests of Parties will vary depending on a range of factors and therefore not all provisions in the Model Agreement will be relevant for every agreement. Parties may add, remove and modify provisions, as appropriate. The Model Agreement is akin to a Memorandum of Understanding between Parties, establishing the framework for cooperation. The framework has been set up to be complemented by subsequent customized implementing arrangements to address specific cooperative activities, as necessary. This Model Agreement may be entered into by two or more Parties, and may also be modified for use by relevant agencies within States.

**Model agreement between the  
Government of \_\_\_\_\_ and Government of \_\_\_\_\_  
on technological cooperation for the implementation of the regulations in chapter 4 of  
MARPOL Annex VI**

The Government of \_\_\_\_\_ and the Government of \_\_\_\_\_ (hereinafter each of them singularly referred to as "the Party" and collectively referred to as "the Parties");

CONVINCED that elevating international cooperation on the energy efficiency of international shipping will enhance the response by the global community to the challenge of climate change and strengthen the bonds of friendship and understanding between their peoples;

BEING AWARE that Parties to Annex VI of the International Convention for the Prevention of Pollution from Ships (MARPOL) are obliged to give full and complete effect to chapter 4 (Regulations on energy efficiency for ships) of that Annex;

RECALLING resolution MEPC.229(65) on the *Promotion of technical cooperation and transfer of technology relating to the improvement of energy efficiency of ships*;

NOTING the outcome of the work of the International Maritime Organization Ad Hoc Expert Working Group on Facilitation of Transfer of Technology for Ships;

RECOGNIZING the value of improving the energy efficiency of international shipping in reducing harmful greenhouse gas emissions;

CONSIDERING technical cooperation, transfer of financial and technological resources and capacity building as important elements for the implementation of the regulations in chapter 4 of MARPOL Annex VI;

REAFFIRMING that the transfer of technology needs to respect property rights, including intellectual property rights, and be on mutually agreed terms and conditions;

**HAVE AGREED AS FOLLOWS:**

**Section 1 – Purpose**

The purpose of this Agreement is to facilitate and promote the transfer of financial and technological resources and to support capacity building between Parties for the implementation of the regulations in chapter 4 of MARPOL Annex VI.

**Section 2 – Responsibilities of Parties**

The Parties shall develop, support and facilitate financial, technological and capacity-building cooperation between them on the basis of the principles of equality, reciprocity and mutual benefit.

**Section 3 – Areas of cooperation**

Cooperative activities under this Agreement may include, but are not limited to, technology transfer; sharing of information and expertise; technical capacity building; programmes and joint research projects; joint courses, workshops, conferences, and symposia; exchange of scientific and technological information and documentation in the context of cooperative activities; and other areas of cooperation as mutually determined in writing by the Parties.

#### **Section 4 – Implementing arrangements**

4.1 Cooperative activities described in section 3 shall be carried out on the basis of implementing arrangements to be developed by the Parties. Implementing arrangements pursuant to this Agreement may cover the subjects of cooperation, procedures to be followed, funding, allocation of costs and other relevant matters.

4.2 The implementing arrangements shall be based on the common understanding of the Parties and subject to review to ensure effectiveness of such cooperative activities.

#### **Section 5 – Intellectual property rights**

The Parties shall ensure adequate and effective protection of intellectual property and the rights thereupon, created or furnished under this Agreement and relevant implementing arrangements. Parties shall ensure that any technology transfer of intellectual property rights pursuant to this Agreement shall be voluntary and conducted on mutually agreed terms and conditions.

#### **Section 6 – Business-confidential information**

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement or its implementing arrangements, each Party shall protect such information in accordance with applicable laws, regulations and administrative practices.

#### **Section 7 – Relation to existing technological cooperation activities**

The provisions of this Agreement will not prejudice other arrangements for technological cooperation between cooperating Parties.

#### **Section 8 – Executive Agent**

8.1 Each Party shall designate an Executive Agent for the purposes of this Agreement.

8.2 The Executive Agents shall collaborate closely to promote effective implementation of all activities and programmes. Each Executive Agent shall be responsible for coordinating its Party's execution of implementing arrangements.

#### **Section 9 – Settlement of disputes**

All questions or disputes and disagreements between the Parties concerning the interpretation and application of this Agreement or its implementing arrangements shall be resolved through consultations between or among the Executive Agents concerned or, if necessary, among the concerned Parties.

#### **Section 10 – General provisions**

10.1 The activities of the Parties under this Agreement shall be subject to the availability of funds, personnel and other resources of each Party.

10.2 Each Party shall perform the activities undertaken pursuant to this Agreement in accordance with its applicable laws and regulations and international agreements to which it is a party, with a view to facilitating technological cooperation, including capacity building related to the implementation of the regulations in chapter 4 of MARPOL Annex VI.

10.3 In fulfilment of this Agreement, and where practical, the Parties intend to use supporting infrastructure already in place.

### **Section 11 – Entry into force, amendment and termination**

11.1 This Agreement shall enter into force when the Parties notify each other, through diplomatic channels, on the date of the last note in an exchange of notes by which the Parties notify each other of the completion of their respective internal requirements necessary for the entry into force of this Agreement.

11.2 This Agreement shall remain in force for \_\_\_\_\_ months/years, and shall be automatically extended for consecutive periods of \_\_\_\_\_ months/years unless terminated by either Party.

11.3 Either Party may terminate this Agreement at any time upon \_\_\_\_\_ days' written notice to the other Party. Unless otherwise agreed by the Parties, the termination of this Agreement shall not affect the completion of any cooperative activity already commenced under this Agreement and not yet completed at the time of the notice of termination of this Agreement.

11.4 This Agreement may be amended by written agreement of the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in the \_\_\_\_\_ language.

FOR THE GOVERNMENT OF \_\_\_\_\_ FOR THE GOVERNMENT OF \_\_\_\_\_

\_\_\_\_\_