

**DATED**

**Tuesday 24<sup>th</sup> March 2020**

**MEMORANDUM OF UNDERSTANDING**

between

**GIBRALTAR PORT AUTHORITY**

and

**GIBRALTAR REGULATORY AUTHORITY**

**THIS MEMORANDUM OF UNDERSTANDING** is dated

**PARTIES**

- (1) **GIBRALTAR PORT AUTHORITY** of 12 Windmill Hill Road, P O Box 1179, Gibraltar (**GPA**).
- (2) **GIBRALTAR REGULATORY AUTHORITY** of 2nd floor, Eurotowers 4, 1 Europort Road, Gibraltar. (**GRA**).

**1. BACKGROUND**

- 1.1 The GPA is responsible for providing a safe and efficient environment for all vessels and people transiting or visiting British Gibraltar Territorial Waters (**BGTW**). As part of this, the GPA is responsible for the coordination of Search and Rescue (**SAR**) services, pursuant to the provisions of the Gibraltar Port Authority Act 2005.
- 1.2 The GRA is responsible for the regulation of communications in Gibraltar. As part of this, the registration of Beacons, and operation of the Gibraltar participation on the International COSPAS/SARSAT Programme falls within the responsibility of the GRA.
- 1.3 In order to adequately carry out the SAR services, the GPA requires the collaboration of the GRA in order to meet the list of requirements contained in the Annex (**Requirements**). The parties wish to record the basis on which they will collaborate in order to satisfy the Requirements. This Memorandum of Understanding (**MoU**) sets out:
  - (a) the principles of collaboration;
  - (b) the governance structures the parties will put in place; and
  - (c) the respective roles and responsibilities the parties will have in achieving the Requirements.

**2. THE REQUIREMENTS**

- 2.1 The parties shall collaborate in order to satisfy the Requirements.
- 2.2 The parties agree to use all reasonable endeavours to ensure the Requirements are satisfied, and in doing so, shall act:
  - (a) with reasonable skill and care and in accordance with best practice; and
  - (b) in all respects in accordance with all applicable laws.
- 2.3 The parties shall allocate key employees for the satisfaction of the Requirements, and shall ensure that:

- (a) each of the employees is suitably qualified, adequately trained and capable of meeting the applicable Requirements in respect of which they are engaged;
- (b) there is an adequate number of employees to meet the Requirements properly;
- (a) if any employee is removed from or vacates his/her post, that such person is promptly replaced with another person with the necessary training and skills to meet the Requirements.

### 3. PRINCIPLES OF COLLABORATION

The parties agree to adopt the following principles when collaborating for the purposes of satisfying the Requirements (**Principles**):

- (a) collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;
- (b) be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- (c) be open. Communicate openly about major concerns, issues or opportunities relating to the Requirements;
- (d) learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- (e) adhere to statutory requirements and best practice. Comply with applicable laws and standards including data protection and freedom of information legislation;
- (f) act in a timely manner. Recognise the time-critical nature of the Requirements and respond accordingly to requests for support;
- (g) manage stakeholders effectively;
- (h) deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU; and
- (i) act in good faith to support achievement of the Requirements and compliance with these Principles.

### 4. PROJECT GOVERNANCE

#### 4.1 Overview

The governance structure defined below provides a structure for the development and delivery of the Requirements.

4.2 **Contact Points**

- (a) The points of contact for each party shall be as follows (**Contact Points**):

<b>GPA</b>	
Name and position:	John Ghio, Deputy Captain of the Port
Office address:	Gibraltar Port Office, 12 Windmill Hill Road
	Gibraltar
Tel No:	20046254
E-mail Address:	john.ghio@port.gov.gi
<b>GRA</b>	
Name and position:	Joseph Torres, Head of Spectrum & Operations
Office Address:	2nd floor, Eurotowers 4, 1 Europort Road, Gibraltar.
Tel No:	+350 20074636
E-mail Address:	joseph.torres@gra.gi

- (b) The Contact Points will provide assurance to the Minister with responsibility for the Port and to the Minister with responsibility for Communications that the Requirements are being met in accordance with this MoU.
- (c) The Contact Points shall have responsibility for the creation and execution of the project plan and deliverables, and therefore it can draw on technical, commercial, legal and communications resources as appropriate.
- (d) The Contact Points shall be responsible for drafting reports into their respective organisations as required for review, and any additional reporting requirement shall be at the discretion of each Contact Point.

5. **ROLES AND RESPONSIBILITIES**

- 5.1 The parties shall undertake the following roles and responsibilities to deliver the Project:

Activity	GPA	GRA
Satisfaction of the Requirements	Assure	Lead

- 5.2 For the purpose of the table above:

- (a) **Lead:** the party that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Principles at all times, and consult with the other parties in advance if they are identified as having a role to Assure the relevant activity;

- (b) **Assure:** the parties that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any activity. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Requirements and Principles.

5.3 Within 3 months of the date of this MoU the party with the lead role for any aspect of the Requirements shall develop a delivery plan which shall identify the following:

- (a) the key milestones for the delivery of the Requirements;
- (b) what employees (other than employees identified in this MoU) will be required to work on the Requirements;
- (c) whether any staff will need to be seconded from one party to the other;
- (d) what staff will require access to the premises of the other party.

## 6. ESCALATION

6.1 If either party has any issues, concerns or complaints about the Requirements, or any matter in this MoU, that party shall notify the other parties and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Contact Points, who shall decide on the appropriate course of action to take.

6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party in relation to the Requirements, the matter shall be promptly referred to the Contact Points. No action shall be taken in response to any such inquiry, complaint, claim or action, to the extent that such response would adversely affect the satisfaction of the Requirements, without the prior approval of the Contact Points.

## 7. TERM AND TERMINATION

7.1 This MoU shall commence on the date of signature by all the parties, and shall expire until termination in accordance with clause 7.2.

7.2 Any party may terminate this MoU by giving at least three months' notice in writing to the other parties at any time.

## 8. CHARGES AND LIABILITIES

8.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

8.2 Each party shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

9. VARIATION

9.1 This MoU including the Annexes shall only be varied by written agreement of both parties.

10. STATUS

10.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

11. GOVERNING LAW AND JURISDICTION

This MoU shall be governed by and construed in accordance with the laws of Gibraltar and, without affecting the escalation procedure set out in clause 6, each party agrees to submit to the exclusive jurisdiction of the courts of Gibraltar.


Signed for and on behalf of **The Gibraltar  
Port Authority**

Signature:

Name:

Position:

Date:

  
.....  
JM TIRADO  
.....  
CEO / CAPTAIN OF THE PORT  
.....  
24/3/2020

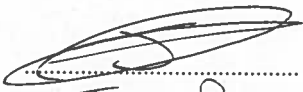
Signed for and on behalf of **The Gibraltar  
Regulatory Authority**

Signature:

Name:

Position:

Date:

  
.....  
JOHN PAUL RODRIGUEZ  
.....  
DCEO GRA  
.....  
24/03/2020



## Annex A. The Requirements

Requirement
For Gibraltar's participation on the International COSPAS/SARSAT Programme, the point of contact in respect of SAR services, shall be the GPA.
The GRA shall provide the GPA with access, 24 hours per day, to the Gibraltar Beacon database for SAR operations and services, to include where applicable data on all Personal Locator Beacons and Emergency Position Indicating Radio Beacons