

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MASSACHUSETTS INSTITUTE OF
TECHNOLOGY AND THE INTERNATIONAL SEABED AUTHORITY**

This Memorandum of Understanding ("MOU") is made this 17 day of July 2018 between the Massachusetts Institute of Technology (hereinafter referred to as "MIT") and the International Seabed Authority (hereinafter referred to as "the Authority"). The purpose of this MoU is to specify the scope of cooperation between the Authority and MIT in promoting and encouraging the conduct of marine scientific research in the Area.

WHEREAS

MIT first began work on international aspects of deep seabed mining in 1976 and was represented at the Third United Nations Conference of the Law of the Sea by members of an MIT project on technology and costs of deep seabed mining;

Representatives from MIT have cooperated with the Authority to support the work of the Authority, its Preparatory Commission, and the Under-Secretary-General for Ocean Affairs and Law of the Sea;

MIT is engaged in and interested in supporting marine scientific research initiatives regarding the Area, which is defined under Article 1(1) of the 1982 United Nations Convention on the Law of the Sea as the seabed and ocean floor and subsoil thereof, beyond the limits of national jurisdiction;

On 8 August 2017, the Assembly of the Authority granted observer status in accordance with rule 82, paragraph 1 (e), of the rules of its procedure to the International Policy Laboratory of the Massachusetts Institute of Technology, based on the latter's request submitted on 22 May 2017;

The Authority is an Intergovernmental organization established by the United Nations Convention on the Law of the Sea, signed at Montego Bay, Jamaica, on 10 December 1982 (the "Convention"), through which its member States, in accordance with the Convention and the Agreement relating to the Implementation of Part XI of the Convention, adopted on 28 July 1994 (the "Agreement"), organize and control activities in the Area, in particular with a view to administering the mineral resources of the Area, as defined in article 1, paragraph 1 (1), of the Convention;

The Authority promotes and encourages the conduct of marine scientific research with respect to activities in the Area and the collection and dissemination of the results of such research and analysis, when available, with particular emphasis on research related to the environmental impact of activities in the Area;

The Assembly of the Authority encouraged the Secretary-General to consider how to engage more extensively with the scientific community and deep-sea science projects and initiatives related to the Area, including by seeking to leverage extrabudgetary funds to engage with the scientific community and support relevant initiatives, in the context of the decision of the Assembly of the International Seabed Authority relating to the final report on the first periodic review of the international regime of the Area pursuant to article 154 of the United Nations Convention on the Law of the Sea, contained in document ISBA/23/A/13; and

MIT and the Authority seek to cooperate and coordinate measures in order to facilitate marine scientific research in the Area, including the wide dissemination of the results of such research, as well as to encourage publications regarding the sustainable development of mineral resources, including the protection of the marine environment from harmful effects arising from their respective activities.

MIT AND THE AUTHORITY THEREFORE AGREE:

1. to discuss with each other, where appropriate and practical, issues of mutual interest in the field of marine scientific research with a view to developing a better understanding of activities in the Area; [SEP]
2. to cooperate, where appropriate and practical, in discussion of possible areas of academic research regarding the Area, of interest to both MIT and the Authority, including the collection and dissemination of environmental and, where appropriate, economic data and related information;
3. to invite each other's representatives to attend and participate in meetings in accordance with the applicable rules of procedure, in workshops, and scientific initiatives, as appropriate;
4. to discuss possible opportunities, where appropriate and practical, in the development of marine scientific research initiatives and related conferences and workshops regarding the Area;
5. to discuss possible opportunities for the exchange of data and information for use in the conduct academic research regarding the Area subject to confidentiality constraints; [SEP]
6. to discuss possible opportunities for the conduct, where appropriate, of co-operative studies and seminars regarding the Area; [SEP]
7. that this MOU is without prejudice to agreements concluded by either party with other organizations and programmes; [SEP]
8. that the cooperation between the Authority and MIT referred to herein is subject to the requirements of confidentiality of data and information imposed upon the Authority by the Convention, the Agreement and the relevant rules, regulations and procedures of the Authority in respect of data and information submitted to it by applicants and contractors for exploration and exploitation in the Area;


9. that no confidential data or information of either party will be disclosed to the other party in connection with this MOU. Any exchange of confidential data or information will be subject to separate agreement to be executed between the parties;
10. that this MOU will come into effect upon its signature by the parties and be in effect for three (2) years from such date. It may be terminated by either of the parties by giving to the other a written notice sixty (60) days prior to the proposed date of termination;
11. Neither party will issue any press release or make any public statement or announcement regarding their potential collaboration hereunder without the prior written consent of the other party. Neither party will use the name, logo, insignia or trademarks of the other party, or any version, abbreviation or representation thereof,, or the names of the other party's directors, trustees, officers, faculty, students, employees, agents or similar personnel, in any advertising or other form of publicity, fund-raising, promotional materials or websites, without the prior written permission of such party. (In the case of MIT, any such consent or approval must come from solely from MIT's Technology Licensing Office.);
12. This MOU is a statement of the present intent and understanding of the parties with respect to the opportunities contemplated hereby. With the exception of Sections 8, 9 and 11, no binding obligations of any kind are intended to be created between the parties. This MOU does not represent any commitment to with regard to funding on the part of either party. Any such funding commitment shall be referenced in a separate written agreement which may be entered into between the parties. This MOU, and any future commitments to be undertaken by the parties, are subject to the respective internal policies, procedures and approvals of the parties. This MOU supersedes any contemporaneous and previous negotiations, proposals, drafts, and discussions between the parties with respect to the subject matter hereof, whether oral, written or recorded in any other medium. No agency, joint venture, exclusive relationship or partnership relationship is created between the parties by virtue of this MOU. ; and
13. This MoU shall not bind any of the members of the Authority or MIT jointly or severally

IN WITNESS WHEREOF the undersigned have signed the present Memorandum of Understanding.

Massachusetts Institute of Technology

International Seabed Authority

By: 
 Name Shawna Vogel
 Title Director, Grant and Contract Administration
 Office of Sponsored Programs

By: 
 Name Michael W Lodge
 Title Secretary-General

Date: July 17, 2018

Date: 18 July 2018