

CO-OPERATION AGREEMENT

Maritime Area Regulatory Authority

&

South East Technological University

MARA

An tÚdarás Rialála Limistéir Mhuiri
Maritime Area Regulatory Authority



**SE
TU**

Ollscoil
Teicneolaíochta
an Oirdeheiscirt
South East
Technological
University

www.maritimeregulator.ie

www.setu.ie

This co-operation agreement is made on 17 September 2025

BETWEEN:

THE MARITIME AREA REGULATORY AUTHORITY (“MARA”), of Second Floor, Menepia House, Drinagh Business Park, Drinagh, Wexford, Y35 RF29

AND

SOUTH EAST TECHNOLOGICAL UNIVERSITY (“SETU”), of Cork Road Waterford X91 K0EK Ireland

1. Definitions

In this agreement, the following definitions apply –

“Agreement” means all provisions of the Agreement, as from time to time may be varied between the Parties in accordance with Clause 2 of the Agreement;

“MAP Act” means the Maritime Area Planning Act, 2021 (as amended);

“Maritime Area” has the meaning given to it in the MAP Act;

“Parties” means MARA and SETU.

“Resource” means any asset at the disposal of either party for the purposes of fulfilling their respective statutory functions.

- 1.2 The headings in this agreement are inserted only for convenience and shall not affect its construction.
- 1.3 Words importing the singular shall include the plural and vice versa.
- 1.4 Reference to any statute, enactment, order, regulation or other similar instrument (or a provision thereof) shall be construed as a reference to such statute, enactment, order, regulation or other similar instrument (or provision thereof) as amended, supplemented, modified, consolidated, superseded or re-enacted.

2. Purpose of this agreement

The purpose of this agreement is to facilitate co-operation between MARA and SETU in the performance of their respective functions in so far as they relate to the Maritime Area.

3. Status and Functions of the Parties

MARA

MARA is a regulator that was established on 17 July 2023. MARA's functions are set out in the MAP Act, and it plays a key role in assessing and granting maritime area consents and licenses for activities and development in the maritime area in addition to other statutory functions.

SETU

SETU is a technological university established on 1 May 2022 pursuant to the Technological Universities Act 2018 and is dedicated to excellence in undergraduate and postgraduate education and to creating long-term national and international partnerships in a manner consistent with its stated strategic goals. As a body established under an enactment SETU is a 'public body' as defined in the MAP Act and as such MARA and SETU may enter a co-operation agreement as provided for under s.65(1) of the MAP Act.

4. General Provisions

The Parties act as independent statutory entities and are not entitled to conclude agreements on the other Party's behalf, or otherwise to bind or represent the other Party.

The Parties are not entitled to transfer, assign or sub-contract rights, or obligations, tasks or any part of this Agreement to others.

Each Party will bear its own costs in connection with the conclusion of this Agreement and, save as otherwise agreed in advance in writing, any cost or expenses arising under this Agreement.

This Agreement may be varied at any time by consent of both Parties. Any variation agreed shall be in writing, shall be signed by both Parties or by their authorised representatives and shall come into force on a date agreed by the Parties and shall be published in accordance with clause 9 herein.

The Parties will review this Agreement at least annually or at the request of either Party.

5. General Co-Operation

The Parties will seek to encourage and promote a strategic and beneficial relationship which shall include but not be limited to the following areas:

- a. Support the development and delivery of educational courses and programmes in relation to Ireland's Maritime Area.
- b. Collaborate on projects of mutual interest within Ireland's Maritime Area.

- c. Share knowledge and provide subject matter expertise in areas of common interest.
- d. Promote knowledge and understanding of the legislative requirements to parties operating in Ireland's Maritime Area.
- e. Promote the relationship openly and connect in with key stakeholders, both national and international.

6. Information and Consultation

MARA will only provide information to SETU which is already in the public domain. In this regard determination of what information is in the public domain shall be at MARA's sole discretion.

SETU will only provide information to MARA which is already in the public domain. In this regard determination of what information is in the public domain shall be at SETU's sole discretion.

No personal data will be provided by MARA to SETU.

No personal data will be provided by SETU to MARA.

Each Party agrees that it may, upon written request, where it agrees that the request is reasonable, appropriate and permissible under the terms of each respective parties' governing legislation, provide to the other Party with relevant advice or information in its possession of a kind specified in the request. The request shall state that the advice or information is required by the requesting Party for the purpose of the performance of its functions and shall describe the particular functions for which the advice or information is required.

Requests for advice or information must be made in writing (for the avoidance of doubt, "writing" includes electronic mail). In cases of urgency, requests for advice or information may at first instance be made orally, and their responses given orally, provided that both requests and responses are subsequently confirmed in writing.

In the case of advice or information supplied pursuant to this Agreement, the provisions of any enactment concerning the disclosure of information by the respondent Party shall apply to the requesting Party.

The Parties hereby commit themselves to use the advice or information solely for the purposes described in the request.

Should the requesting Party wish to use the shared advice or information for any purpose other than the purposes expressed in the request it must first obtain the written approval of the respondent Party

7. Cooperation on sharing resources

A Party may request the other party to share resources where it is identified that the sharing of such resources is required to achieve the purposes of this agreement as set out in clause 2 of this Agreement.

A request for the sharing of resources must be made in writing (for the avoidance of doubt, "writing" includes electronic mail) and will detail how the sharing of such resources is consistent with this Agreement.

On the agreement of the sharing of a resource, both Parties will agree in writing the type of resource to be shared and the length of time the resource is to be shared and any conditions pertaining to the sharing of the resource.

Each Party reserves the right to refuse to share a resource where it believes that it is not required for the purposes of this Agreement, that it places a burden on the resources of the Party subject to the request or is in any way compromising the functions of the Party.

8. Intellectual Property

The intellectual property rights of any material, including logos or names, provided by either Party to the other for the purposes of this Agreement, remain with the providing Party. No third party is permitted to use the materials provided by either Party without that Party's prior written permission.

Where any materials are jointly developed by SETU and MARA these shall be deemed to be co-authors of those materials and SETU and MARA grant each other a non-exclusive, non-transferable, royalty free licence to use those materials.

All rights, titles and interest in any studies, reports or other materials prepared by a Party shall belong to that Party and may only be used with the Party's written permission. This provision will be honoured post-expiration or termination of this Agreement. Following termination of this Agreement each Party agrees to immediately cease using the name, and logo of the other Party in any materials, media and social media posts.

9. Publication

Each Party acknowledges and undertakes to comply with the provisions of s.65(4) and s.65(5) of the MAP Act, which require that this Agreement is provided to the relevant Ministers within one month of the date of this Agreement in addition to the obligation to publish this Agreement (including any variations to it) on their respective websites as soon as practicable after this Agreement (or any variation) has been made.

Each Party agrees that any materials (including publicity materials), advertisements and social media posts shall be provided to the other Party for approval at least 5 working days in advance of the planned publication date. Each Party agrees that no materials will be published in any format without the prior written approval of the other Party.

10. Notices

Unless otherwise specified, any communication to be made under or in connection with this Agreement shall be made in writing and may be made by letter or email.

Notice by letter shall be deemed to have been delivered when received (if hand delivered) or five working days after posting (if send by prepaid ordinary post) or two working days after posting (if sent by registered post).

11. Entire Agreement

This Agreement constitutes the whole and only agreement between the Parties. Each Party acknowledges that it has not relied on any representation which is not expressly set out herein.

12. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of the counterparts together shall constitute one and the same agreement.

13. Termination

This Agreement may be terminated by either party, without cause at any time by notice in writing to the other Party, to take effect on a date that is one month after the date of the notice.

14. Conflicts of Interest

Any actual or potential conflict of interest, whether professional or commercial must immediately be fully disclosed in writing by either Party to the other Party.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland. Each party hereto submits to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS of which this Agreement has been executed on the date first written above.

Laurie Brier

Position:

For and on behalf of the

Maritime Area Regulatory Authority

Veronica Caplan

Position:

For and on behalf of

South East Technological University