

**MARITIME AREA PLANNING ACT 2021
(SECTION 65)**



**Commissioners of
IRISH LIGHTS** | *Navigation
and Maritime
Services*

CO-OPERATION AGREEMENT

**MARITIME AREA REGULATORY AUTHORITY
&
COMMISSIONERS OF IRISH LIGHTS**

This agreement is made on [insert date] pursuant to Section 65 of the Maritime Area Planning Act 2021 between:

The Maritime Area Regulatory Authority

AND

The Commissioners of Irish Lights

1. Definitions

In this agreement, the following definitions apply -

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

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

“Irish Lights” means the Commissioners of Irish Lights;

“MAC” means a Maritime Area Consent issued by MARA in accordance with Part 4 of the Act;

“MUL” means a licence issued by MARA in accordance with Part 5 of the Act authorising certain maritime usages in the Maritime Area;

“MARA” means the Maritime Area Regulatory Authority;

“Statutory consent for aids to navigation” means a consent granted by the Commissioners of Irish Lights in accordance with Section 653(2) of the Merchant Shipping Act of 1894;

“Resource” means such assets at the disposal of either party for the purposes of fulfilling their statutory functions.

2. Purposes of this Agreement

The purposes of this Agreement are -

- (i) facilitating co-operation between the MARA and IRISH LIGHTS in the performance of their respective functions in so far as they relate to the maritime area;
- (ii) each party rendering assistance to each other in the performance of its functions, on the basis that such assistance is not inconsistent with either Parties’ functions;
- (iii) to avoid duplication of activities by both Parties in so far as those activities relate to the maritime area;
- (iv) ensuring, as far as is practicable, consistency between decisions made or other steps taken by both Parties in so far as any part of those decisions or steps consists of or relates to the maritime area; and

(v) enabling both Parties to be consulted in relation to any decisions by the body which affect users or proposed users of the maritime area, and (e) to facilitate the conducting of joint studies or analyses of matters relating to the maritime area.

3. 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 the other Party.

The Parties are not entitled to transfer rights or obligations under this Agreement to others.

Each Party will bear its own costs in connection with the conclusion of 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.

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

4. Statutory Functions of the Parties

MARA

MARA is established under Part 3 of the Act. The functions of MARA are set out in Section 43 of the Act as follows –

- a) Considering MAC applications, granting MACs and revoking or suspending MACs;
- b) Considering licence applications, granting licences and revoking or suspending licences;
- c) Securing the enforcement of the provisions of the Act relating to MACs or licences
- d) Promoting and monitoring compliance with the provisions of the Act in so far as those provisions relate to MACs or licences, or both,
- e) Investigating –
 - i. instances of suspected offences under the Act, and
 - ii. instances otherwise of suspected non-compliance with Part 3, 4, 5 or 6 or with the obligations to which holders and former holders of MACs or licences are subject,
- f) The prosecuting of offences under the Act by way of summary proceedings,
- g) At the discretion of MARA, referring cases to the Director of Public Prosecutions where the MARA has reasonable grounds for believing that an indictable offence under the Act has been committed,
- h) Fostering and promoting co-operation between regulators of the maritime area, whether or not pursuant to a co-operation agreement referred to in Chapter 6 of the Act,
- i) The undertaking of all administrative responsibility for foreshore authorisations, including –
 - i. performing functions under or in relation to such authorisations as if –
 - I. the authorisations had been granted (or otherwise given) by the MARA and
 - II. references in the authorisations (howsoever expressed) to the Minister of the Government who falls within paragraph (c) of section 1B of the Foreshore Act 1933 were references to the MARA,
 - ii. investigating instances of suspected offenses under the Foreshore Act 1933 and

- iii. investigating instances otherwise of suspected non-compliance with the Foreshore Act 1933 or with obligations to which holders and former holders of the authorisations are subject, and
- j) Performing such other functions as or conferred upon it by the Act, the Planning and Development Act 2000 or any other enactment.

IRISH LIGHTS

Under the Merchant Shipping Act of 1894 applicable in Ireland and the Merchant Shipping Act of 1995 applicable in the UK, Irish Lights is designated as the General Lighthouse Authority (GLA) for Ireland and Northern Ireland. As the GLA for Ireland, Irish Lights fulfils the Irish Government's contractual obligations as a Coastal State under Chapter V Regulation 13 of the International Convention for the Safety of Life at Sea (SOLAS), 1974 (as amended) to provide "such aids to navigation as the volume of traffic justifies and the degree of risk requires." And to "to take into account the international recommendations and guidelines when establishing such aids." In practice this entails providing an assurance to the State that aids to navigation (AtoN) meet the requirements set by the International Organization for Marine Aids to Navigation (IALA).

The MSA 1894 also designates as Local Lighthouse Authorities (LLA), entities which have authority over local aids to navigation in their area, including Harbour Authorities or County Councils. Local AtoN may be provided by the LLA themselves or by other bodies or individuals.

The powers vested in Irish Lights in Ireland include:

Under the Merchant Shipping Act 1894:

- The superintendence and management of all lighthouses, buoys and beacons throughout Ireland and the adjacent seas and islands.
- Under Section 653(2) of the MSA 1894, Irish Lights must grant a consent to a Local Lighthouse Authority in advance of carrying out the following activities:
 - "...erect or place any lighthouse, buoy, or beacon, or remove or discontinue any lighthouse, buoy, or beacon, or vary the character of any lighthouse, buoy, or beacon, or the mode of exhibiting lights in any lighthouse, buoy, or beacon..."
- Irish Lights may erect, place, add to, alter or remove any lighthouse, buoy or beacon or to vary the character of any lighthouse.

Under the Merchant Shipping Salvage & Wreck Act 1993:

- Irish Lights has the power to raise and remove or otherwise render harmless wrecks. Within the act, "wreck" includes jetsam, flotsam, lagan and derelict found in or on the shores of the sea or any tidal water or harbour.
- Section 52.2 states: (2) Where any wreck is on or near the coasts of the State and there is no harbour authority having functions under this section to raise and remove or otherwise render harmless that wreck, the Commissioners shall, if in their opinion that wreck is, or is likely to become, an obstruction or danger to navigation or to lifeboats engaged in the lifeboat service, have the functions set out in subsection (4).
- Section 52.4 states: The functions exercisable by the appropriate authority by virtue of this section are as follows:
 - (a) to take possession of, and raise and remove, or otherwise render harmless, the whole or any part of the wreck;

- (b) to light or buoy, subject where appropriate to the approval of the Commissioners, the wreck until it is raised and removed or otherwise rendered harmless;
- (c) subject to subsections (7) and (8), to sell or otherwise dispose of, in such manner as they think fit, the wreck or part of the wreck in respect of which they have exercised the functions set out in either or both paragraph (a) or (b);
- (d) to retain out of the proceeds of the sale, the expenses incurred by them in relation to the wreck.

Under the Merchant Shipping (Irish Lights) Act 1997:

- The power to erect or place, purchase or dispose of any associated land, and superintend and manage all maritime radio navigation systems and any incidental, supplemental or consequential powers necessary or expedient for the exercise of the above.
- The power to co-operate with other agencies in relation to the provision or operation of a radio navigation system or any service anywhere relating to maritime navigation, safety, distress, wreck location, pollution or related matters.
- The power to make monetary contributions with the consent of the Minister towards the funding of international organisations or bodies concerned with maritime navigation assistance.
- With the consent of the Minister to make contracts in respect of maritime navigation and related matters in the Republic of Ireland.

Under the Merchant Shipping (Miscellaneous Provisions) Act 1998:

- The authority to invoke borrowing powers with the consent of the Minister (Section 5) Merchant Shipping (Miscellaneous Provisions) Act 1998.

As the General Lighthouse Authority, Irish Lights is required by SOLAS to "to arrange for information relating to aids to navigation to be made available to all concerned." Changes to AtoN at sea are promulgated to mariners through a variety of means once approved by the GLA.

Irish Lights operates an all-island network of 64 Lighthouses, 20 Beacons, 117 Buoys, 23 Radar Beacons, 111 Automatic Identification System AtoN and 8 Helipads. In addition to navigation information a number of Irish Lights lighthouse and buoy stations provide real-time sea state, wind and other data at select locations. This infrastructure is supported by offices and engineering / maintenance facilities at Dun Laoghaire and an 80 metre DP1 service vessel ILV Granuaile.

5. General Co-operation

The Parties will seek to maintain strong and constructive relationships with each other in order to promote the principles of the National Marine Planning Framework while ensuring safety of navigation and regulation of the Maritime Environment. The Parties recognise the importance of close co-operation and communication for the purposes of using their respective investigative and enforcement powers to deliver on each Party's statutory functions.

6. Information and Data Sharing and Consultation

Each Party agrees that it will, upon written request, where it agrees that the request is reasonable, provide to the other Party any information in its possession of a kind specified in the request. The request shall state that the 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 information is required.

Requests for information must be made in writing (for the avoidance of doubt, "writing" includes electronic mail). In cases of urgency, requests for 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 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 Requesting Party may ask that the request itself be considered of a confidential nature.

The Parties hereby commit themselves to use the information solely for the purposes described in the Request.

Should the Requesting Party wish to use the shared information for any purpose other than the purposes expressed in the Request it must first obtain the written approval of the Respondent Party.

7. Co-operation 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.

Upon receipt of such a request both Parties will discuss how the resource in question is to be shared and utilised. Specifically in relation to Irish Light's vessel, the ILV Granuaile, Irish Lights operates a cost recovery model for its use due to the high operating cost of this asset and the requirement to prioritise statutory duties. Various costing options are available, depending on the extent of use, ranging from exclusive use to value-added work, where minimal disruption is required to the scheduled work of the vessel

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.Co-operation on regulatory processes

Where one Party is satisfied that the other Party is performing functions in relation to any particular matter, the first Party may agree to forbear to perform any of its functions in relation to that same matter.

Where a Party intends to forbear to perform its functions in the manner described in sub-article (1) of this Article, it shall first discuss the issue with the other Party, inform it of its intention to apply forbearance, and give the other Party an opportunity to respond.

Where one Party has agreed to forbear to perform its functions in any particular matter, it may so inform any relevant third parties as it sees fit.

Where a licence is granted by MARA to allow for the deployment, alteration or removal of a marine aid to navigation outside 12 nautical miles under Part 5 of the Act, MARA will liaise with Irish Lights to agree conditions to be applied to the licence to allow for inspection of the aid to navigation by Irish Lights, including auditing of the licence holder, to allow for promulgation of the required maritime safety information to the relevant hydrographic authority and the quality assurance of aid to navigation provision in accordance with SOLAS V/13.

Signed on this [date] of [month] 2025.

X 

Chief Executive Officer

For and on behalf of the Maritime Area Regulatory Authority

Signed on this [date] of [month] 2025.

X 

Chief Executive Officer

For and on behalf of the Commissioners of Irish Lights