

The Maritime and Coastguard Agency

**MEMORANDUM OF UNDERSTANDING
RELATING TO THE REPORTING
AND DISPOSAL OF WRECK**

**Between the Maritime and Coastguard Agency
Receiver of Wreck and the
Sub-Aqua Association**



MEMORANDUM OF UNDERSTANDING

RELATING TO THE REPORTING AND DISPOSAL OF WRECK

1. STATUS

- 1.1 The purpose of the Memorandum of Understanding is to set out the arrangements between the Receiver of Wreck and the Sub-Aqua Association concerning the reporting and disposal of wreck finds.

2. INTRODUCTION

- 2.1 Under the Merchant Shipping Act 1995, as amended, the functions of the Receiver of Wreck are, regardless of the age of the wreck, to safeguard the rights of those finding and recovering wreck and to reunite an owner with his or her property, subject to the payment of salvage.
- 2.2 The Sub-Aqua Association (SAA) is dedicated to promoting underwater science, education, sport, exploration, conservation and related topics; to promoting the highest standards of safety in these activities and by co-operation with other organisations and persons with similar objectives to provide the widest exchange of knowledge and experience in these activities. The SAA is committed to conserving our underwater heritage for future generations of divers to enjoy. The SAA achieves this and the safety of divers by promoting sound and responsible practice through its diving programme.

3. JURISDICTION

- 3.1 The arrangements in this Memorandum of Understanding (MOU) are not intended, nor should they infringe upon or dilute in any way the primacy of the Maritime and Coastguard Agency, through the Receiver of Wreck, in respect of the Merchant Shipping Act 1995. The arrangements are intended to enhance the terms of reference of the Receiver of Wreck and PADI.

4. AGREEMENT

- 4.1 Under the terms of the MOU the Receiver of Wreck will liaise with the finder and keep the finder informed of the location of the wreck and the results of any investigation into the nature and cultural importance of the wreck.
- 4.2 Where the expenses of conservation are likely to be met from an award of salvage the Receiver of Wreck will use best endeavours to arrange conservation of the artefact.
- 4.3 Where the expenses of conservation are unlikely to be met from an award of salvage the Receiver of Wreck will use best endeavours to place the finder in contact with a source of advice on conservation.
- 4.4 The Receiver of Wreck will liaise with the finder as to the disposal of the wreck.
- 4.5 Will use best endeavours to ensure the finder is acknowledged in subsequent publications or displays concerning wreck.

- 4.6 Where it appears to the Receiver that any recovered wreck is of historical importance or is more than 100 years old the Receiver will use best endeavours to arrange an archaeological assessment of that wreck and with the finder's consent offer relevant information for inclusion in the National Monument Record (Maritime Section).
- 4.7 The Receiver will use best endeavours to restore wreck of historical importance to its owner or his successor in title within the context of the Receiver's functions and duties under the Merchant Shipping Act 1995 and other associated legislation.
- 4.8 Where the ownership of wreck of historical importance is claimed within the statutory period and it appears to the Receiver that the wreck is of more than nominal value the Receiver shall, after notifying the finder, obtain one or more independent valuations, payable from the proceeds of the salvage award, and shall consult with both the owner and the finder with a view to seeking agreement as to the amount of that award.
- 4.9 SAA will use best endeavours to foster a constructive relationship between themselves, their members and the Receiver.
- 4.10 SAA will use best endeavours to promote amongst their members an understanding of the law relating to the finding and reporting of wreck and the conservation of the maritime cultural heritage.
- 4.11 SAA will use best endeavours to promote amongst their members compliance with the law relating to the finding and reporting of wreck and the conservation of the maritime cultural heritage.
- 4.12 SAA will use best endeavours to support the work of the Receiver and any initiatives undertaken by the Receiver to promote the conservation and the study of the maritime cultural environment and to protect the present and future maritime cultural environment.

5. MEMORANDUM REVIEW

- 5.1 This MOU is to be reviewed annually from the date of enactment which shall be upon completion of signing of both parties. Either the Receiver of Wreck or SAA may also offer this MOU for review at any time.

Signed _____

For and on behalf of
MCA Receiver of Wreck

Date _____

Signed _____

For and on behalf of
SAA

Date _____