

Angel Shark Conservation Network

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Angel Shark Conservation Network (ASCN) Governing Document

1. **Collaboration Name**

1.1. The name of the community is Angel Shark Conservation Network (“**ASCN**”).

2. **Definitions**

2.1. In this Governing Document the following words and expressions have the following meanings:

ASCN Coordinator means, at the time of drafting the Zoological Society of London (“**ZSL**”) or such other organisation as the ASCN Partners may decide.

ASCN Partners means, at the time of drafting, IUCN SSC Shark Specialist Group, Leibniz Institute for the Analysis of Biodiversity Change, Shark Trust, Submon, Universidad de Las Palmas de Gran Canaria, and ZSL, or such other organisations as they may decide.

ASCN Members means, at the time of drafting, the following organisations: iSea, Loro Parque Foundation, Natural Resources Wales and WWF Mediterranean Initiative, or such other organisation as the ASCN Partners may decide.

ASCN Subscribers means individuals or organisations that have an interest in conservation or research of angel sharks and have subscribed to receive e-Bulletins. They have no roles or responsibilities as part of the ASCN.

Angel Shark Project means the multidisciplinary programme set up by the Leibniz Institute for the Analysis of Biodiversity Change, Universidad de Las Palmas de Gran Canaria and ZSL to secure the future for Critically Endangered angel sharks throughout their range.

Angel Shark Sightings Map means the collaborative resource developed by Octophin Digital for ZSL as part of the Angel Shark Project, hosted by the ASCN, to provide one place to submit angel shark sighting globally (“**ASSM**”).

Annual Review Meetings means the annual review meetings of the ASCN Partners. This meeting will be combined within one of the annual quarterly meetings.

ASSM Sightings Data includes ‘Opportunistic Sightings’ (for example, sightings from recreational divers) and ‘Research Observations’ (for example, data collected by a research project). There are three categories of ASSM Sightings Data:

- i. Sighting information: sighting ID, date of upload, latitude, longitude, country, species, date of sighting, time of sighting, number of sharks seen, category of sighting method (e.g. diving, fishing, snorkelling, freediving, swimming, from shore, fish market, submarine or glass bottom boat, other);

- ii. Sighting method information: location, duration, water temp, visibility, name of dive centre, number of divers, night dive, type of fishing, name of fish market, other, additional comments; and

Shark information: length, sex, depth, habitat, behaviour, tag details, photo upload, other comments.

ASSM Collaborator

means individuals or organisations with a defined project that specifies a particular purpose to use ASSM data for non-profit purposes. ASSM Collaborators can be an individual or organisation who will use ASSM data for research or conservation, but does not want to become an ASCN Member.

ASSM User

means the individual or organisation who submits a record to the ASSM.

Communication

means any website content, online article, presentation, interview, public appearance or similar.

Critically Endangered

is a category of threat within the International Union for the Conservation of Nature's (IUCN) Red List of Threatened Species. A taxon is considered Critically Endangered when it meets any of the criteria A to E thresholds for Critically Endangered detailed by the IUCN, and is therefore considered to be facing an extremely high risk of extinction in the wild.

Data Protection Law

means all Applicable Laws relating to data protection, the processing of Personal Data and privacy. These include the Data Protection Act 2018, UK GDPR, the General Data Protection Regulation (EU 2016/679) ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any legislation which replaces it and any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body or Supervisory Authority and at all times, any data protection laws and regulations applicable to the Parties.

Intellectual Property

means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Monitoring Evaluation and Learning

means an adaptable framework to help a project clarify intentions, collect data to assess progress and effectiveness towards impact goals, and monitor change.

Output

Means any scientific manuscript, paper, dissertation, thesis, report, article, book or official publication.

Personal Data

means any information relating to an identified or identifiable natural person. For the purposes of ASCN

and ASSM this will be IP address, name and email address.

3. ASCN Aim and Vision

- 3.1. The ASCN aim is to empower action to achieve the vision that angel sharks are restored to robust populations and safeguarded throughout their natural range (“**Vision**”).
- 3.2. The ASCN was established in 2016 by the Angel Shark Project (a collaboration between Leibniz Institute for the Analysis of Biodiversity Change, Universidad de Las Palmas de Gran Canaria and ZSL), IUCN SSC Shark Specialist Group, Shark Trust, and Submon to facilitate dialogue and information sharing on angel shark conservation efforts.
- 3.3. The ASCN provides a mechanism for developing strategic angel shark conservation planning documents (ie action plans and strategies) at different geographic scales via multidisciplinary workshops. These documents aim to identify the key actions needed to address major threats to angel sharks in each specific region. A list of existing angel shark conservation planning documents can be found at: <https://angelsharknetwork.com/#action>.
- 3.4. The ASCN actively encourages individuals or organisations to deliver actions outlined in the angel shark conservation planning documents.
- 3.5. The ASCN facilitates dialogue and information sharing on angel shark conservation efforts, through providing regular e-Bulletin updates and connecting organisations or individuals interested in angel shark conservation.
- 3.6. The ASCN facilitates a collaborative approach and works in partnership to support and deliver angel shark conservation.
- 3.7. To date, the ASCN has focused on the Eastern Atlantic and Mediterranean Sea, which encompasses the range of three Critically Endangered angel shark species: *S. aculeata*, *S. oculata*, and *S. squatina*. From 2024, the ASCN plan to explore possibilities to expand to other priority regions, in a stepwise approach where capacity allows.

4. ASCN Objectives

- 4.1. Organisations deliver actions outlined in the angel shark conservation planning documents through involvement in the ASCN.
- 4.2. ASCN Partners and ASCN Members actively collaborate through sharing information and outputs of their angel shark research and conservation initiatives.
- 4.3. Information on angel sharks is readily available and easy to access through a document library hosted and regularly updated on the ASCN website.
- 4.4. The delivery of angel shark conservation planning documents is monitored and evaluated to assess progress towards the ASCN Vision.
- 4.5. The wider scientific and conservation community are aware of angel shark conservation planning documents through clear and consistent messaging.
- 4.6. New regional angel shark conservation planning documents are developed by the ASCN Partners and Members, with input from additional organisations, when required.
- 4.7. Angel shark sightings, including Opportunistic Sightings and Research Observations, are submitted to a central database through the ASSM, to enable scientific research across the range.

- 4.8. Organisations working on angel shark conservation and/or research initiatives are identified and invited to join the ASCN, in a stepwise approach where capacity allows.
- 4.9. The ASCN works to secure the resources needed to deliver the aims and objectives.
- 4.10. The ASCN is expanded to other priority regions to benefit the delivery of angel shark conservation and/or research, in a stepwise approach where capacity allows.

5. Membership of ASCN

- 5.1. ASCN membership consists of:
 - a. governing entities: ASCN Partners, of which one Partner will act as the ASCN Coordinator. The roles and responsibilities for each are set out below.
 - b. non-governing entities: ASCN Member, ASCN Subscriber and ASSM Collaborator. These entities will contribute to the ASSM but not have any governing powers within the ASCN.

6. ASCN Coordinator

- 6.1. The ASCN Coordinator coordinates, hosts, and maintains the ASCN and ASSM.
- 6.2. The ASCN Coordinator will be confirmed during the Annual Review Meetings of the ASCN Partners (see 9 'Decisions of ASCN partners').
- 6.3. There is no financial commitment to being an ASCN Coordinator however they are expected to share funding opportunities and lead funding applications to support the ASCN and ASSM where possible.
- 6.4. In addition to their responsibilities as an ASCN Partner, the ASCN Coordinator has additional responsibilities to the ASCN. These are to:
 - a. host, maintain, and update ASCN webpage;
 - b. manage ASCN Partner and ASCN Member requests; act as Data Controller for the ASCN as per data protection regulations; and
 - c. amend this Governing Document following consultation with the ASCN Partners.
- 6.5. The ASCN Coordinator responsibilities to ASSM are to:
 - a. host, maintain and update the ASSM;
 - b. update ASSM Terms of Use when required;
 - c. act as Data Controller for the ASSM as per data protection regulations;
 - d. review and update ASSM data usage included in the Terms of Use;
 - e. manage ASSM Collaborator requests and ASSM Data Requests, and;
 - f. regularly share ASSM data with ASCN Partners.

7. ASCN Partner

- 7.1. ASCN Partners are organisations which have a) historic involvement in the ASCN or a defined project relating to the conservation or research of angel sharks and b) contribute towards development of the ASCN and ASSM. There is no financial commitment to being an ASCN

Partner, however they are expected to share funding opportunities and lead funding applications to support the ASCN and ASSM where possible.

- 7.2. To become an ASCN Partner a candidate organisation must be put forward for the position by at least one of the existing ASCN Partners. The candidate organisation must have a) a defined project relating to the conservation or research of angel sharks, b) be committed to contribute to the development of the ASCN and ASSM and c) fill a particular knowledge, expertise or geographic gap identified by the existing ASCN Partners. The candidate organisation will be discussed by the ASCN Partners pending approval and formal invitation (See 9 'Decisions of ASCN Partners').
- 7.3. ASCN Partners will amongst themselves assign certain responsibilities to a particular partner dependent on capacity and funding. This will be decided during the Annual Review Meeting.
- 7.4. The ASCN Partners' responsibilities to the ASCN are to:
 - a. attend quarterly meetings to discuss the ASCN, ASSM and angel shark focused activities;
 - b. to re-commit to the ASCN Coordinator and ASCN Partner roles during Annual Review Meetings;
 - c. adhere to ASSM Terms of Use;
 - d. consider and make decisions on whether to accept or decline ASCN Partner requests and ASCN Member requests (see 9 'Decisions of ASCN partners');
 - e. feed into design and content, and review ASCN e-Bulletins;
 - f. raise awareness of the ASCN in Communications, with their contacts, networks, at conferences and on social media;
 - g. actively approach organisations working on angel shark conservation and/or research to join as an ASCN Member;
 - h. lead development and coordination of angel shark conservation planning documents;
 - i. support development or update of Monitoring Evaluation and Learning (MEL) plans for each angel shark conservation planning document, to track progress towards achieving the Vision;
 - j. where relevant, review angel shark IUCN Red List Assessments and update where applicable;
 - k. organise and facilitate International Angel Shark Day (26 June);
 - l. share funding opportunities and lead funding applications to support the ASCN;
 - m. represent the ASCN at relevant meetings;
 - n. support development of an ASCN communication plan; and
 - o. agree to be part of and contribute to a communication forum, responding to ASCN Member questions where applicable.
- 7.5. In addition to the responsibilities at section 7.4 above, an assigned ASCN Partner

- a. will send regular ASCN e-Bulletins to update ASCN Members and ASCN Subscribers on angel shark conservation and research, with contributions sought from ASCN Partners and ASCN Members; and
 - b. will facilitate ASCN Partner meetings.
- 7.6. The ASCN Partners' responsibilities to the ASSM are to:
- a. feed into content and management decisions for the ASSM;
 - b. agree to submit all Opportunistic Sightings to the ASSM;
 - c. agree to submit all Research Observations to the ASSM following publication of an Output, no later than 12 months after publication;
 - d. agree to the sharing of ASCN Data section of the ASSM Terms of Use;
 - e. consider and make decisions on whether to accept or decline ASSM Collaborator requests (see 'Membership Decisions') and ASSM Data Requests (see ASSM Terms of Use) ;
 - f. share funding opportunities and lead funding applications to support the ASSM; and
 - g. raise awareness and encourage use of the ASSM in Communications, at relevant meetings, online, in press and on social media.

8. Meetings

- 8.1. The ASCN Coordinator will facilitate the quarterly meetings of the ASCN Partners, including one Annual Review Meeting.
- 8.2. Each ASCN Partner will be represented by at least one individual at the quarterly meetings, including the Annual Review Meeting. If necessary, the Annual Review Meeting will be rescheduled to ensure that all ASCN Partners are represented.
- 8.3. Quarterly meetings will be completed online via video conference.
- 8.4. A meeting agenda and minutes will be provided by the ASCN Coordinator prior to the meeting.
- 8.5. Standing agenda items will include:
 - a. discuss and make decisions on any new ASCN Partner requests, ASCN Member requests, ASSM Collaborator requests and/or ASSM Data Requests (see 'Membership Decisions');
 - b. discuss content for upcoming ASCN eBulletin and update on number of new ASCN Subscribers;
 - c. update on angel shark conservation and/or research projects delivered by ASCN Partners;
 - d. update on funding opportunities for the ASCN or ASSM; and
 - e. any other business.
- 8.6. Additional meetings may be scheduled if requested by one or more of the ASCN Partners.

9. Decisions of ASCN Partners

- 9.1. Approval of the ASCN Coordinator shall be taken by consensus in the Annual Review Meeting by the ASCN Partners. If consensus cannot be reached, a decision shall be made through a vote and can only be accepted with a majority. If there is a deadlock, further rounds of voting will be taken until a majority is reached. Each organisation shall be entitled to one vote each.
- 9.2. Re-committal of the ASCN Partners shall be taken by consensus in the Annual Review Meeting by the ASCN Partners. If consensus cannot be reached, a decision shall be made through a vote and can only be accepted with a majority. If there is a deadlock, three rounds of voting will be taken to reach a majority; if there is still a deadlock the proposal will be rejected. For the avoidance of doubt, votes can be reviewed and reconstructed.
- 9.3. Approval of new ASCN Partner requests, ASCN Member requests, ASSM Collaborator requests and ASSM Data requests shall be taken by consensus in the nearest quarterly meeting by the ASCN Partners. If consensus cannot be reached, a decision shall be made through a vote; new ASCN Partners, ASCN Members, ASSM Collaborators and ASSM Data requests can only be accepted with a majority. If there is a deadlock, three rounds of voting will be taken to reach a majority; if there is still a deadlock the proposal will be rejected. For the avoidance of doubt, votes can be reviewed and reconstructed.
- 9.4. Subject always to Data Protection Law, approval of ASCN Partners requests for access to Personal Data shall be taken by consensus in the nearest quarterly meeting by the ASCN Partners. If consensus cannot be reached, a decision shall be made through a vote and can only be accepted with a majority. If there is a deadlock, three rounds of voting will be taken to reach a majority; if there is still a deadlock the ASCN Coordinator will have the casting vote as they are acting data controller.

10. Publications

- 10.1. Any material, Communication or Output in any medium referring to joint activities and/or mentioning the names, titles, or logos of the other ASCN Partners, ASCN Members, ASCN Subscribers or ASSM Collaborators, must be submitted to the ASCN Partners for approval at least twenty-one (21) days prior to its submission or publication of the material.

11. Review Period and Alterations to the Governing Document

- 11.1. This Governing Document will be reviewed by the ASCN Partners on an annual basis and in the event that amendments are required, these are to be agreed per consensus by all ASCN Partners and made by the ASCN Coordinator.
- 11.2. The ASCN Partners can establish additional rules and procedures outside of this Governing Document to assist with the day to day running of the ASCN.
- 11.3. The ASCN Partners may make collective decisions by email outside of quarterly meetings. Any such decisions should be reported and minuted at the next meeting.

12. How to stop being part of the ASCN

- 12.1. In order to stop being a part of ASCN, the member must email angelsharks@zsl.org with a brief explanation of why you want to stop being part of the ASCN membership.

13. Dissolution

- 13.1. In the event of the ASCN being wound up any assets remaining after the payment of debts and liabilities will be donated to one or more organisations with a similar Vision and objectives to the ASCN. Such decision shall be made by vote of the ASCN Partners, or if the ASCN Partners are unable to agree, by the ASCN Coordinator.