



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) dated 04 November 2013 is made between:

Ove Arup & Partners Limited
of
13 Fitzroy Street, London W1T 4BQ (hereafter “Arup”)

and

The Natural Environment Research Council
of
Polaris House, North Star Avenue, Swindon SN2 1EU (hereafter “NERC”).

1. Purpose

The purpose of this MoU is to outline how Arup and NERC will work together to maximise the benefits from our mutual interests in translating areas of existing science into business practice, as well as identifying strategic research agendas and postgraduate training.

- This MoU is not legally binding.
- This MoU can be amended only in writing and subject to agreement by both Arup and NERC.

2. Scope

The scope of this MoU covers primarily the translation of existing science of mutual interest to NERC and Arup and the associated strategies and business needs.

3. Expectations and Benefits

Under the terms of this memorandum of understanding NERC and Arup seek, within the scope of this agreement, to:

- Create mutual understanding of the strategy and business needs of both organisations to enable broader understanding for Arup of the benefits and opportunities of working with NERC and assist NERC’s understanding of the benefits and opportunities of working with Arup;
- Identify synergies between Arup and NERC funded research, facilities and training activities where they relate to Arup’s innovation strategies;

- Create opportunities for future joint or allied funding of activities and projects which translate science into innovative tools or solutions for use by Arup;
- Identify and measure the impact arising from Arup's collaboration with UK universities and Research Centres enabled through partnership with NERC;
- Influence NERC research and postgraduate training investments by articulating Arup's long-term research, translation and training needs with NERC, and encouraging a culture change in the NERC research community to address Arup (and other stakeholders) needs;
- Support the translation of research in priority areas that align with NERC and Arup's strategies, working with other organisations where appropriate; and
- Act mutually as advocates for environmental research, the Research Councils and each other when interacting with decision-makers and other stakeholders.

4. The Working Relationship

Specific activities developed through this working relationship will be detailed in Annexes that will be appended to this MoU as and when Arup and NERC agree to initiate joint activities. The implementation, management and control mechanisms for each activity will be defined in the relevant Annex. This will include the scope of the activity, the type of activity, joint financial and resourcing arrangements, timescales, management, impact plan, peer review procedures, monitoring and evaluation processes.

Activities may include, but are not limited to:

- sharing of relevant strategies,
- mapping connections and priorities,
- signposting to academic research through analysis of the existing NERC portfolio and identification of leading groups in areas of interest to Arup,
- events such as workshops/ networking meetings/problem clinics to explore the research base in areas of interest to Arup,
- people exchange,
- research synthesis,
- funding for collaborative projects to put NERC science into practice,
- identification of opportunities for mutual use of facilities,
- evaluating the benefit of collaboration, and
- introductions to third parties that can assist in defining and scoping areas of interest to Arup.

5. Management of the Partnership

The partnership will be managed through a Steering Board which will meet twice per annum. Membership of the Steering Board will, currently, consist of Dr Jeremy Watson and Kate Canning from Arup and Dr Simon Jackman and Robyn Thomas from NERC, with a small number of additional representatives, selected as appropriate to cover emerging areas of interest. The Steering Board will review the collaborative activities in the annex to this MoU and agree new activities based on the alignment of strategy and objectives, levels of engagement and commitment between the Parties, communications, forthcoming opportunities.

6. Confidentiality

Either party should state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Freedom of Information Act 2000. Following a formal request under the Freedom of Information Act, they should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed in requests for information but it will be examined in the light of the exceptions provided for in the Freedom of Information Act 2000 before a decision to disclose or not is made. Subject to this, each Party undertakes not to disclose to any third party information disclosed between the Parties pursuant to or connected with this Partnership.

NERC is bound by the Cabinet Office's Security Policy Framework, which requires the use of protective markings for all documents and emails that contain sensitive information. Partners should ensure that any sensitive documents or emails they share with NERC are appropriately marked ([NERC Protective Marking Guide](#)).

7. Intellectual Property and Data

As part of any collaboration, intellectual property will be handled on a case-by-case basis, with the following basic governing principles:

- Background IP will remain the property of the organisation which owns it, though licensing arrangements may be entered into as part of any project or programme;
- The ownership of Foreground IP within the context of NERC's standard terms and conditions rests with the funded organisation whether this is a university or a Research Centre (in the case of NERC's four wholly owned Research Centres, the IP ownership resides with NERC). This ownership model may be varied to take into account the contribution of Arup to the project or programme;
- Licence conditions for foreground IP would be anticipated to allow the research organisation and Arup to develop opportunities arising from its development.

Environmental data, models and tools represent a significant component of the exploitation of environmental science. Whilst NERC retains an open data policy (<http://data.nerc.ac.uk>) enabling free access to all data generated as part of its funding, there are instances where data products are generated, where significant added value may have been invested in developing the initial data, or where proprietary models are used or data belonging to other providers is incorporated into a product or service. In these, or related instances, licence agreements will be developed with the aim of minimising the costs or complications arising.

8. Commencement, duration and termination

The effective commencement date of this working relationship will be the date of the signing of this MoU and the working relationship shall remain in force for a period of 36 months from the commencement date.

The working relationship can be terminated at any time by any Party following a consultation period of 30 (thirty) calendar days or such period as agreed otherwise between the parties and thereafter giving 30 (thirty) calendar days written notice of termination to the other Party. In such circumstances, NERC will prepare an up to date statement of account. In accordance with this statement of account, the terminating Party will honour its share of committed expenditure. NERC will repay to Arup any unused Arup funds.

The working relationship will not be automatically renewed and will be reviewed before the end date with a view to assessing delivery against the objectives set out in this MoU and whether a renewed working relationship aligns with the strategies and objectives of the Parties.

9. Points of contact

NERC:
Polaris House
North Star Avenue
Swindon SN2 1ET

Attention Simon Jackman
Telephone [Redacted]
Email [Redacted]

Arup:
13 Fitzroy Street
London W1T 4BQ

Attention Jeremy Watson
Telephone [Redacted]
Email [Redacted]

10. Signatures

Signed for and on behalf of Arup by:

Name [Redacted]
Title [Redacted]
Date [Redacted]

Signed for and on behalf of NERC by:

Name [Redacted]
Title [Redacted]
Date [Redacted]