

**MEMORANDUM OF UNDERSTANDING:  
Strategic Partnership Agreement**

This Memorandum of Understanding (MoU) dated XX is made between:

Dŵr Cymru Cyfyngedig (Company Number 02366777)

Of

Pentwyn Road, Nelson, Treharris, Mid Glamorgan CF46 6LY (hereafter “DCWW”)

and

Natural Environment Research Council (Company Number RC000740)

Of

Polaris House, North Star Avenue, Swindon SN2 1EU (hereafter “NERC”).

### **1. Purpose and core principles**

The purpose of this MoU is to outline how DCWW and NERC will work together to maximise the benefits from our mutual interests in translating areas of existing science into business practice, informing or identifying strategic research agendas, and demonstrating the uptake and impact of NERC-funded science into business.

All NERC strategic partnerships operate according to the following core principles. These are:

- Partnerships are strategic – they will seek to balance NERC’s strategic priorities with those of the business partner.
- Partnerships are translation-focused – they will focus primarily on where existing research can meet the needs of the partnership activities.
- Partnerships are impact driven – they will consistently be focused to deliver economic, societal or environmental benefits.
- Partnerships are open – they will be open and transparent.

The core principles for NERC strategic partnerships are expanded upon on the NERC website.

### **2. Scope**

The scope of this MoU covers the science and innovation of mutual interest to NERC and DCWW in support of their associated strategies and business needs.

- This MoU is not legally binding, except as specifically set out below.
- Nothing in this MoU is intended to, or shall be deemed to, establish a joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for, or on behalf of the other party.
- This MoU can be amended only in writing and subject to agreement by both DCWW and NERC.

### **3. Expectations and Benefits**

Under the terms of this MoU NERC and DCWW seek, within the scope of this MoU, to:

- Create a mutual understanding of the strategy and business needs of both organisations to enable broader understanding for DCWW of the benefits and opportunities of working with NERC and assist NERC's understanding of the benefits and opportunities of working with DCWW;
- Identify synergies between DCWW and NERC funded research, facilities and training activities where they relate to DCWW business strategies and needs;
- Create opportunities for future joint or allied funding of activities and projects which translate science into innovative tools or solutions which support DCWW's 25 year Operational Visions;
- Influence NERC research and innovation investments by articulating DCWW's long-term research, translation and training needs with NERC, and encourage a culture change in the NERC research community to address DCWW (and other stakeholders) needs;
- Identify and measure the value and impact arising from DCWW collaboration with UK universities and NERC Research Centres (e.g. NERC Centre for Hydrology & Ecology, NERC British Geological Survey) enabled through partnership with NERC;
- Facilitate the translation of research, and postgraduate training activities in priority areas that align with NERC and DCWW strategies, working with other organisations where appropriate;
- Develop, amongst others, the capability of DCWW to meet future regulatory standards; and,
- Act mutually as advocates for evidence based decision making through 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 Annex C that will be appended to this MoU as and when DCWW and NERC agree to initiate joint activities. The implementation, management and control mechanisms for each activity will be defined in the Annex, but in all cases will be overseen on DCWW's behalf by a DCWW Head of Service, who is an employee of DCWW, and a NERC Knowledge and Innovation Manager. 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.

NERC would become an observer of the DCWW Independent Environmental Advisory Panel (IEAP), and in so doing be regularly updated on all the research, science and other work DCWW supports.

Activities may include, but are not limited to:

- sharing and development of relevant strategies,
- mapping connections and priorities,
- signposting to academic research and expertise through analysis of the existing NERC portfolio and identification of leading groups in areas of interest to DCWW,

- events such as workshops/networking meetings/problem clinics to explore the research base in areas of interest to DCWW,
- people exchange,
- research syntheses to provide the science evidence for DCWW decision-makers,
- collaborative projects to translate 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 DCWW or NERC.

## **5. Management of the Partnership**

The partnership will be managed by a Steering Board consisting of DCWW's Environment Director and DCWW Heads of Service, the NERC Associate Director of Innovation and Translation, and NERC Knowledge & Innovation Manager, with a small number of additional representatives, selected as appropriate, to cover emerging areas of interest e.g. from academia or policy.

The DCWW Heads of Service are the nominated points of contact for the development of activities under this MoU. These Heads of Service cover the areas of:

1. Waste water
2. Water
3. Research
4. Technology Development
5. HR/talent development
6. Operational Research / Numerical Sciences / Big data

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, and forthcoming opportunities.

## **6. 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 wholly owned Research Centres, the IP ownership resides with NERC). This ownership model may be varied to take into account the contribution of DCWW to the project or programme;
- Licence conditions for foreground IP would be anticipated to allow the research organisation and DCWW 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](#)<sup>1</sup> 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.

## **7. Freedom of Information**

This paragraph is legally binding. NERC is subject to the requirements of the Freedom of Information Act 2000. The obligations of NERC under this Act and how it applies to this MoU are set out in Annex A.

## **8. Environmental Information Regulations 2004**

This paragraph is legally binding. Both parties to this Agreement are subject to the requirements of the Environmental Information Regulations 2004. The obligations of both Parties under these Regulations and how it applies to this MoU are set out in Annex A.

## **9. Brand Protection**

This paragraph is legally binding. NERC require that any Memoranda of Understanding should protect the NERC brand and its use. Accordingly, the attached Annex B shall apply to this MoU.

## **10. 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 if applicable. If applicable, and in accordance with this statement of account, the terminating Party will honour its share of committed expenditure. NERC will repay to DCWW any unused DCWW 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.

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<sup>1</sup> <http://www.nerc.ac.uk/research/sites/data/policy/>

## 11. Points of contact

### NERC:

Polaris House  
North Star Avenue  
Swindon SN2 1EU

Attention	Jodie Mitchell
Telephone	01793 418004
Email	jodark@nerc.ac.uk

### DCWW:

Pentwyn Road  
Nelson  
Treharris  
CF46 6LY

Attention	Paul Henderson
Telephone	07884 361058
Email	Paul.Henderson@dwrcymru.com

## 12. Signatures

Signed for and on behalf of DCWW by:

**Name**  
**Title**  
**Date**

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Signed for and on behalf of NERC by:

**Name**  
**Title**  
**Date**

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## ANNEX A

### THE NATURAL ENVIRONMENT RESEARCH COUNCIL



#### **Openness and Transparency:**

##### **FREEDOM OF INFORMATION**

As a UK Public Authority the Natural Environment Research Council is obligated to comply with the requirements of the Freedom of Information Act (FOIA) 2000 (Schedule 1: Public Authorities: Part VI: Other Public Bodies and Offices: General).

The FOIA gives individuals the right to seek information from a public authority and where held to have that information made available to them. The Authority has the right, under certain circumstances, to withhold information through the application of exemptions laid out in the Act and in line with guidance provided by the Information Commissioners Office (ICO).

On receipt of a request for information NERC will ascertain whether that information is held, identify any sensitivity associated with the information and whether any exemptions might be applicable to the information or justify a request refusal. In the application of certain exemptions NERC is obliged to undertake a Public Interest Test prior to making a final decision on its response to the request.

Compliance with the Act requires NERC to respond as quickly as possible, but no later than 20 working days, from receipt of the request.

A requester may challenge the information provided or the exemptions applied by requesting an internal review and appeal to the ICO if they are not satisfied by the outcome of the internal review. After consideration the ICO will issue a Decision Notice to which NERC would be obliged to comply.

This Agreement:

In the event that NERC receives an FOI request that relates to this agreement NERC will:

- i) Notify the signatory to this agreement of the request as soon as practicable after receipt of the request;
- ii) Work in conjunction with the signatory to identify information held relevant to the request;
- iii) Work in conjunction with the signatory to agree any sensitivity associated with the information requested;

- iv) Advise the signatory of any exemptions applied to the response to the request;
- v) Notify the signatory of any subsequent appeal to the response.

Signatories to the agreement will:

- vi) Co-operate with NERC over the consideration of the request;
- vii) Make available information when requested;
- viii) Ensure that NERC is able to meet its response time obligations.

### **Environmental Information Regulations (2004)**

Both parties to this Agreement are subject to the provisions of the Environmental Information Regulations (2004)\* which requires them to make available, on request, environmental information held and not necessarily published in the normal course of its public responsibilities.

In the event that a request for information pertaining to work conducted under this Agreement is received either party will, within the deadlines set out in the Regulations:

- i) Notify the other of receipt of a request as soon as practicable;
- ii) Work collaboratively to identify information relevant to the request;
- iii) Work collaboratively to agree any sensitivity associated with the information requested;
- iv) Notify the other of any exceptions which should be applied to the information and associated Public Interest Test arguments.
- v) Notify the other of any appeal to the response.

\*Compliance with the Environmental Information Regulations also refers to the Code of Practice on the discharge of the obligations of public authorities under the Environmental Information Regulations 2004 (SI 2004 No. 3391). Issued under Regulation 16 of the Regulations, February 2005.

### **Other Information Access Regimes:**

In the event that the request covers more than one information access regime (EIR/FOIA or Data Protection Act) the parties to the Agreement will discuss and agree an appropriate approach to the handling the request.

## ANNEX B

### THE NATURAL ENVIRONMENT RESEARCH COUNCIL




#### Brand Protection

##### 1. Definitions

"Trade Marks" means the trade marks (whether unregistered or the Registered Marks) of NERC;

"Registered Marks" means the following Trade Marks:

Territory	Trade Marks	Registration number	Class	Date of filing	Status
EU	NERC	EU012313193	9, 16, 41,42	14/11/2013	Application Published
EU		EU012313573	9, 16, 41,42	14/11/2013	Application Published

##### 2. Use of the Trademarks

- 2.1 DCWW shall not be entitled to use the Trade Marks for any purpose or in any medium or form without the prior written approval of NERC. DCWW shall submit any material containing the Trade Marks to be used in relation to the Agreement to the NERC Commercial Contracts Manager for express written approval at least fourteen (14) days prior to any such material being used or published.
- 2.2 DCWW shall only use the Trade Marks as directed from time to time by NERC in writing and shall observe any instructions given by NERC (including as to colours and size of representations), and shall not use the Trade Marks in any way which would tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of NERC.
- 2.3 DCWW acknowledges that the Trade Marks are the property of NERC and shall indicate that the Trade Marks are the property of NERC by accompanying the use of the Trade



Marks with wording and clear marking of the TM sign in the case of unregistered marks and the ® sign in the case of the Registered Marks.

- 2.4 DCWW shall not obtain or claim any right; title or interest in or to the Trade Marks except as specifically set out in this Agreement and agrees that the benefit of all such use shall accrue to NERC. If any goodwill or other rights accrue to DCWW, DCWW shall hold all such goodwill and other rights on trust for NERC and shall execute such assignments of such goodwill and other rights to NERC (or its nominee) as NERC may direct.
- 2.5 DCWW shall not adopt or use any trade marks, symbol or device which incorporates or is confusingly similar to, the Trade Marks. DCWW shall not at any time, whether during or after termination of this Agreement, apply anywhere in the world to register any trade marks identical to or resembling the Trade Marks.
- 2.6 DCWW shall not at any time, whether during or after termination of this Agreement, use the Trade Marks as part of any corporate business or trading name or style of DCWW.
- 2.7 NERC shall not at any time use the logo or Trade Marks of DCWW without first obtaining a licence to do so and paying a licence fee; such licence to be subject to a specified period of time.

## ANNEX C

### Partnership Plan

#### Year 1

##### 1. Introduction

This Partnership Plan underpins the agreement signed on XXXX between the Natural Environment Research Council (NERC) and Dŵr Cymru Welsh Water (DCWW) to work strategically together.

NERC and DCWW have agreed to work together in a long-term relationship to understand specific business strategies, interests and needs more deeply; to accelerate and deliver impact by translating existing science into real world applications and solutions; and, to contribute to the identification of priorities for new strategic research. This approach aligns with the 25 year operational visions developed by DCWW.

The Partnership Plan guides the investment and commitment of both NERC and DCWW on an annual basis. It outlines a planned programme of activity driven by the needs, issues and challenges agreed by the Partnership Steering Board.

The Partnership Plan sets out the activities that will be delivered in the year commencing 1<sup>st</sup> December 2015, the expected timescales for this and any financial or other contribution from both NERC and DCWW.

The Steering Board will review the collaborative activities and agree new activities based on the alignment of strategy and objectives, levels of engagement and commitment between the Parties, communications, and forthcoming opportunities

##### 2. Thematic Areas

Section 2 outlines the thematic areas of mutual interest between NERC and DCWW. It is expected that all collaborative activities will draw upon one or more of these thematic areas.

###### 1. Catchment management for ecosystems services

The cleaner our raw water resource, the less energy and chemicals we have to use in making it potable. There is a lot of work being undertaken by water companies to look at improving resources through catchment management. In general this is aimed at deferring investment rather than a permanent solution. DCWW is interested in projects that can quantify the value of investment in catchments, particularly in the frame of ecosystem services.

###### 2. Managing nutrient levels in river, coastal and marine environments

Water companies have ever-tightening standards to guard against eutrophication under the Water Framework Directive, Habitats Directive and Marine Strategy Directive. However, the relationships between different forms of nutrients and biological responses are poorly understood. Research and innovation in marine and coastal environments in particular have been neglected, which provides an opportunity for NERC and DCWW to focus on.

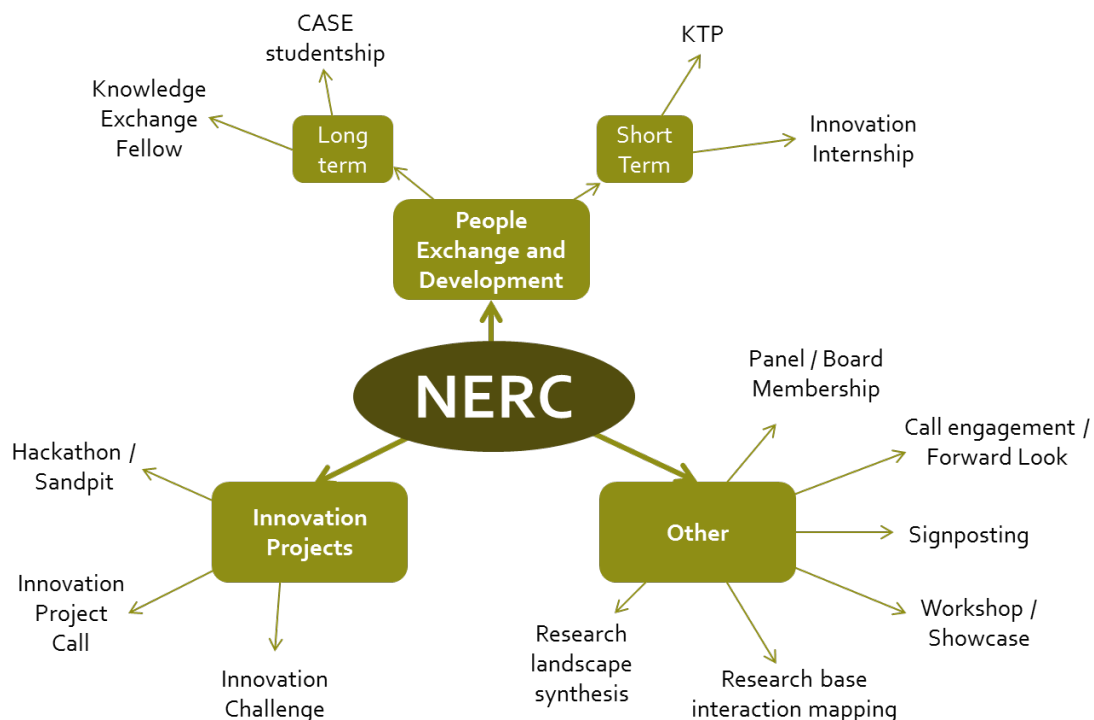
### 3. Environmental data and e-DNA for decision makers

Under the Habitats Directive, water companies are required to submit data on the abundance and distribution species in an area before undertaking work or changing practices. However, lack of baseline data and monitoring in Wales often means DWCC are faced with an assertion of impact by regulators. Research and innovation that could provide reliable environmental information would be valuable to water companies and their regulators. One area of particular interest to DCWW is environmental DNA (e-DNA).

### 3. Strategic Partnership Activities

NERC strategic partnerships invest in any form of existing NERC people exchange or innovation mechanism. Using existing mechanisms means that a) resources can be managed efficiently through planned call processes; and, b) mechanisms are recognised by the academic community.

Section 4 describes in detail the activities that will be delivered through the Partnership in the coming year. However, the diagram below shows a broad overview of the types of activities that will be considered for funding under the partnership.



The use of each of the above outlined mechanisms will be guided by the four overarching principles for Strategic Partnerships with NERC:

1. **Strategic:** activities funded will clearly meet strategic interests of both partners
2. **Translation-focused:** primarily, activities will focus on translation of existing research
3. **Impact driven:** partnerships will be focused to deliver on the impact agenda for NERC and allow the partnership to capture impact ‘stories’ from engagement
4. **Openness:** any funding will be allocated to projects through open competition accessible to the whole academic community and not favouring any particular institution.

**4. Year 1 activities and outputs**

This section describes collaborative activities in detail, including the type of activity, why it has been chosen and how it will be managed, monitored and evaluated.

It is important to note that during the first year DCWW and NERC will continue to scope activities to undertake within the year and for future years.

DCWW and NERC already work together on the Sustainable Agriculture Research and Innovation Club, and DCWW is a core partner of the Doctoral Training Partnership ‘ENVISION: developing next generation leaders in environmental science’. DCWW also has close links with the NERC-funded ‘Diversity in Upland Rivers for Ecosystem Service Sustainability’ (DURESS) project.

Innovation Internship: Catchment management for ecosystem services	
<b>What</b>	<p><b>Purpose</b></p> <ul style="list-style-type: none"> <li>• An innovation internship which will take an ecosystem services approach to assessing catchment management.</li> <li>• The internship will synthesize existing research and tools that can measure and quantify ecosystem services provided through catchment management.</li> </ul> <p><b>Outputs/outcomes</b></p> <ul style="list-style-type: none"> <li>• Synthesis report summarising research currently available and/or development of a tool that could be used by DCWW and other water companies to inform decisions on catchment management.</li> </ul>
<b>Why</b>	<ul style="list-style-type: none"> <li>• There is a need for water companies to understand their impacts on ecosystem services (benefits and dis-benefits) and how to manage them at the catchment scale.</li> <li>• DCWW is interested in valuing their investment into catchment management using an ecosystem service approach.</li> <li>• This activity would build on strategic NERC-funded research, data and expertise including:               <ul style="list-style-type: none"> <li>○ Valuing Nature Network</li> <li>○ Biodiversity and Ecosystems Services research programme, and the</li> </ul> </li> </ul>

	<p>DURESS project in particular</p> <ul style="list-style-type: none"> <li>○ Changing Water Cycle research programme</li> <li>○ Flooding from Intense Rainfall research programme</li> <li>○ UK Droughts and Water Scarcity research programme</li> <li>○ Water Security knowledge exchange programme</li> <li>○ Research &amp; innovation undertaken by the Centre for Ecology and Hydrology.</li> </ul>
<b>When</b>	<ul style="list-style-type: none"> <li>● 1 x 6 month internship (at postgraduate or postdoctoral level)</li> <li>● Announcement of Opportunity development: from December 2015</li> <li>● Call live: March 2016</li> <li>● Start June 2016 – end December 2016</li> </ul>
<b>How</b>	<ul style="list-style-type: none"> <li>● Open competition to NERC community.</li> <li>● Competition will be by Expression of Interest (EOI) and invitation to submit full proposal through JeS.</li> <li>● Duration: EOI live for 6 weeks; applicants submit full proposal; invite to interview (interviewed by Steering Board); award grant.</li> </ul>
<b>How much</b>	<ul style="list-style-type: none"> <li>● Internship will be funded financially by NERC from Strategic Partnership funds (up to £50k).</li> <li>● DCWW will provide access to sites, data, facilities and staff time. The internship will be located at a DCWW office.</li> <li>● DCWW will be undertaking £6m of catchment based research of investigations and research during AMP6, the data from which will support this project.</li> </ul>
<b>Management</b>	<ul style="list-style-type: none"> <li>● Call development between NERC and DCWW.</li> <li>● Jodie Mitchell and Paul Gaskin to lead.</li> </ul>
<b>Monitoring and Evaluation</b>	<ul style="list-style-type: none"> <li>● Ex-post evaluation</li> <li>● Monitoring continuous through duration by Jodie Mitchell and Paul Gaskin.</li> </ul>

### Workshop – Environmental data and eDNA for water companies and regulators

<b>What</b>	<p><b>Purpose</b></p> <ul style="list-style-type: none"> <li>● To bring academic and water industry representatives together to gain an understanding of; i) the issue and need to increase baseline environmental data in water systems; ii) the research, data, technologies and tools that currently exist and could be applied to address this need; iii) the innovation potential/ research translation gaps and how NERC and DCWW Strategic Partnership efforts could add-value.</li> <li>● To maximise the value of data that will be collected by water companies in the second cycle of the Water Framework Directive (WFD) and use the results to inform cost effective planning for the third cycle of WFD.</li> </ul> <p><b>Output/outcome</b></p> <ul style="list-style-type: none"> <li>● Workshop report and recommendations of next steps.</li> </ul>
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<b>Why</b>	<ul style="list-style-type: none"> <li>• Strategic fit to NERC and DCWW.</li> <li>• Link to NERC's highlight topic: 'eDNA: a key new tool for the 21<sup>st</sup> century'.</li> <li>• Cost effective measures for all sectors in the third cycle of WFD</li> <li>• To develop future ideas for Strategic Partnership work, including a set of <b>Innovation Projects or Knowledge Exchange fellowship.</b></li> </ul>
<b>When</b>	<ul style="list-style-type: none"> <li>• Workshop development: from December 2015</li> <li>• Workshop: February 2016</li> </ul>
<b>How</b>	<ul style="list-style-type: none"> <li>• One-off event promoted to NERC academics and relevant end-users.</li> </ul>
<b>How much</b>	<ul style="list-style-type: none"> <li>• NERC to fund up to £10k</li> <li>• DCWW to provide venue</li> <li>• DCWW to input data from £4m of investigatory work between 2016 and 2018.</li> </ul>
<b>Management</b>	<ul style="list-style-type: none"> <li>• Jodie Mitchell and Paul Henderson to develop workshop aims and objectives, agenda, list of invitees, etc.</li> </ul>
<b>Monitoring and Evaluation</b>	<ul style="list-style-type: none"> <li>• Ex-post evaluation (internal, informal)</li> </ul>

DCWW have expressed a keen interest in engaging with in NERC's **Policy Placement at Welsh Government** within the Natural Resources department who started on 1<sup>st</sup> October 2015, and the upcoming BBSRC/NERC **UK Aquaculture Initiative** which will be launched in December 2015.

## 5. Partnership Plan 2015/16

Section 5 provides a timetable for the full duration of activities, including the planning, commissioning and implementation stages. This timetable is intended to aid Parties in the allocation of resources and forecasting expenditure over the course of the year.

Activity	2015			2016											
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Internship															
Workshop															
Innovation Projects call*															
Steering Board															



Preparatory activity



Activity 'live'

\*Indicative timing should this activity go ahead