

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) dated 7th February 2014, is made between:

SHELL GLOBAL SOLUTIONS INTERNATIONAL B.V, (hereafter “Shell”) a Netherland Company having an office at Carel van Bylandtlaan 23, 2596 HP, The Hague, the Netherlands

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 Shell and NERC will work together to maximise the benefits from our mutual interests in areas of long-term research, postgraduate training and knowledge exchange.

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

2. Scope

The scope of this MoU covers the science and innovation of mutual interest to NERC and Shell, and the associated strategies and business needs.

3. Expectations and Benefits

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

- Create mutual understanding of the strategy and business needs of both organisations to enable broader Shell understanding of the benefits and opportunities of working with NERC and assist NERC’s understanding of the benefits and opportunities of working with Shell;
- Identify synergies between Shell and NERC funded research and training activities where they relate to Shell innovation strategies;
- Create opportunities for future joint or allied funding of research and postgraduate training where there is an alignment of Shell and NERC’s requirements and investments;
- Identify and measure the impact arising from Shell collaboration with UK universities and Research Centres enabled through partnership with NERC;
- Influence academic behaviour by articulating Shell long-term research, translation and training needs with NERC;
- Support long-term pre-competitive underpinning research, translation and postgraduate training activities in priority areas that align with NERC and Shell strategies, working with other organisations where appropriate; and

- Act mutually as advocates for long-term 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 separate agreements executed by the parties setting out in full the contractual arrangements for each joint activity as and when Shell and NERC agree to initiate joint activities. The implementation, management and control mechanisms for each activity will be defined in the relevant agreement. This will include the scope of the activity, the type of activity, joint financial and resourcing arrangements, timescales, management, peer review procedures, monitoring and evaluation processes.

Activities may include, but are not limited to, exchange of secondees, identification of opportunities for mutual use of facilities, sharing of relevant strategies, priority mapping, analysis of the existing NERC portfolio and identification of leading groups in areas of interest to Shell, introductions to third parties that can assist in defining and scoping areas of Shell interest, direct Shell funding to connect to existing NERC investments, and joint development or funding of research and postgraduate training.

5. Confidentiality

- (a) 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.
- (b) 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).
- (c) In consideration for the disclosure of any data or information received or obtained by a party either directly or indirectly from the other party in writing or electronically and marked "Confidential" or, if it is disclosed orally or visually (including, without limitation, during any site visit), identified as confidential or proprietary at the time of disclosure and reduced to writing and marked "Confidential" within thirty (30) days of such disclosure (**Confidential Information**), the parties agree:
 - a. not to disclose any Confidential Information to any third party without

the prior written consent of the disclosing party;

- b. not use Confidential Information other than for the purposes of this MoU; and
 - c. not make known or cause to be made known to any third party any correlation or identity which may exist between any Confidential Information and technical information or know-how made available to the receiving party from any other source.
- (d) Paragraph (c) does not apply to Confidential Information that is lawfully known by the receiving party without binder of secrecy, is publicly available, or must be disclosed by law and the party seeking to rely on this exception must prove the facts.
- (e) At the expiration of this MoU each party must destroy all Confidential Information of the other party in its custody or control.

6. Intellectual Property and Data

As part of any collaboration, intellectual property will be handled on a case-by-case basis and set out in the legally binding agreement described in clause 4 of this MoU, 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 on reasonable terms at discretion of owning party;
- 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 Shell to the project or programme;
- Licence conditions for foreground IP would be anticipated to allow the research organisation and Shell 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.

7. Commencement and duration

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.

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.

8. Points of contact

NERC:
Polaris House
North Star Avenue
Swindon SN2 1ET

Attention
Telephone
Facsimile
Email

Shell:

Attention
Telephone
Facsimile
Email

9. Governing Law and Jurisdiction

This MoU, and the relationship between Shell and NERC under this MoU, shall in all respects be interpreted in accordance with and governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this Agreement (whether based in contract, tort (including negligence) or otherwise).

10. Signatures

Signed for and on behalf of Shell by:

Name

Title

Date _____

Signed for and on behalf of NERC by:

Name Professor Duncan Wingham

Title Chief Executive

Date _____