

MEMORANDUM OF UNDERSTANDING

CONCERNING THE CO-OPERATION BETWEEN THE MEMBERS OF THE PROJECT MANAGEMENT GROUP OF THE DEFRA FUNDED, DARWIN PLUS PROJECT “MAPPING FALKLANDS AND SOUTH GEORGIA COASTAL MARGINS FOR SPATIAL PLANNING” TO FACILITATE THE DELIVERY OF THE PROJECT

[11th May 2018: version 10]



Introduction

RECOGNISING the value of co-operation, collaboration and mentorship to the Project Manager by providing expertise, advice and oversight.

WELCOMING the collaboration of partners and stakeholders in the project.

DESIRING the highest standards and systems of project delivery.

ACKNOWLEDGING the need for the highest standard of research outputs and project delivery.

WISHING TO:

- a) reinforce the working relationship between the participants;
- b) establish a framework for co-operation for the delivery of the project.

CONSIDERING the requirements and commitments arising from the project.

The participants to this Memorandum have reached the following understanding.

Paragraph 1
Definitions

For the purposes of this Memorandum:

“Memorandum” means this Memorandum of Understanding.

“Participant” means the individual members of the Project Management Group formulated to support the delivery of the “Mapping Falklands and South Georgia coastal margins for Spatial Planning” project (see Appendix A for list of participants) and “Participants” refers to all of the Participants of this Memorandum of Understanding collectively. “Participants” will include all permitted assignees of the Participant in question.

“Background Information” means any and all information, techniques, knowledge, materials and Intellectual Property Rights, other than the Foreground, which are owned by or controlled by a Party prior to the date of commencement of this Agreement or that are generated by a Party independently of the Project, which are necessary for the carrying out of the Project;

“Foreground Information” means any and all results and the Intellectual Property Rights therein, including but not limited to information, data, sequences, modifications, materials, inventions and know how (including techniques), that were created, devised or discovered during the course of the Project;

“Intellectual Property Rights” means any intellectual property rights of any description including but not limited to reports, copyright works, patents, discoveries, improvements, inventions, trademarks, designs, information, data, formulae, specifications, results of tests and field trials, diagrams, expertise, techniques, technology, know-how, and other intellectual property of any nature whatsoever, including applications and the right to apply for registration of any of the foregoing rights, and any similar right recognised from time to time in any jurisdiction;

“Project Management Group” means the DPLUS065 Project Management Group, established to monitor, review and steer the project. The terms of reference for this group can be found [here](#)¹.

“Project” means the project to which this Memorandum relates. The project details, commitments of the Participants and overarching principles of the relationship are more specifically detailed in the project proposal document, located [here](#)².

Paragraph 2
Participation, effect and duration

a) This Memorandum comes into effect on the date of the last signature by a Participant.

¹http://www.south-atlantic-research.org/wp-content/uploads/2018/04/CoastalMapping_ProjectManagementGroup_ToR_v0_4_FINAL.pdf
² <http://www.darwininitiative.org.uk/project/DPLUS065/>

- b) This Memorandum will continue in effect between each Participant until 31st March 2020 until terminated by any Participant giving three months' notice to the other Participants.
- c) Notice served under paragraph 2(b) will terminate the Memorandum.
- d) The Participants will consult to determine how any outstanding matters will be dealt with.

Paragraph 3 *Scope of activity*

The purpose of this Memorandum is to outline the principles of the relationship between the Participants in the delivery of the Project; in particular:

- a) define the parameters of contribution of the Participants;
- b) outline the principles of collaboration between the Participants;
- c) define the parameters for data collection and storage; and
- d) define the requirements for publication.

The Project commenced on 1st April 2017 and will complete on 31st March 2020.

Paragraph 4 *Participant contribution*

The Participants of this Memorandum will be active members of the Project Management Group and shall act reasonably to deliver the Project. Governance of the Project shall be through the Project Management Group; different stages/phases of the Project shall be outlined in individual Research Agreements between Participants.

Note that detailed information related to project budget and in-kind contributions will be captured in detail in any Research Agreements which may be established between Participants under the framework of this Memorandum. Where these Research Agreements exist, the terms agreed between the Participants will supersede those contained within this Memorandum. The Participants of this Memorandum will perform their respective commitments detailed below and contribute their support either materially or in kind, as follows, to the project:

- 1) **South Atlantic Environmental Research Institute (SAERI)** will lead and deliver the project according to the Work Packages, timelines and budget according to the Grant Award DPLUS065 and provide regular updates to the Project Management Group.
- 2) **Oregon State University (OSU)** will provide expertise in object-based benthic habitat modelling, object-based image analysis, machine-based learning and geospatial analysis to ensure the successful delivery of the project. In particular,

OSU will lead image analysis and object-based habitat modelling. OSU will also provide training in geospatial analysis to the SAERI project manager, project partners and stakeholders.

- 3) **Shallow Marine Surveys Group Ltd (SMSG)** will contribute extensive shallow dive survey datasets from around the Falkland Islands to the project – both historical and new surveys commissioned to address data gaps identified, and to validate habitat models developed through the project.
- 4) **Falkland Islands Government (FIG)** will provide a policy steer to the project, from a Falkland Islands perspective, through the Project Management Group. FIG will also provide support through the Research Permitting process. FIG will contribute, 'in principle', a sum of up to £5000 per annum from the Environmental Studies Budget, subject to application and subsequent approval. This amount will be inclusive of all taxes which may be payable in relation to the Project from time to time.
- 5) **Government of South Georgia & the South Sandwich Islands (GSGSSI)** will provide a policy steer to the project, from a South Georgia perspective, through the Project Management Group. GSGSSI will also provide support through the Research Permitting process. GSGSSI will make an in-kind contribution of vessel berths for two scientists on the FPV Pharos SG during 2017 (Year 1: 1st April 2017 – 31st March 2018) to support the South Georgia fieldwork campaign being undertaken for this Project.
- 6) **Joint Nature Conservation Committee Support Co. (JNCC)** will provide technical expertise and support around earth observation and satellite imagery to the project, a component of which will be through the training of project partners. In addition, the JNCC will ensure that this Project complements and builds on other initiatives in the region, including those that JNCC have directly led such as the FCO-funded regional information management and green economy projects.

Paragraph 5

Principles of collaboration

All Participants of the Project will develop and achieve the objectives of collaboration between the Participants:

- work together in a spirit of sharing and collaboration
- co-operate in the effective exchange of information relating to their activities in fields of mutual interests

- explore and share opportunities that might emerge to enhance the benefits of the Project both currently and in the future
- Actively raise awareness and promote the project within partner organisations and on the Falklands.

Paragraph 6

Framework for data management and storage

Data will be stored on the SAERI IMS-GIS website which can be accessed for free by members of the Project Management Group, ensuring greatest possible transparency among all members, and allowing the identification of areas that might require better coverage. The leaders of the Project Management Group strive to update this information as frequently as possible.

All Participants undertake that the samples and data, including derived data, associated metadata and publications generated from this Project shall not be disclosed, released, revealed, showed, sold, rented, leased, loaned, or published to any third party (other than as required by law or any competent regulatory authority) without approval from all Project Management Group members.

This Memorandum represents and warrants further that, except as specified in an attachment or except as authorised in writing, the data collected and contributed by the participants to this project will only be used for research and/or analytical purposes towards the principles of collaboration stated in Paragraph 5 of this Memorandum. The use of the samples for any other purposes will require written permission by relevant participants. Participants are free to use the data they collected during this project towards their own research studies.

Paragraph 7

Intellectual Property

This Memorandum does not affect the ownership of the Background which shall remain the property of the Party contributing it to the Project. No licence to use any Background is granted or implied by this Agreement except the rights explicitly granted in this Agreement.

Each Party grants to the other Party a royalty-free, non-exclusive licence to use its Background for the purposes of carrying out the Project, but for no other purpose. Neither Party may grant any sub-licence to use the other Party's Background without the prior written consent of the owning Party.

All Intellectual Property rights, in and to the Foreground shall be owned by the Party or Parties generating such Foreground. For the avoidance of doubt where the Foreground are developed jointly they shall be owned jointly in accordance with the inventive contribution of each Party, unless otherwise agreed in writing.

Each Party hereby grants to the other Party a perpetual, non-exclusive, worldwide, royalty-free, non-transferable, non-exclusive licence to use the other Party's Foreground for their own non-commercial internal research and teaching activities.

This Memorandum (Paragraph 7) does not affect specific aspects of Intellectual Property which may be amended in individual Research Agreements between Parties.

Paragraph 8

Authorship and publication

Parties to this Memorandum agree to joint publication of data collected under this Agreement and derived from analysis. Authors and the order of authorship will be decided through consultation between Parties and follow the general guidelines below that an author should contribute to *each* of the follow stages:

- Substantial contribution to conception and design; or acquisition of data; or analysis and interpretation of data.
- Drafting the article or revising it critically for important intellectual content.
- Final approval of the version to be published.

Paragraph 9

Public information

The Participants will co-ordinate the release of public information relevant to the activities performed under this Memorandum.

Paragraph 10

Settlement of disputes

Participants will make their best efforts to assure that any dispute about the interpretation or application of the Memorandum or arising as a consequence of the Memorandum will be resolved by consultation between the Participants at the Project Management Group on behalf of any institution. If the Parties fail to resolve the issues within one month, then the dispute shall be referred to a mediator (the 'Mediator') chosen by agreement between the Parties. If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, each Party may exercise any remedy it has under applicable law.

Paragraph 11
Amendment

This Memorandum may be amended at any time by written consent of all the participants.

Signed in two originals in[*add location where signed*] on[*add date of signing*] in the English language

Signature of Participant (please also add relevant details in Appendix A)

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Appendix A

Table of Participants

Name of Participant	Date of signature	Date of participation	Details for service of notice (domicilium)
South Atlantic Environmental Research Institute (SAERI) (Lead organisation)			
Oregon State University (OSU)			
Shallow Marine Surveys Group Ltd (SMSG)			
Falkland Islands Government (FIG)			
Government of South Georgia & the South Sandwich Islands (GSGSSI)			
Joint Nature Conservation Committee Support Co. (JNCC)			