

Memorandum of Understanding

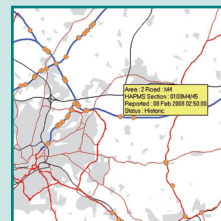
between the

Environment Agency

and the

Highways Agency

Annex 4 - Information Exchange



ENVIRONMENT
AGENCY



HIGHWAYS
AGENCY

An Executive Agency of the
Department for
Transport

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The Parties

Highways Agency (HA)

Environment Agency (EA)

(Together the 'Parties')

Introduction

This Annex is one of the supporting technical documents to the 'Memorandum of Understanding' (MoU) between the Environment Agency and Highways Agency. It sets out a framework for effective cooperation and exchange of information between the Parties to facilitate their working relationship.

For the purpose of this Annex both information and intellectual property is defined as follows:

Information:

Data, records or information of any kind which have been recorded.

IPR:

Intellectual Property Rights which may be in the form of copyright, database rights, patents, trademarks, design rights, trade secrets, know-how and confidential information, together with any applications for any of the foregoing.

1. Key Commitments

The Parties recognise the intrinsic value of their information holdings to one another and the business efficiencies that can be gained from sharing these, subject to proper controls and legal restrictions and policies of the respective Parties

The Parties will commit to:

- promoting access to and exchanging information in an efficient manner
- exchanging information without cost or charge where the information is to be used solely for the statutory, regulatory or not for profit functions of the other Party. This does not preclude charging a reasonable sum to cover the cost of work on the information (e.g in supplying in a particular format) or third party royalties
- handling data and information in accordance with current legislation and published public sector data handling guidelines
- recording each other as data recipients under data protection legislation

registrations/notifications

- seeking closer understanding of and exploring means by which greater collaboration in daily operations may be established
- publicising internally what data services are available from the other Party, and how to make use of them
- establishing internal processes by which appropriate published material will be made available to the other Party, e.g. research reports, publicity leaflets etc. (subject to the terms and conditions of specific service level agreements)
- developing arrangements which cover the supply of the other Party's information to third parties, including, where appropriate, the allocation of income.

It is agreed that neither Party will seek to profit financially from information supplied by the other Party.

2. Information Exchange Objectives

The information exchange objectives are to:

- facilitate the working relationship between the Parties
- minimise the need to invoice
- minimise the quantity of separate agreements
- standardise data service technology and tools, e.g. data formats, cataloguing systems, GIS on-line data supply
- maximise the efficiency and minimise the costs of information exchange and/or supply by appropriate use of IT

it is intended that the specific terms and conditions under which information will be exchanged between the Parties will be subject to those of a separate, legally binding, licence agreement.

3. Working Arrangements

3.1 Duration

This Annex will be of indefinite duration, but subject to annual review.

3.2 Status

- Nothing in this Annex will be construed as creating a partnership or joint venture

- Neither Party will represent itself as being the agent of the other Party and nor is either Party authorised to commit the other Party to any arrangement with a third party
- This Annex is agreed in good faith by both Parties on the basis that it is a fair and honest statement of intentions. It is not intended to have a legally binding effect
- The Parties will ensure to the best of their endeavours that the objectives of this Annex are met.

3.3 Assignment

Neither Party shall assign this Annex in whole or in part to any third party without the other Party's prior written consent.





