

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is between the following parties (the “Parties”):

- (1) [Public Body A] of [ADDRESS] (“**Body A**”); and
- (2) The Secretary of State for Environment, Food and Rural Affairs of 17 Smith Square, Nobel House, Defra, SW1P 3JR (“Defra”).

Background

- A. Body A and Defra have agreed to work together on the Project, as defined in this MoU.
- B. This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.
- C. This MoU is not intended to be legally binding or to create legal obligations or legal rights between the Parties. However, the Parties enter into this MoU intending to honour all their obligations.
- D. [INSERT ANY ADDITIONAL RELEVANT BACKGROUND AS NECESSARY].

Definitions

1.1. “**Confidential Information**” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 but does not include information which:

- 1.1.1. was public knowledge at the time of disclosure (otherwise than by breach of clause 7;
- 1.1.2. was in possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- 1.1.3. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- 1.1.4. is independently developed without access to the Confidential Information.

1.2. “**Intellectual Property Rights**” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, knowhow, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

2. Key Objectives for the Project

- 2.1. The Parties shall undertake the Project to achieve the Key Objectives (as set out below).
- 2.2. Each Party will work to secure any permissions, licences, consents or approvals needed for the Project.

3. Principles of collaboration and the Parties' responsibilities

- 3.1. The Parties agree to adopt the following principles ("**Principles**") when carrying out the Project:

- 3.1.1. to collaborate and cooperate with each other to ensure that activities are delivered and actions taken as required;
- 3.1.2. to be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
- 3.1.3. to learn, develop and seek to achieve the full potential of the Project;
- 3.1.4. to share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 3.1.5. to adhere to all statutory requirements and best practice (including any relevant Governmental protocols such as the Ministerial and Civil Service Codes) and comply with applicable laws and standards including EU procurement rules, data protection and freedom of information legislation;
- 3.1.6. to act in a timely manner;
- 3.1.7. to carry out the Project in such a manner (where relevant) so as to facilitate the delivering of sustainability objectives for Government;
- 3.1.8. to agree a strategy for managing communication with stakeholders;
- 3.1.9. to ensure sufficient and appropriately qualified employees and other necessary resources are available and (in case of employees) authorised to fulfil the responsibilities set out in this MoU; and
- 3.1.10. to act in good faith to support achievement of the Key Objectives and compliance with these Principles.

[INSERT ANY OTHER PROJECT-SPECIFIC PRINCIPLES]

4. Charges and liabilities

- 4.1. Except as otherwise provided in this MoU, the Parties must each bear their own costs and expenses incurred in complying with their obligations under this MoU.

4.2. Both Parties remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

5. Intellectual Property Rights

5.1. All pre-existing Intellectual Property Rights or Intellectual Property Rights developed independently of this MoU ("**Background IPR**") remains the property of the owning Party.

5.2. Any Intellectual Property Rights that arise or are developed in carrying out the requirements of this MoU ("**Foreground IPR**") are vested in and owned by the Party creating or developing those rights.

5.3. Each Party grants the other an irrevocable, royalty free, non-exclusive licence of all jointly developed Intellectual Property Rights owned by it pursuant to clause 5.2 for its own use and exploitation.

5.4. Each party licenses to the other on an irrevocable, royalty-free, non-exclusive basis its Foreground IPR and Background IPR to the extent necessary for implementing the Project.

6. Freedom of Information and Communications

6.1. Each Party will:

6.1.1. provide to the other party any information in its possession that may be reasonably requested by the other, subject to necessary confidentially constraints, safeguards and statutory rules on disclosure;

6.1.2. consult the other Party before making to any third party any significant disclosures of information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information; and

6.1.3. seek the approval of the other Party before externally publishing any information resulting from the use of exchanged data received from the other Party, such approval not to be unreasonably withheld.

6.2. The obligations in clause 6.1 and clause 7 are subject to any government requirements as to transparency which may apply to either or both Parties from time to time.

7. Confidential Information

7.1. Each of the Parties understands and acknowledges that it may receive or become aware of Confidential Information belonging to the other Party whether in the course of the performance of this MoU or otherwise.

- 7.2. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this MoU, each Party must:
- 7.2.1. treat the other Party's Confidential Information as confidential and safeguard it accordingly;
 - 7.2.2. not disclose the other Party's Confidential Information to any other person (except their employees, agents and professional advisers to the extent to which such disclosure is necessary for the purposes contemplated under this MoU, and subject to procuring that such persons are made aware of, and comply with, these obligations of confidentiality).

7.3. The obligations of confidentiality imposed by clauses 7.1 and 7.2 do not apply to any Confidential Information to the extent that it is required to be disclosed by a requirement of law placed upon the Party making the disclosure (including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information).

7.4. The Parties must not use data or information exchanged under this MoU for commercial purposes without the prior written agreement of the supplying Party.

8. Term and Termination

8.1. This MoU commences on [*Commencement Date*] and (subject to earlier termination on the terms of this MoU) continues until [insert date] years, which period may be extended by the written agreement of the Parties.

8.2. Either party may terminate this MoU:

- 8.2.1. for any reason by giving 6 months' notice in writing to the other Party;
- 8.2.2. by giving 3 months' notice in writing to the other Party if it reasonably concludes following a review pursuant to clause 9.1 that the Project no longer represents a valuable use of resources in the pursuit of its objectives;
- 8.2.3. forthwith by giving notice in writing in the event of material breach by the other not remedied within 30 days of written notice from the terminating Party; or
- 8.2.4. forthwith by either Party giving written notice to the other Party if events, circumstances or clauses beyond its reasonable control (and arising without its fault or negligence) result in it being unable to comply with its obligations under this MoU.

9. Review and audit

- 9.1 This MoU will be reviewed annually and whenever substantial changes occur to the policies, external relationships or structures of the Parties.

9.2 Any changes to this MoU will only be effective if set out in writing and signed by both Parties.

9.3 Each Party must:

9.3.1 keep and maintain for 6 years after termination of this MoU full and accurate records of the Project and all sums received from the other Party; and

9.3.2 on request give the other Party or their representatives such access to those records as may be requested in connection with the MoU or as otherwise required in connection with audit requirements (including, without limitation, audit by the National Audit Office).

10. Miscellaneous

10.1. This MoU does not:

10.1.1. Confer any rights on any third party;

10.1.2. Limit, supersede or otherwise affect any party's normal operations in carrying out its statutory, regulatory or other duties;

10.1.3. Limit or restrict any Party from participating in similar activities or arrangements with other entities

10.2. Except as otherwise expressly provided, this MoU constitutes the entire agreement between the Parties with respect to its subject matter and this MoU supersedes all prior agreements, communications and representations, whether oral or written, concerning its subject matter.

10.3. Nothing in this MoU:

10.3.1. creates or is intended to create a partnership or joint venture between the Parties;

10.3.2. constitutes one party as the agent of another Party or the employees, contractors or consultants of one Party as those of another Party;

10.3.3. gives either Party authority to enter into any contract, warranty or representation as to any matter on behalf of the other Party; or

10.3.4. causes one Party to be bound by the acts or conduct of the other Party.

SIGNATORIES

The duly authorised representatives of the Parties affix their signatures below.

Signed for and on behalf of [Body A]

Signature:

Name:

Position:

Date:

Signed for and on behalf of [Defra]

Signature:

Name:

Position:

Date:

CONTACT POINTS

Body A

Name:

Office Address:

Tel No:

E-mail Address:

Defra

Name:

Office Address:

Tel No:

E-mail Address:

This document is no longer current
and has been archived.

Project Overview
[INSERT DETAILS]

This document is no longer current
and has been archived.

The Key Objectives
[INSERT DETAILS]