



# Memorandum of Understanding

Between:

**Radioactive Waste Management Limited**

Registered office: Building 329 West, Thomson Avenue, Harwell Campus, OX11 0GD

**British Geological Survey**, a component institute of UK Research and Innovation

Principal office: Polaris House, North Star Avenue, Swindon SN2 1EU

Administrative office: Environmental Science Centre, Keyworth, Nottingham NG12 5GG

Each a Party, together Parties.

*27 May 2020*

**Radioactive Waste Management Limited** (“RWM”) is the delivery organisation for a geological disposal facility (GDF) for the permanent disposal of radioactive waste and the provision of solutions for the management of radioactive waste in the UK. The GDF programme will grow to become one of the UK’s largest ever environmental projects. The siting of a geological disposal facility for the UK’s higher activity waste is a public consent-led process and RWM is committed to engaging national and local governments, communities and wider stakeholders to identify a suitable site with a willing community. RWM is a wholly-owned subsidiary of the Nuclear Decommissioning Authority (NDA), which is a Non-Departmental Public Body of the Department for Business, Energy and Industrial Strategy (BEIS). RWM will grow to become one of the principal investors in the subsurface in the UK in a programme scheduled to last more than 100 years. For example, the site characterization process that will lead to RWM’s recommendation to government of a preferred site for a geological disposal facility is likely to develop the most detailed site descriptive models of the subsurface on the UK continental shelf.

**British Geological Survey** (“BGS”) is a leading global geological survey, working with partners, new technology, data and process understanding, delivering world-leading research in applied geoscience, sensing, understanding and predicting the Earth’s behaviour for the benefit of society and the environment. BGS is a public sector research institute of UK Research and Innovation, a non-departmental government body set up by statute, the UK’s national geoscience agency and the custodian of its geoscience archive.

## **Purpose and Objectives of this Memorandum of Understanding (“MoU”)**

The Parties intend to work together at strategic, technical and operational levels, in an open and transparent way, informed by rigorous science, to progress delivery of the UK GDF.

In order to do so, the Parties intend to co-operate and communicate at all levels. As the UK’s national geoscientific body, BGS will work closely with RWM to fulfil a key role in the future selection and sub-surface characterisation of a site for the UK GDF.

The main objective of this MoU is therefore to establish a way of working between RWM and BGS that enables the high-quality, objective and efficient delivery of geoscientific expertise, aimed to ensure delivery of the UK GDF. The appropriate approach shall enable and support world-leading UK applied research in environmental geosciences and more broadly, particularly where it contributes to overcoming the challenges of delivering a GDF for UK higher activity radioactive wastes.

This MoU describes the principles and areas of mutual interest where the Parties intend to collaborate.

### **1. Protecting the environment**

The Parties intend to work together in the following areas:

- *Strategic Planning*: share and input into the development and implementation of each Party’s plans, programmes of work, and projects with the aim of supporting improved environmental outcomes, optimising use of resources and maximizing the efficiency of delivery of programmes and projects.

- *Site Selection and Characterisation*: BGS shall provide geoscientific expertise to support RWM in identifying and evaluating suitable sites for the safe disposal of higher activity radioactive waste.
- *Awareness Raising and Stakeholder Engagement*: engage with interested communities on geoscientific aspects of the UK sub-surface and indeed the understanding of ‘the subsurface’ in general.
- *Bespoke Research*: undertake bespoke research on the processes, and physical and chemical characteristics, of the sub-surface in order to provide objective and impartial scientific data and information.
- *Partnership Projects*: seek opportunities to work together to optimise resource use, and support better evidence-informed decision making.
- *Innovation, Research and Development*: share good practice and data for research, including technological horizon-scanning identifying new technologies with the potential to have a significant impact on the Parties’ respective missions, and consider collaborative research and partnership opportunities.
- *Training*: seek training opportunities across all areas of the MoU to support professional development, improved capability and better ways of working.
- *Communication and Engagement*: communicate the purpose and aims of this MoU internally and externally as agreed, maintain and improve liaison between both Parties to ensure timely provision of support, identification of collaboration opportunities and effective delivery of core business.
- *Information Exchange*: exchange of data; development of joint products; ensuring access to information and knowledge is as simple and cost effective as possible, Including provision of information from UK National Geological Archives/database, to provide up to date information necessary to support the GDF programme in line with BGS’s obligations for independence and professional impartiality.
- *National Subsurface Strategy*: ensure BGS is fully informed of the technical case for deep geological disposal such that it is fully equipped with the information it would need were it to be asked by government to mediate if competing uses of the subsurface arise.

## 2. Finance

Nothing in this MoU shall imply an obligation on either Party to undertake or incur any expenditure or cost in relation to the subject matter of this MoU and any matters of costs or expenses of any collaborative project shall be subject to separate agreements between the Parties.

Unless otherwise agreed in writing, each Party shall be responsible for its own costs of entering into and performing this MoU.

## 3. Media and Public Relations

The Parties shall develop a set of principles to guide each party in the communication of the MoU and programmes of work carried out in accordance with this MoU.

Each Party will give each other sight of external communications for activities covered by this MoU in a timely manner, allowing opportunity for meaningful discussion and consensus-building before issue.

#### **4. Confidentiality**

This Section is legally binding.

For the purpose of this MoU, “Confidential Information” shall mean all information of a commercially sensitive nature including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, data, techniques and know-how, including any information which one would reasonably consider to be confidential, which are disclosed by one Party to the other for use in or in connection with this MoU.

The Parties shall keep all information (“Confidential Information”) acquired from or disclosed by the other as a result of this MoU or its procedures confidential, subject to situations where:

- either party is obliged by law, by any governmental or other regulatory authority, or by a court or other third party authority of competent jurisdiction to disclose that information;
- that information is or becomes generally available to the public other than as a result of its disclosure by a recipient of that information in breach of this Section 4;
- that information was available to a recipient of that information on a non-confidential basis prior to such disclosure, or
- either Party considers, acting reasonably, that it needs to disclose that information in the exercise of its functions. In such cases the Party intending to disclose the information (“Receiving Party”) will provide the party disclosing the information (“Disclosing Party”) with reasonable notice of the intention to disclose the information, the reasons for the release and allow the Disclosing Party a reasonable opportunity to raise any objections or make any submissions they may wish to make and/or put in place any protective measures where so required. In such cases, the obligation to keep such information confidential shall not apply.

Any information disclosed orally that is identified by the Disclosing Party as Confidential Information shall be treated the same as if it had been provided to the Receiving Party in writing.

The Receiving Party shall not, during a period of seven (7) years after the termination or expiry of this MoU, use any such Confidential Information for any purpose other than the carrying out of its obligations under this MoU or other than in accordance with the terms of this MoU.

Both parties shall take reasonable steps to comply with the provisions of this Section and shall also take reasonable steps to see that their employees, agents, contractors and sub-contractors comply.

#### **5. Impartiality**

Nothing in this MoU shall imply an obligation on either party to determine the outcome of any collaborative research or research commissioned by RWM from BGS.

As a public sector research institute of UK Research and Innovation, the UK's main agency for funding and delivering independent environmental research, BGS provides expert services and impartial advice in all areas of geoscience. As a public sector organisation BGS

is responsible for advising the UK government on all aspects of geoscience as well as providing impartial geological advice to industry, academia and the public.

All research BGS undertakes is scientifically independent and is subject to peer-review. One of the guiding principles for our scientific research is the Haldane Principle. The Haldane principle means that decisions on individual research proposals are best taken by researchers themselves through peer review and not by government ministers. This involves evaluating the quality, excellence and likely impact of all proposed science and research projects and programmes. Supporting this principle is vital for the protection of our academic independence and excellence and for the benefit of all in the UK.

BGS operate to the highest professional standards; emphasise impartiality, confidentiality, reliability and promptness, and value for money.

BGS, as part of NERC, and RWM are committed to meeting their respective obligations under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations (EIR) 2004.

## **6. Intellectual Property**

This Section is legally binding

Nothing in this MoU shall affect the ownership of any pre-existing Intellectual Property rights vested in either Party at the time of signature of this MoU or which is independently generated by either Party outside of the scope of this MoU ("Background IPR").

The Parties shall take all steps necessary to protect any Background IPR which belongs to the other parties and shall not do anything which may impact or infringe any such Background IPR.

Third party data ownership interests, aspects of commercial sensitivity, societal concerns and confidentiality will be paid due regard and wherever possible protected by the Parties.

The ownership of any Intellectual Property Rights arising out of any collaboration/projects that the Parties choose to agree to undertake will be dealt with under separate, binding agreements.

## **7. Legal effects of the Memorandum of Understanding**

Both Parties recognise that apart from Section 4 and Section 6 of this MoU, this MoU is not legally binding.

## **8. Obligations of the Parties**

This MoU will not affect the statutory duties, regulatory responsibilities or the legal rights, responsibilities and obligations of either Party and does not affect any existing agreement or contract between RWM and BGS.

Nothing within this MOU mandates any action or cooperation between the Parties or their Groups unless such cooperation or action is mutually agreed to by both Parties.

As public bodies each Party is a “contracting authority” and is subject to public law requirements, including the public procurement regime applicable in the UK (enacted in the UK through the Public Contracts Regulations 2015) as well as general regulation applicable to all undertakings, such as the rules regulating commercial behaviours, including the competition rules (enacted in the UK through the Competition Act 1998). Therefore, the Parties must be mindful of their obligations under the relevant laws applying to them and conduct themselves in compliance with those requirements. This includes any co-operation and joint working conducted in accordance with this MOU.

The Parties must also be mindful that any engagements do not inadvertently cause future competitions or procurements that they or any affiliated organisation may run to be compromised.

## **9. Implementation**

The Parties agree in good faith to deliver against the agreed work areas and activities of this MoU subject at all times, to their other duties and constraints, and the corporate framework within which they operate.

This MoU is owned by the Chief Executive of BGS and the Chief Executive of RWM, whose representatives will agree priority areas of interest and associated activities.

Nothing in this MOU 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 agreement, contract or understanding with a third party.

## **10. Term**

This MoU shall commence on the date of full signature by both Parties and shall continue for a period of five years unless terminated before that date.

This MoU may be terminated by either Party giving six months written notice to the other Party.

Any termination of this MOU shall not affect the operation of any other contract or agreement between the Parties which shall only be terminated in accordance with the termination provisions in such contract or agreement.

for the **British Geological Survey**

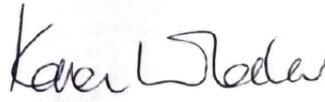
for **Radioactive Waste Management Ltd.**



*Karen Hanghøj*

*Chief Executive*

Date *27.05.2020* .....



*Karen Wheeler*

*Chief Executive*

Date...*02.06.2020* .....