



# Memorandum of Understanding

*A “Research Partnership for the Future”.*

Between:

**British Geological Survey**, a component research institute of NERC/UKRI

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

Administrative office: British Geological Survey, Keyworth, Nottinghamshire, NG12 5GG

**The Trustees of the Natural History Museum**

Principal office: Cromwell Road, London SW7 5BD

Each a Party, together Parties.

*20<sup>th</sup> January 2022*

**The Trustees of the Natural History Museum** (“NHM”) is a Non-Departmental Public Body sponsored by the Department of Digital, Culture, Media and Sport (DCMS). Welcoming more than 5 million public visitors a year the NHM is also home to 300 science staff and over 80 million natural history specimens, the basis for three centuries of scientific investigation and collaboration. NHM is a leading research institution with a strong earth sciences department working on interdisciplinary science focused on our collections of meteorites, rocks, fossils, minerals, and ores. The NHM has a strong programme of digitisation of collections, developing a data portal for open access to the data it holds about the natural world.

**British Geological Survey** (“BGS”) The British Geological Survey is a world-leading geological survey and global geoscience organisation, focused on public-good science for government and research to understand earth and environmental processes. BGS

is the UK's premier provider of objective and authoritative geoscientific data, information and knowledge to help society to use its natural resources responsibly, manage environmental change and be resilient to environmental hazards. BGS is a public sector research institute of Natural Environment Research Centre/UK Research and Innovation.

## **Context and History**

A shared history has existed between both Parties since 1881 when the Geological Survey Museum donated much of its overseas fossil collection to the then newly established British Museum (Natural History). In 1935 the Geological Survey and Museum moved to South Kensington from Jermyn Street, in London. Over fifty years later in 1985 the BGS headquarters were established at Keyworth, Nottinghamshire, and in 1986 the Museum absorbed the adjacent Geological Museum of BGS and its collection of more than 30,000 minerals. Collaboration between both Parties, in specific areas, has continued since then, whilst BGS has retained a small London footprint within the South Kensington NHM buildings.

Recent specific areas of work together include the major development of a joint store (ST1) for naturally-occurring radioactive materials (NORMA), which was co-funded by the two institutions and opened in June 2018, and continues as a joint collaborative facility today based at BGS in Keyworth.

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

The Parties acknowledge the benefits of developing a MoU which reflects the partnership and collaborations, defining each Parties role today and for the future. This MoU will focus on particularly articulating a “*Research Partnership for the Future*”, reflecting the shared history and clearly describing a shared roadmap of how the two Parties will work collaboratively and re-define BGS at the NHM.

The Parties intend to work together strategically and collaborate on areas of shared interest; including, **but not limited to:** research, collections, infrastructure, and provision of space / facilities (both at NHM and BGS designated offices and sites), data and digital resources, higher education and training, public engagement and outreach activities.

The main objectives of this MoU are to establish a framework for collaborative research partnerships and a renewed provision of space between both Parties. This overarching MoU acknowledges that further detailed arrangement, agreements and licenses will be developed in all areas, connected to, but separate, to this MoU. This MoU describes the principles and areas of mutual interest where the Parties intend to collaborate in the future.

## **Scope of collaboration**

The Parties intend to work together in the following areas:

- **Research:** review current joint opportunities and look to develop new opportunities Also to seek new opportunities for research in other mutually beneficial areas of geoscience.

- **Collections:** review opportunities around our geological collections, including but not limited to their storage, conservation, use and access as well as future development, documentation systems, unlocking their value including digitisation and common standards. Build on the successful joint approach to naturally occurring radioactive material now hosted in a purpose-built store at BGS in Keyworth and work described through previous MoU's.
- **Data and digital resources:** review opportunities to collaborate on digitisation, development of data portals and their interoperability, particularly in a UK sphere but also through international initiatives.
- **Provision of space and infrastructure:** investigate developing joint approaches to collections and research infrastructure, particularly analytical laboratories. One focus would be to explore the plans for the NHM@Harwell programme and opportunities stimulated by that move. The other focus will be to agree on the provision of space at NHM South Kensington for BGS and develop an occupancy agreement.
- **Public engagement and citizen science:** work proactively on reviewing opportunities around the links between both Parties and explore further appropriate collaborations around engagement activities, both in digital and physical formats. Work on shared research projects, supporting UK wide policy makers to make evidence led decisions, through timely and accessible research, e.g. public dialogue projects etc.
- **Higher education and training:** explore opportunities to jointly collaborate with universities through Centres for Doctoral Training, etc, and also investigate other joint training opportunities (Continuous Professional Development etc.)

## 1. Finance

Nothing in this overarching MoU, "Research Partnership for the Future", 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. However, detailed agreements in separate contracts or agreements connected to this MOU, may have individual financial agreements detailed.

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

## 2. 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 (and relevant internal communications too) for collaboration covered by this MoU in a timely manner, allowing opportunity for meaningful discussion and consensus-building before release and publication, both internally and externally.

### **3. 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 subcontractors comply.

The Parties are committed to meeting their respective obligations under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations (EIR) 2004.

#### **4. 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 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.

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

Both Parties recognise that apart from Section 3, Section 4 and Section 5 of this MoU, this MoU is not legally binding.

#### **6. 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 NHM 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) and their obligations as regards the provisions of the Data Protection Act 2018. 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.

## 7. 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. The Parties commit to agreeing the “Provision of Space” objective within 6 months of the signing of this MoU. All other agreements and contracts will be generated collectively and in line with both Parties organisational objectives, focusing on mutually beneficial research partnerships and activities. Both Parties agree to hold an annual meeting to review the MoU and reflect on progress and agree next steps.

This MoU is owned by the Director of BGS, on behalf of the BGS Board and NERC/UKRI, and the Director of NHM, 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.

## 8. 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**

*Dr Karen Hanghøj*

*Director*

Date.....

for **The Natural History Museum**

*Dr Doug Gurr*

*Director*

Date.....