

Memorandum of Understanding (MOU) between SNIFFER (Scotland & Northern Ireland Forum for Environmental Research) and the Scottish Environment Protection Agency

MOU Ref: WFD21a Intercalibration

1. Introduction

This document sets out the responsibilities of the Scotland and Northern Ireland Forum for Environmental Research (SNIFFER) and the Scottish Environment Protection Agency (SEPA) in respect of a SNIFFER managed Freshwater Intercalibration Project.

2. Contact Details

These points of contact, (or such other point of contact as the respective Party may from to time intimate to the other Party) will represent their organisations on SNIFFER's project technical advisory group.

SNIFFER

Point of contact : Janet Forbes
Address: SNIFFER
First Floor, Greenside House
25 Greenside Place
Edinburgh EH1 3AA
Telephone: (0131) 524 9741
Fax: (0131) 652 3670
Email: janet@sniffer.org.uk

SEPA

Reference:
Point of contact: Roger Owen
Address: Head of Ecology
Scottish Environment Protection Agency
Inverdee House
Baxter Street
Torry
Aberdeen
Scotland AB11 9QA
Telephone: +44 (0)1224 266600
Email: roger.owen@SEPA.org.uk

3. Purpose, Objectives and Intended Timescale

The draft specification of the project is found in Appendix A. The project will be procured in the first half of 2011. The project will deliver during 2011, subject to the terms of clause 11 hereof.

4. Contractual Arrangements

SNIFFER will co-ordinate the finalisation of the research specification and will invite tenders for contracts. The contractor will be selected by the technical advisory group with input from SEPA. The contracts will be awarded using SNIFFER's standard terms and conditions provided in Appendix A.

Without prejudice to the foregoing, SNIFFER shall comply in full with all laws applicable to public bodies and relating to data security, procurement and personal data and, accordingly, shall comply with the mandatory requirements of the Security Policy Framework issued from time to time by HM Government, including the Baseline Personnel Standard.

Both Parties acknowledge that they have notified the Information Commissioner in respect of any personal data to be transferred in terms hereof and that they have the legal powers to effect such transfers. They also confirm that all data subjects are notified of the uses of personal data to which this Agreement relates and of the data controller of said personal data.

Each Party will co-operate with the other in respect of any information or enquiry made under or relating to the Data Protection Act, 1998, the Freedom of Information (Scotland) Act, 2002 and/or the Environmental Information (Scotland) Regulations, 2004 including any personal data subject access request and/or any information request.

SNIFFER shall take any contractor appointed herein similarly bound.

5. Funding Arrangements

Contribution towards Freshwater Intercalibration

£ (inclusive of VAT¹)

£10000

6. Invoicing and Payment

All outputs will be reviewed and approved by all the technical advisory group members before SNIFFER will authorise any payment to the contractor. SNIFFER will ensure, to the best of its ability, that the project will run according to plan and will make payment to the contractor only on the basis of receipt of satisfactory deliverables.

SNIFFER will invoice SEPA for its contribution as follows:

Date	Project	£ (incl. VAT)
January 2010	Contribution towards Freshwater Intercalibration	£10000

The invoice should be made for the attention of Roger Owen.

7. Intellectual Property Rights (IPR)

¹ VAT at the prevailing rate (currently 20%) will be added to all stated amounts listed above, unless this agreement specifically indicates that the agreed amount is inclusive of VAT.

IPR in Foreground Information (as defined in SNIFFER's standard terms and conditions in Appendix B) shall be owned jointly by SNIFFER and all funding collaborators in equal but undivided shares.

SNIFFER and the SEPA agree that:-

- SNIFFER will be entitled to freely use, exploit, licence, sub-licence and publish, present and communicate publicly any and all Foreground Information; and
- SEPA will be entitled to publish, present, or communicate publicly any Foreground Information for non-commercial purposes only but will not otherwise use or exploit the Foreground Information without SNIFFER's prior agreement in writing.

In the event that IPR in any Foreground Information is assigned by the parties, net proceeds will be split between the funding parties in equal share.

In the event of any infringement of or attack upon IPR in any Foreground Information SNIFFER and SEPA will consult to agree on the appropriate course of action. If the parties fail to agree then either party who wishes to prosecute or defend (as the case may be) will be entitled to do so at its own cost but will have the right to recover such cost from any damages awarded or money recovered in any settlement reached.

IPR in Background Information (as defined in SNIFFER's standard terms and conditions in Appendix B) will remain the property of the party introducing it. SEPA grants SNIFFER a royalty free non-exclusive licence to use its Background Information for the purposes of the Project (with the right to sub-licence to the contractor) and thereafter an ongoing licence to use to the extent only that such IPR may directly or indirectly limit SNIFFER's freedom to use, exploit, publish, present or communicate the Foreground Information.

8. Project Management

A project manager from SEPA will act as the technical lead for the project on behalf of SNIFFER. SNIFFER will provide the project coordination for the project. Representatives from other agreed organisations will be invited to represent their organisation on SNIFFER's technical advisory group.

9. Reporting Arrangements

All SNIFFER reports are available in the public domain and published on the SNIFFER website. SEPA will receive one electronic copy of all draft reports and one hard copy and one electronic copy of all final reports.

10. Confidentiality

SNIFFER and SEPA will keep the terms of this document, and any related documentation and related financial information, confidential; that is that they will not disclose any of said documentation to any other Party without the consent of the other Party and they will ensure that said documentation is retained at a security level consistent with documents marked "Protect – Management in Confidence" as per the SEPA document "Protecting Our Environment", as same

may be altered from time to time, which said document is referred to for its terms and is deemed to be incorporated herein *pro brevitatis causa*. and will take all necessary action to ensure that all persons associated with this document and the Project, whether employees, agents or consultants or otherwise, keep the terms of this document, any related documentation, and related financial information, confidential unless such information:

- is in the public domain at the time of disclosure; or
- is required to be disclosed by law.

11. Early Termination of Agreement

Without prejudice to any other provision herein, either Party may require there to be an early termination of this Agreement in the event that the other Party is in material breach of this Agreement and has refused or delayed to rectify fully all breaches within such time as the Party not in breach shall permit. A material breach has occurred when a Party has failed or delayed to comply fully with more than one of its obligations herein. In the event of such termination occurring the Party not in breach shall be entitled, without prejudice to any other rights it may have, to require full repayment of all monies not otherwise expended in terms hereof.

Subject to the foregoing, this Agreement may only be terminated early by Agreement.

12. Dispute procedures

The Parties agree that in the event of any dispute or disagreement between them they shall refer the matter to their respective chief executives (whosoever termed) who shall either meet or shall delegate officers to do so and such meeting shall take place within 14 days of the date of such dispute or disagreement being intimated, or as soon as reasonably practicable, with a view to matters being resolved between the Parties.

13. Status of this Document

This document is not, and is not intended to be, legally binding. It acknowledges the goodwill between the collaborators and relies upon a spirit of co-operation for its implementation by treating the terms as if legally binding.

Nothing in this Agreement shall prejudice, conflict with or affect the exercise by any of the Parties of any of its functions, duties, powers, rights, jurisdictions and obligations conferred, arising or imposed or the exercise of any discretion under any legislative provision, enactment, byelaw or regulation whatsoever.

There shall be two principal and signed versions of this Agreement, one being held by each Party and each having the same force and effect.

Ruth Wolstenholme
.....
Signed on behalf of SNIFFER
Name: Ruth Wolstenholme
Position: Managing Director

Date: *21/2/11*.....

Roger Owen
.....
Signed on behalf of the SEPA
Name: Roger Owen
Position:

Date: *23/2/11*.....

Appendix A: Project Specification

Intercalibration of UK Phytobenthos Method in the EU

2011 project plan

Rivers

Activity	Comment
1. Co-ordination	General co-ordination of activities, plus attendance at least at one phytobenthos group meeting, one Rivers SG meeting and one ECOSTAT meeting.
2. Applying new comparability criteria	Work with Cathy Bennett (SEPA) to achieve a retrospective view of how phase 1 results fit phase 2 guidelines. Note: IF there is a discrepancy, then phase 1 IC will need to be re-opened, with a need for substantial extra effort. This budget assumes that this will not happen.
3. New and refined methods	Coordinate technical intercalibration of at least six Member States planning to submit new or revised methods: PL, CZ, IT, NO, FR and UK. The outcome of reference screening means that two other MS (LU and BE-WA) may need to revisit phase 1 results.
4. Consideration of combined BQE	In consultation with ECOSTAT and CBGIG to organize and co-lead a workshop on the potential for combining phytobenthos and macrophyte quality element components.

Lakes

Phase 1 of this work is now complete. A preliminary intercalibration was performed for all participating MS and raw data were assembled into an Access database.

Tasks are:

1. Link the Access database to the CB-GIG macrophyte database; add extra environmental data (not all phytobenthos sites are necessarily macrophyte sites too, and we also have some MS from other GIGs)
2. Check typology (phase 1 results suggested the simple LA/MA/HA typology will be workable but there are a couple of possible "outliers" (e.g. MA lakes in FI) that need to be dealt with.
3. Perform full intercalibration, using new comparability criteria.

Timeline:

	J	F	M	A	M	J	J	A	S	O	N	D
Rivers												
Co-ordination	x	x	x	x	x	x	x	x	x	x	x	x
Applying new comparability criteria		x	X									
Consideration of combined BQE					x	x	X					
New and refined methods				x	x	x	X	x	x	x	x	
Large rivers				x	x	x						
Lakes												
Co-ordination	x	x	x	x	x	x	x	x	x	x	x	X
Complete database		x	X									
Full intercalibration				x	x	x						