

MEMORANDUM OF UNDERSTANDING: Strategic Partnership Agreement

This Memorandum of Understanding (MoU) dated XX is made between:

Marks and Spencer Group plc
Of
Waterside House, 35 North Wharf Road, London, W2 1NW (hereafter “M&S”)

and

Natural Environment Research Council
Of
Polaris House, North Star Avenue, Swindon SN2 1EU (hereafter “NERC”).

1. Purpose

The purpose of this MoU is to outline how M&S and NERC will work together to maximise the benefits from our mutual interests in translating areas of existing science into business practice, as well as identifying strategic research agendas and postgraduate training.

- This MoU is not legally binding, except as specifically set out below.
- This MoU can be amended only in writing and subject to agreement by both M&S and NERC.

2. Scope

The scope of this MoU covers the science and innovation of mutual interest to NERC and M&S and the associated strategies and business needs.

3. Expectations and Benefits

Under the terms of this memorandum of understanding NERC and M&S seek, within the scope of this agreement, to:

- Create mutual understanding of the strategy and business needs of both organisations to enable broader understanding for M&S of the benefits and opportunities of working with NERC and assist NERC’s understanding of the benefits and opportunities of working with M&S;
- Identify synergies between M&S and NERC-funded research, facilities and training activities where they relate to M&S business strategies;
- Create opportunities for future joint or allied funding of activities and projects which translate science into innovative tools or solutions for use by M&S;
- Influence NERC research and postgraduate training investments by articulating M&S’ long-term research, translation and training needs with NERC, and encouraging a culture change in the NERC research community to address M&S (and other stakeholders) needs;
- Identify and measure the impact arising from M&S’ collaboration with UK universities

and Research Centres enabled through partnership with NERC;

- Support the pre-competitive research, translation of research, and postgraduate training activities in priority areas that align with NERC and M&S' strategies, working with other organisations where appropriate; and
- Act mutually as advocates for environmental research, the Research Councils, and each other, when interacting with decision-makers and other stakeholders.

4. The Working Relationship

Specific activities developed through this working relationship will be detailed in Annex C that will be appended to this MoU as and when M&S and NERC agree to initiate joint activities. The implementation, management and control mechanisms for each activity will be defined in Annex C. This will include the scope of the activity, the type of activity, joint financial and resourcing arrangements, timescales, management, impact plan, peer review procedures, monitoring and evaluation processes.

Activities may include, but are not limited to:

- sharing and development of relevant strategies,
- mapping connections and priorities,
- signposting to academic research and expertise through analysis of the existing NERC portfolio and identification of leading groups in areas of interest to M&S,
- events such as workshops/networking meetings/problem clinics to explore the research base in areas of interest to M&S,
- people exchange,
- research syntheses to provide the science evidence for M&S decision-makers,
- funding for collaborative projects to translate NERC science into practice,
- identification of opportunities for mutual use of facilities,
- evaluating the benefit of collaboration, and
- introductions to third parties that can assist in defining and scoping areas of interest to M&S.

5. Management of the Partnership

The partnership will be managed through a Steering Board which will meet twice per annum. Membership of the Steering Board will, currently, consist of Carmel McQuaid (Head of Sustainable Business at M&S), Sophie Laurie (Associate Director of Innovation and Translation at NERC), and Jodie Mitchell (Knowledge and Innovation Manager at NERC), with a small number of additional representatives, selected as appropriate, to cover emerging areas of interest. The Steering Board will review the collaborative activities in Annex C and agree new activities based on the alignment of strategy and objectives, levels of engagement and commitment between the Parties, communications, forthcoming opportunities.

6. Intellectual Property and Data

As part of any collaboration, intellectual property will be handled on a case-by-case basis, with the following basic governing principles:

- Background IP will remain the property of the organisation which owns it, though licensing arrangements may be entered into as part of any project or programme;

- The ownership of Foreground IP within the context of NERC's standard terms and conditions rests with the funded organisation whether this is a university or a Research Centre (in the case of NERC's wholly owned Research Centres, the IP ownership resides with NERC). This ownership model may be varied to take into account the contribution of M&S to the project or programme;
- Licence conditions for foreground IP would be anticipated to allow the research organisation and M&S to develop opportunities arising from its development.

Environmental data, models and tools represent a significant component of the exploitation of environmental science. Whilst NERC retains an open data policy (<http://data.nerc.ac.uk>) enabling free access to all data generated as part of its funding, there are instances where data products are generated, where significant added value may have been invested in developing the initial data, or where proprietary models are used or data belonging to other providers is incorporated into a product or service. In these, or related instances, licence agreements will be developed with the aim of minimising the costs or complications arising.

7. Freedom of Information and Environmental Information Regulations

This paragraph is legally binding. NERC is subject to the requirements of the Freedom of Information Act 2000 and the provisions of the Environmental Information Regulations 2004. The obligations of NERC under the Act and Regulations and how they apply to this MoU are set out in Annex A.

8. Brand Protection

This paragraph is legally binding. NERC require that any Memoranda of Understanding should protect the NERC brand and its use. Accordingly, the attached Annex B shall apply to this MoU.

9. Commencement, duration and termination

The effective commencement date of this working relationship will be the date of the signing of this MoU and the working relationship shall remain in force for a period of 36 months from the commencement date.

The working relationship can be terminated at any time by any Party following a consultation period of 30 (thirty) calendar days or such period as agreed otherwise between the parties and thereafter giving 30 (thirty) calendar days written notice of termination to the other Party. In such circumstances, NERC will prepare an up to date statement of account if applicable. If applicable, and in accordance with this statement of account, the terminating Party will honour its share of committed expenditure. NERC will repay to M&S any unused M&S funds.

The working relationship will not be automatically renewed and will be reviewed before the end date with a view to assessing delivery against the objectives set out in this MoU and whether a renewed working relationship aligns with the strategies and objectives of the Parties.

10. Points of contact

NERC:

Polaris House
North Star Avenue
Swindon SN2 1EU

Attention	Jodie Mitchell
Telephone	01793 418004
Email	jodark@nerc.ac.uk

M&S:

Waterside House
35 North Wharf Road
London
W2 1NW

Attention	Carmel McQuaid
Telephone	020 7935 4422
Email	Carmel.Mcquaid@marks-and-spencer.com

11. Signatures

Signed for and on behalf of M&S by:

Name

Title

Date _____

Signed for and on behalf of NERC by:

Name Professor Duncan Wingham

Title Chief Executive

Date _____

ANNEX A

THE NATURAL ENVIRONMENT RESEARCH COUNCIL



Openness and Transparency:

FREEDOM OF INFORMATION

As a UK Public Authority the Natural Environment Research Council is obligated to comply with the requirements of the Freedom of Information Act (FOIA) 2000 (Schedule 1: Public Authorities: Part VI: Other Public Bodies and Offices: General), and the provisions of the Environmental Information Regulations (2004)* which requires them to make available, on request, environmental information held and not necessarily published in the normal course of its public responsibilities.

The FOIA gives individuals the right to seek information from a public authority and where held to have that information made available to them. The Authority has the right, under certain circumstances, to withhold information through the application of exemptions laid out in the Act and in line with guidance provided by the Information Commissioners Office (ICO).

On receipt of a request for information NERC will ascertain whether that information is held, identify any sensitivity associated with the information and whether any exemptions might be applicable to the information or justify a request refusal. In the application of certain exemptions NERC is obliged to undertake a Public Interest Test prior to making a final decision on its response to the request.

Compliance with the Act requires NERC to respond as quickly as possible, but no later than 20 working days, from receipt of the request.

A requester may challenge the information provided or the exemptions applied by requesting an internal review and appeal to the ICO if they are not satisfied by the outcome of the internal review. After consideration the ICO will issue a Decision Notice to which NERC would be obliged to comply.

This Agreement:

In the event that NERC receives an FOI or EIR request that relates to this agreement NERC will:

- i) Notify the signatory to this agreement of the request as soon as practicable after receipt of the request;

- ii) Work in conjunction with the signatory to identify information held relevant to the request;
- iii) Work in conjunction with the signatory to agree any sensitivity associated with the information requested;
- iv) Advise the signatory of any exemptions applied to the response to the request;
- v) Notify the signatory of any subsequent appeal to the response.

Signatories to the agreement will:

- vi) Co-operate with NERC over the consideration of the request;
- vii) Make available information when requested;
- viii) Ensure that NERC is able to meet its response time obligations.

*Compliance with the Environmental Information Regulations also refers to the Code of Practice on the discharge of the obligations of public authorities under the Environmental Information Regulations 2004 (SI 2004 No. 3391). Issued under Regulation 16 of the Regulations, February 2005.

Other Information Access Regimes:

In the event that the request covers more than one information access regime (EIR/FOIA or Data Protection Act) the parties to the Agreement will discuss and agree an appropriate approach to the handling the request.

ANNEX B

THE NATURAL ENVIRONMENT RESEARCH COUNCIL




Brand Protection

1. Definitions

"Trade Marks" means the trade marks (whether unregistered or the Registered Marks) of NERC;

"Registered Marks" means the following Trade Marks:

Territory	Trade Marks	Registration number	Class	Date of filing	Status
EU	NERC	EU012313193	9, 16, 41,42	14/11/2013	Application Published
EU		EU012313573	9, 16, 41,42	14/11/2013	Application Published

2. Use of the Trademarks

- 2.1 M&S shall not be entitled to use the Trade Marks for any purpose or in any medium or form without the prior written approval of NERC. M&S shall submit any material containing the Trade Marks to be used in relation to the Agreement to the NERC Commercial Contracts Manager for express written approval at least fourteen (14) days prior to any such material being used or published.
- 2.2 M&S shall only use the Trade Marks as directed from time to time by NERC in writing and shall observe any instructions given by NERC (including as to colours and size of representations), and shall not use the Trade Marks in any way which would tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of NERC.
- 2.3 M&S acknowledges that the Trade Marks are the property of NERC and shall indicate that the Trade Marks are the property of NERC by accompanying the use of the Trade Marks with wording and clear marking of the TM sign in the case of unregistered marks and the ® sign in the case of the Registered Marks.

- 2.4 M&S shall not obtain or claim any right; title or interest in or to the Trade Marks except as specifically set out in this Agreement and agrees that the benefit of all such use shall accrue to NERC. If any goodwill or other rights accrue to M&S, M&S shall hold all such goodwill and other rights on trust for NERC and shall execute such assignments of such goodwill and other rights to NERC (or its nominee) as NERC may direct.
- 2.5 M&S shall not adopt or use any trade marks, symbol or device which incorporates or is confusingly similar to, the Trade Marks. M&S shall not at any time, whether during or after termination of this Agreement, apply anywhere in the world to register any trade marks identical to or resembling the Trade Marks.
- 2.6 M&S shall not at any time, whether during or after termination of this Agreement, use the Trade Marks as part of any corporate business or trading name or style of M&S.

ANNEX C

Year 1 Partnership Plan

1. Introduction

This Partnership Plan underpins the agreement signed on 17th December 2015 between the Natural Environment Research Council (NERC) and Marks and Spencer (M&S) to work strategically together.

NERC and M&S have agreed to work together in a long-term relationship to understand specific business strategies, interests and needs more deeply; to accelerate and deliver impact by translating existing science into real-world applications and solutions; and, to contribute to the identification of priorities for new strategic research.

The Partnership Plan guides the investment and commitment of both NERC and M&S on an annual basis. It outlines a planned programme of activity driven by the needs, issues and challenges agreed by the Partnership Steering Board.

The Partnership Plan sets out the activities that will be delivered in the year commencing 2016, the expected timescales for this and any financial or other contribution from both NERC and M&S.

The Steering Board will review the collaborative activities and agree new activities based on the alignment of strategy and objectives, levels of engagement and commitment between the Parties, communications, and forthcoming opportunities.

2. Thematic Areas

Section 2 outlines the thematic areas of mutual interest to NERC and M&S. It is expected that all collaborative activities will draw upon one or more of these thematic areas, which fall under an overarching objective of providing food supply chains with robust decision-support tools.

i) Applying an ecosystem services approach to land use

The ecosystem in which agriculture takes place provides many services in addition to food production, such as water and flood regulation, carbon capture and recreation. There is a need for agriculture and food retail businesses to fully understand their impacts on ecosystem services (benefits and dis-benefits), and to be informed of the best way to measure and quantify those services and manage trade-offs. M&S wish to integrate the principles of an ecosystems approach in order to promote improved decision-making within their supply chains.

ii) Water risk in global food supply chains

Climate change and population growth are expected to put significant pressure on water resources, particularly in sub-Saharan Africa and parts of Asia. Businesses, including M&S, are becoming increasingly concerned about water risks in their operations and supply chains, and are starting to take action to address those risks. Insufficient data on water is limiting

the ability of businesses to take well-informed decisions on appropriate mitigation options once water risk hot-spots have been identified. In order to address this, there is a need to 1) understand the water resource context within which businesses or their supply chains sit through combining data from a range of sources; 2) understand novel techniques using satellite-based remotely sensed data which offer significant potential for filling data gaps; 3) deliver practical tools for businesses and NGOs to design interventions at the field, catchment and policy level.

iii) Satellite data for sustainable aquaculture and fisheries

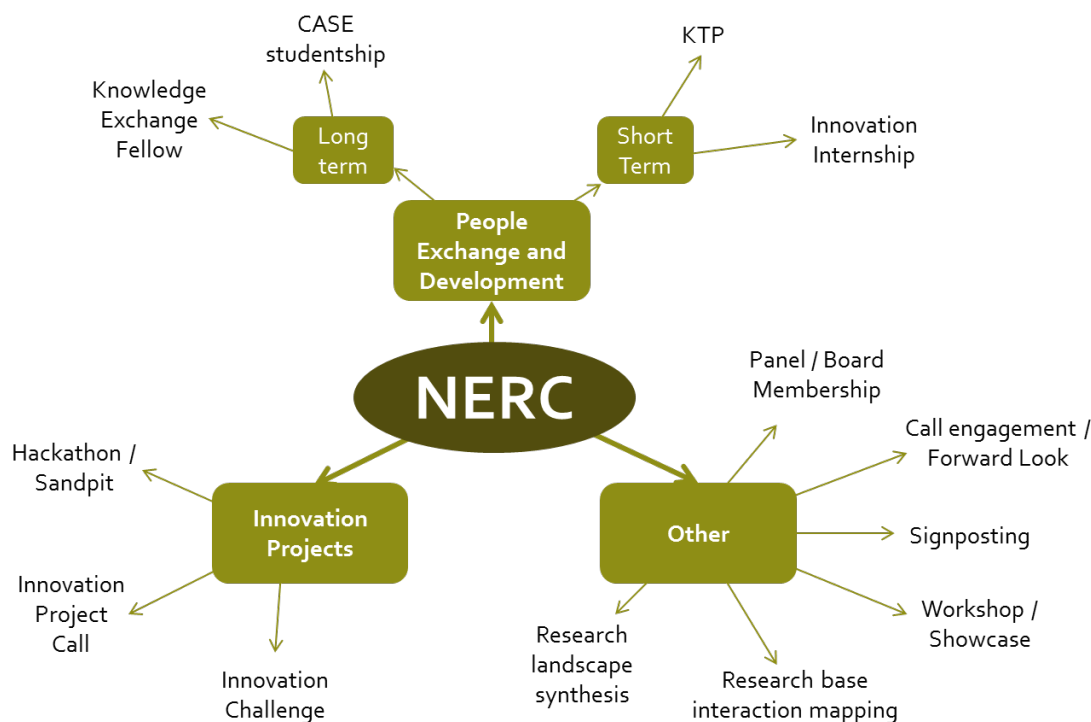
By 2030, 62% of fish eaten by humans is expected to be produced from aquaculture. Sustainable expansion of the industry requires improved understanding of the natural environment and its interactions with fish farms. Earth observation data can provide critical temporal and spatial information of a variety of parameters including: water quality, chlorophyll concentration, presence of harmful algal blooms (HAB), sea surface temperature (SST), ocean fronts. These data could be used to: evaluate whether current activities are most efficiently located from an environmental perspective; identify potential areas for further development of aquaculture, and; identify risks to current activities.

Illegal and unreported (IUU) fishing worldwide accounts for up to 26 million metric tonnes of fish annually, worth up to \$23.5 billion. Fishing in this manner prevents sustainable management of stock levels and can lead to fishery collapse. Live satellite tracking data can monitor fishing vessels, and alert officials to any suspicious movements; thereby protecting marine ecosystems and the livelihoods of fishing communities.

Strategic Partnership Activities

NERC strategic partnerships invest in any form of existing NERC people exchange or innovation mechanism. Using existing mechanisms means that a) resources can be managed efficiently through planned call processes; and, b) mechanisms are recognised by the academic community.

Section 4 describes in detail the activities that will be delivered through the Partnership in the coming year. However, the diagram below shows a broad overview of the types of activities that will be considered for funding under the partnership.



The use of each of the above outlined mechanisms will be guided by the four overarching principles for Strategic Partnerships with NERC:

1. **Strategic:** activities funded will clearly meet strategic interests of both partners
2. **Translation-focused:** primarily, activities will focus on translation of existing research
3. **Impact driven:** partnerships will be focused to deliver on the impact agenda for NERC and allow the partnership to capture impact ‘stories’ from engagement
4. **Openness:** any funding will be allocated to projects through open competition accessible to the whole academic community and not favouring any particular institution.

3. Year 1 activities and outputs

This section describes collaborative activities in detail, including the type of activity, why it has been chosen and how it will be managed, monitored and evaluated.

Innovation Internship: Applying an ecosystems approach to land use	
What	<p>Purpose</p> <ul style="list-style-type: none"> • An innovation internship which will develop a systematic review of NERC-funded research outputs that food retailers such as M&S can draw upon in order to sustainably manage their agricultural land. A consideration of ecosystem services and trade-offs will be central to this project¹. • Develop a synthesis report of the existing Natural Capital Accounting tools applicable to agriculture and food retail sectors. • Develop best practice guidance for businesses on how to integrate Natural Capital Accounting into their reporting.

¹ The Langholm Moor Demonstration Project is a partnership between Buccleuch Estates, Scottish Natural Heritage, Game & Wildlife Conservation Trust, RSPB and Natural England. The Langholm Moor is currently maintained for grouse production and would provide a suitable case study site for this innovation internship.

	<p>Objectives</p> <ul style="list-style-type: none"> • To gain a deeper understanding of sustainable grouse moor management using existing NERC science. • To measure and quantify the ecosystem services provided by grouse moorland, and to identify and manage trade-offs. <p>Outputs/outcomes</p> <ul style="list-style-type: none"> • Provision of information on NERC-funded grants of relevance to M&S and the Langholm Moor Demonstration project. • Provision of best practice guidance on Natural Capital Accounting for the agriculture and food retail sectors.
Why	<ul style="list-style-type: none"> • There is a need for agriculture and retail businesses to understand their impacts on ecosystem services (benefits and dis-benefits), and to be informed of the best way to measure and quantify those services and manage trade-offs. • This activity would build on and apply strategic NERC-funded research, data and expertise including: the Valuing Nature Network, the Biodiversity and Ecosystems Services research programme, Rural Economy and Land Use research programme. • Inform future innovation projects with M&S.
When	<ul style="list-style-type: none"> • Announcement of Opportunity development: from November 2016 • Call live: Winter 2015 • 1 x 6 month internship • Start March 2016 – end August 2016
How	<ul style="list-style-type: none"> • Open competition to NERC community. • Competition will be by Expression of Interest (EOI) and invitation to submit full proposal through JeS. • Duration: EOI live for 6 weeks; applicants submit full proposal; invite to interview (interviewed by Steering Board plus Langholm); award grant.
How much	<ul style="list-style-type: none"> • Internship will be funded financially by NERC from strategic partnership funds (up to £50k). • M&S/ Langholm Moor Demonstration Project will provide an in-kind contribution.
Management	<ul style="list-style-type: none"> • Call development between NERC, M&S and Langholm Moor Demonstration Project partners. • Jodie Mitchell and Mark Oddy to lead.
Monitoring and Evaluation	<ul style="list-style-type: none"> • Ex-post evaluation • Monitoring continuous through duration by Jodie Mitchell and Mark Oddy.

Workshop – Water Risk to Global Food Supply Chains	
What	<p>Purpose and objectives</p> <ul style="list-style-type: none"> • To gain an understanding of the existing research and data that could be effectively combined and used by businesses and NGOs to deliver mitigation strategies for water risk in global supply chains. • To bring together businesses, NGOs and academics to discuss the issue of water risk and how, collectively, it could be managed. • To identify potential future activities, partnerships and collaborations that could address water risk in global supply chains. <p>Output/outcome</p> <ul style="list-style-type: none"> • Workshop report and recommendations of next steps.

Why	<ul style="list-style-type: none"> • Strategic fit to NERC, M&S and WWF interests. • To build on M&S' water risk-mapping work in collaboration with WWF. • Link to RCUK Global Food Security programme and UK Water Partnership work. • To develop future ideas for Strategic Partnership activities, such as an innovation projects call.
When	<ul style="list-style-type: none"> • Workshop development: from November 2015 • Workshop: April 2016
How	<ul style="list-style-type: none"> • One-off event promoted to NERC academics and relevant end-users via usual communication channels.
How much	<ul style="list-style-type: none"> • NERC to fund up to £10k • M&S to provide venue
Management	<ul style="list-style-type: none"> • Jodie Mitchell (NERC), Simon Reid (M&S), Conor Linstead and Dave Tickner (WWF) to develop workshop aims and objectives, agenda, list of invitees, etc.
Monitoring and Evaluation	<ul style="list-style-type: none"> • Ex-post evaluation (internal, informal)

4. Partnership Plan 2015/16

Section 5 provides a timetable for the full duration of activities, including the planning, commissioning and implementation stages. This timetable is intended to aid Parties in the allocation of resources and forecasting expenditure over the course of the year.

Activity	2016											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Innovation Internship												
Innovation Partner Exchange Workshop												
Water Risk Workshop												
Steering Board												

 Preparatory activity
  Activity 'live'