



**MEMORANDUM  
UNDERSTANDING**

**OF**

**BETWEEN**

**South Atlantic Environmental Research Institute (SAERI), UK/Falkland Islands  
AND  
St Helena Research Institute (SHRI), St Helena**

---

This Memorandum of Understanding (hereinafter referred to as the “**MoU**”) is made and entered into on **[DATE]** (hereinafter referred to as “**the Effective Date**”), by and between:

**South Atlantic Environmental Research Institute of Falkland House, 14 Broadway, Westminster, London, SW1H 0BH (“SAERI”) with Falkland Islands office at PO Box 609, Stanley Cottage, Stanley, FIQQ 1ZZ** and the St Helena Research Institute, whose administrative offices are at Education Department, St Helena Government, Jamestown, St Helena (hereinafter referred to together as “**the Parties**” and individually as “**a Party**”).

In consideration of the mutual cooperation made hereinafter, the Parties hereby agree with the following general provisions and terms:

**Article I**

**Basic Principle and Scope of Cooperation**

Whereas the Parties agree to strengthen and promote their coordination through research collaboration for their mutual interests, therefore, the Parties agree to establish and implement cooperation including but not limited to the following areas:

- As outlined in the St Helena Research Institute Policy, a SAERI representative is a member of the SHRI Research Institute Group and attends SHRI Group meetings.
- As outlined in the St Helena Research Policy, a representative of SAERI is also as an advisory and non-voting member of the St Helena Research Council.
- SHRI and SAERI will work together to promote each other’s visions and objectives, and to raise the profile of environmental research in the South Atlantic Region.
- Building on the work that was done through the SA IMS data centre, NCA project etc. SAERI will continue to provide training advice and support on data management to SHRI.
- SAERI co-ordinated St. Helena’s first International Environmental Conference, and will continue to work in partnership with SHRI to raise the profile of environmental research and researchers in the South Atlantic through conferences both on island and off island.



- SAERI periodically hosts webinars, and will work with SHRI to provide an opportunity for these webinars to be shared at SHRI, and to enable St Helena-based researchers to participate as relevant.
- SAERI provides the role of regional hub/co-ordination for the EU funded projects: Best 2.0, Best 2.0+, MOVE, MOVE-ON and will work closely with SHRI to facilitate dissemination, engagement and promotion of these programmes on St. Helena.
- SAERI and SHRI will collaborate on developing opportunities for career development including training, exchange, and other capacity building. They will also explore joint academic opportunities including those for undergraduate, Masters and PhD students from the region.
- SAERI and SHRI will share and develop networks and networking opportunities to further promote the South Atlantic regional network.
- SAERI and SHRI will collaborate on developing research projects and funding bids in areas of common interest, including but not limited to:
  - The wide spectrum of environmental research including data science, terrestrial science, marine science, atmospheric science, physical science, people and nature.
  - Climate change – developing a long-term monitoring programme in the region, and exploring the use of Earth Observation as a tool to feed into the monitoring programme, and exploring climate change impacts on biodiversity and sustainable management
  - Climate change impact on biodiversity and sustainable management
  - Fisheries and culture: exploring the links between fisheries and culture on St. Helena
  - Fostering sustainable marine-based tourism: Developing a sound evidence-base for sustainable whale shark tourism on St. Helena
  - Coastal and marine species: Abundance, distribution and ecology of cetaceans around St Helena
  - Land Use Planning and management: Building on the NCA project Land Use Models, exploring how available evidence can be fed into planning and decision-making.
  - Developing tools for Marine Spatial Planning: Collating spatial data about the marine environment to feed into Marine Spatial Planning.



## **Article II**

### **Parties' Understandings**

This MoU is intended only to provide the general principles and key guidance for initial cooperation between the Parties and does not contain all matters upon which understanding must be reached in order for any transaction between the Parties to be consummated.

A separate and binding Understanding in respect of some or all of the matters referred to in Article I may be entered into between the Parties at a later stage but nothing in this MoU shall oblige any Party to do so. However, the understandings contained herein are intended to inform and shape any and all such Understandings executed between the Parties.

Whilst the Parties wish to signal their support for the development of collaborative research programmes by this MoU, the MoU does not constitute a binding legal Understanding or create any rights or obligations for the Parties, nor shall it prevent or restrict individual Parties from pursuing their individual interests.

## **Article III**

### **Funding and Resources**

All Parties agree to support this initiative, and will seek to extend the opportunities for collaboration described herein where resource and opportunity allows. Specific activities, projects, relevant funding and other matters relating to the implementation of the Memorandum shall be negotiated and executed under separate binding agreements but nothing in this Memorandum shall oblige either Party to do so. The understandings contained herein are intended to inform and shape any and all such agreements executed between the parties.

## **Article IV**

### **Confidentiality**

Each Party shall be obligated not to disclose any proprietary information of the other Party or any confidential information pertaining to the cooperation to any third party or its employees, without the prior written consent from the owner of the confidential information in question. In addition, the Parties and the recipient of such confidential information agree to sign a separate non-disclosure agreement (NDA) for exchanges of confidential information in order to properly set out their rights and obligations (as may be appropriate).



## Article V

### Use of Trademarks, Logos and Other Intellectual Property Rights

This MoU shall have no effect on a Party's rights of ownership in its intellectual property rights and its confidential information, inventions and original work created by a Party before or after the Effective Date.

An individual research project (hereinafter referred to as a "Project") entered into between the Parties as a result of this MoU shall be governed by a separate and binding understanding (hereinafter referred to as a "Project Understanding") which should be executed prior to commencement of a Project. Such Project Understandings should also contain terms regarding ownership and exploitation of intellectual property rights that may be created as a result of each Project.

Use of trademarks, logos and intellectual property rights of each Party shall require separate written Understanding between the relevant Parties. No licence shall be deemed to have been granted as a result of this MoU in respect of Parties' trademarks, logos or any other intellectual property rights.

The Parties acknowledge the benefits of positive publicity but recognise that public statements or press releases should be agreed in advance by all Parties prior to announcement.

## Article VI

### Term and Termination

This MoU shall commence on the Effective Date herein above and shall continue for 5 (five) years thereafter unless terminated by all the Parties or by an individual Party at any time. This MoU may be extended at any time by mutual written Understanding of the Parties wishing to extend it.

The termination of this MoU shall not affect any separate Understanding already in progress between the Parties.

## Article VII

### Amendment

This MoU may be amended, supplemented, or otherwise modified only by means of the mutual written consent of all the Parties.

**Signed by:**

**Signature:** .....

Executive Director, Dr Paul Brickle

**South Atlantic Environmental Research Institute, UK/Falkland Islands**

Date:.....;



**Signature:** .....

**Coordinator, St Helena Research Institute**

**Date:**.....