



## MEMORANDUM OF UNDERSTANDING ('MoU')

between

**Manx Wildlife Trust (MWT)**

and

**Manx National Heritage (MNH)**

**Background:** MWT and MNH are both Manx Registered Charities who wish to collaborate in relation to the Isle of Man (IOM) countryside, wildlife, and wider historic environment. The aim is to develop a close working relationship based on mutual trust, goodwill, and a shared set of common values, as well as the mutual benefits of a partnership. This MOU is a framework only and does not convey legal powers or responsibilities.

MWT and MNH shall each be referred to in this MoU as a 'Party' and collectively as 'the Parties'. The parties have agreed as follows:

### 1. Duration of the MoU:

It is intended that the terms of this MoU will remain in force from 1<sup>st</sup> October 2020 until 31<sup>st</sup> September 2025 and will be reviewed on an annual basis. The MoU can be extended for further periods upon the parties mutually agreeing such extension in writing or could be developed further into a Memorandum of Agreement (MoA) if deemed appropriate by both parties.

### 2. Scope of Relationship:

2.1 The primary role of MWT is to represent and advance the interests of nature and wildlife conservation on the IOM. The primary role of MNH is to protect and promote the heritage historic and natural environment of the Isle of Man.

2.2 The parties intend to pursue complementary rather than competitive activities. Both parties accept that there may be some areas where they might disagree, but this is not regarded as a barrier to this MoU and the wider collaboration.

2.3 Areas where the parties aim to work closely, collaborate and align:

- IOM countryside, nature and wildlife conservation.
- Countryside education in schools.
- Helping achieve the goals of the IOM Biosphere.
- Identifying and promoting IOM heritage and culture.
- Scientific research and data gathering
- Learning from each other.

- Sharing resources, training and CPD.

### **3. Joint Ways of Working:**

Under this MoU the parties will seek to collaborate in the following ways, as and when it is appropriate:

3.1 Regular formal meetings between key representatives of both MWT and MNH. These meetings will initially be held quarterly, with the secretariat function carried out jointly by:

- Director, MNH
- Chief executive Officer, MWT

3.2 Representatives of both parties being invited to join meetings, groups and forums within the other party as appropriate.

3.3 Establishment of specific joint working groups for key topics. With the potential to invite other 3<sup>rd</sup> parties to attend alongside if/as deemed necessary.

3.5 Production of joint messages and communications on key topics.

3.5 Joint liaison with IOM Government, or other organisations, to advocate agreed joint views of both parties.

3.6 Both parties shall not, in the course of the collaboration, do anything (by act or omission) which may (in a reasonably foreseeable manner) bring the other party into disrepute, or in breach of any regulatory or legal requirements;

3.7 Neither Party shall commit the other to any act or cost without the prior written consent of the other party.

3.8 Neither party shall act or claim to act, as Agent of the other of Party at any time.

### **4. Disputes and Termination:**

4.1 This MOU is a voluntary arrangement, which can be terminated by either party by giving one month notice in writing.

4.2 In the event of a dispute, the Parties shall use their best efforts to settle promptly through direct negotiation between the MWT CEO and MNH Director.

### **5. Confidentiality:**

5.1 For the purposes of this MOU, '**Confidential Information**' shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either party or their members which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including financial information. Equally the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential or which can reasonably be seen as such.5.2 Each of the parties shall always while this MOU remains in force and after it has terminated, keep confidential the Confidential Information except where:

- The Confidential Information was already lawfully known or became lawfully known to either of the parties independently.
- Disclosure or use is necessary by either of the parties for the proper and effective performance of this MoU.
- Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorised agents (including professional advisers).
- there is a legal obligation to do so including fulfilling the obligations of either Party under the Freedom of Information Act

5.3 Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.

**6. Amendment:**

This MoU may be modified or amended by written agreement between the Parties.

**7. Declaration:**

Each party hereby confirms its agreement to the terms contained in this MoU.

Signed on behalf of **MWT**:

**Vivienne Davies, Chair of MWT Council:**



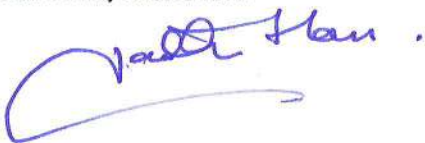
**Leigh Morris, Chief Executive Officer:**



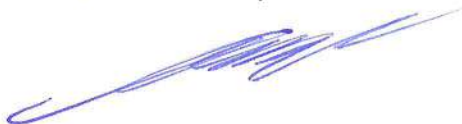
Date: 1/10/2020

Signed on behalf of **MNH**:

**Jonathan Hall, Chairman:**



**Edmund Southworth, Director:**



Date: 01/10/20.

