

MEMORANDUM OF UNDERSTANDING

Parties

- Between:** University of Canterbury, an educational institution incorporated under the University of Canterbury Act 1961 and the Education Act 1989 with offices situated at Ilam, Christchurch, New Zealand (“UC”).
- And:** Canterbury Regional Council known as Environment Canterbury with its main offices situated at 200 Tuam Street, Christchurch and 75 Church Street Timaru.

Background:

- A. UC and Environment Canterbury intend to work together on a collaborative basis in relation to projects which have the potential to be mutually beneficial.
- B. This Memorandum of Understanding (“MOU”) sets out some guiding principles for the parties to follow in relation to such collaboration and also sets out potential opportunities for collaboration.
- C. The parties intend to enter into a Formal Collaboration Agreement in relation to each specific research project.
- D. This MOU is not exhaustive and is not intended to be legally binding between UC and Environment Canterbury, except where specifically stated.

1. **Formal Collaboration Agreement:** This MOU sets out the terms upon which potential collaboration between the parties may take place. It is not intended to be legally binding except where specified. Where the parties agree to collaborate in relation to a specific research project, the parties will negotiate in good faith to enter into a formal research Collaboration Agreement (“Formal Collaboration Agreement”) which will set out binding terms and conditions in relation to the specific research project and which will supersede this MOU.
2. **Potential areas of Collaboration:** Set out below are areas of collaboration which the parties see as having potential mutual benefit. This is not an exhaustive list and the parties acknowledge each specific research project may have additional or alternative areas where the parties can work collaboratively.
 - 2.1. **Support of Student work during academic break:** The parties intend to collaborate so that UC students engage in research work for Environment Canterbury during such students’ academic summer break as follows:
 - a. UC will identify suitable UC students to carry out research assistance work (for example to monitor and measure specific exercises) and UC will provide academic support to such students should Environment Canterbury agree to engage the students for work during the students’ summer break.

- b. Where Environment Canterbury agrees to engage these students, Environment Canterbury will provide appropriate training, workplace supervision and remuneration for work carried out by each student.

2.2. Collaborative support of student-led research projects: The parties intend to collaborate to support UC student led research projects as follows:

- a. UC will identify suitable student-led projects and will provide academic support and supervision to the relevant student;
- b. Environment Canterbury will provide appropriate training and workplace supervision for each student. Environment Canterbury will also provide access to relevant sites and materials for the student's project. Environment Canterbury may also provide funding for research work carried out by the student, as agreed between the parties at the time.
- c. UC will ensure that the relevant student commits to carrying out their work to a high academic standard and that the student agrees to comply with all relevant codes of conduct and Environment Canterbury policies and procedures as advised by Environment Canterbury.

2.3. Collaborative support of UC Master's and Doctoral students.

- a. UC will seek to identify high quality candidates for the research degree, and UC will provide suitable academic expertise and supervision for the student's project. UC may also provide co-funding for scholarships, where appropriate.
- b. Environment Canterbury will provide additional expertise and supervision, access to materials and data, where appropriate, and co-funding for scholarships, where appropriate.

2.4. Collaborative support of UC student internships

- a. UC will identify high quality candidates for any proposed internships with Environment Canterbury and will provide appropriate academic expertise, supervision, and pastoral care during the internship.
- b. Environment Canterbury will provide training, access to sites and materials, workplace supervision, and, where appropriate, funding for the internship.

2.5. Co-creation and delivery of academic research projects that are beneficial to both parties

- a. UC will identify key projects and will appoint a project lead where appropriate. UC will provide academic support for the duration of the relevant project.
- b. Environment Canterbury will provide relevant expertise, access to sites, materials and data, and, where appropriate, co-funding of the project.

- 3. Student commitment** UC will ensure that the each relevant UC student supported under any collaboration between the parties commits to carrying out their work to a high academic standard and that the student agrees to comply with all relevant codes of conduct and Environment Canterbury policies and procedures as advised by Environment Canterbury.

4. Key Personnel

- 4.1.** Both parties will collaborate in good faith in relation to potential research projects and will ensure that the support of appropriate personnel from each party are involved in such collaborations including, as applicable:

- UC's Head of School for the School of Earth and Environmental Sciences
- The Pro-Vice Chancellor for Sustainability
- Ngāi Tahu Research Centre

- Heads of relevant Research Clusters and Centres, such as the Community and Urban Resilience Cluster, Biodiversity Cluster, Te Pae Hiwarau, Geospatial Research Centre, Waterways centre.
- Directors of: Science; Te Pou Herenga; Strategy & Planning; Operations; Communications and Engagement; Finance and Corporate Services at Environment Canterbury.

4.2. The parties acknowledge that this list is not exhaustive and involvement by specific personnel will be subject to availability and applicability at the relevant party's sole discretion.

5. Sharing of data and confidential information

5.1. **This clause is legally binding.**

5.2. Subject to the confidentiality obligations set out below, the parties will make data available to each other to support the collaborative intent of this MOU.

5.3. "Confidential Information" means:

- all information and materials relating to or arising from this MOU in any form whatsoever, and
- information which is by its nature confidential or which the Discloser advises the Recipient is confidential, and
- includes anything disclosed before the date of this MOU.

"Discloser" means a party disclosing Confidential Information to the Recipient in accordance with this MOU.

"Recipient" means a party receiving Confidential Information of the Discloser in accordance with this MOU.

Confidential Information does not include:

- information which at the date of this MOU is in the public domain or subsequently enters the public domain without fault on the part of the Recipient,
- information that is received in good faith by the Recipient from a third party,
- information, which is at the date of this MOU, independently developed by, or already properly in the possession of, the Recipient and which the Recipient can demonstrate by written record to be previously known to the Recipient.

5.4. The Recipient of Confidential Information shall:

- keep it in the Recipient's possession and treat it as confidential regardless of when disclosed,
- not use any Confidential Information belonging to the other party for any purpose other than as required in terms of this MOU,
- only disclose Confidential Information to employees, officers or professional advisers on a need-to-know basis and shall be liable to the Discloser for any breach by those persons of these confidentiality obligations.

5.5. This clause does not apply where disclosure is required by law or by a government agency or governmental authority.

5.6. The parties acknowledge that any breach of this confidentiality obligation may result in damages for which monetary compensation would not be an adequate remedy and that the affected party is

entitled to specific performance or injunctive relief in addition to any other remedies at law or in equity.

- 5.7. Subject to the confidentiality obligations set out in this clause, both parties commit to collaborate on ongoing projects that support the use of open and accessible data that advance the work of both parties, whilst maintaining academic rigor, data sovereignty, and our obligations under Te Tiriti o Waitangi.

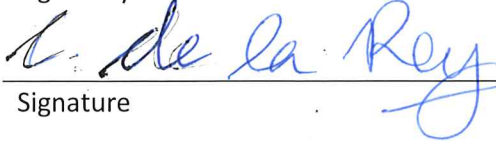
6. Intellectual Property

- 6.1. This clause is legally binding.
- 6.2. Intellectual Property Rights means all intellectual and industrial property rights of any nature whether conferred by statute, common law or equity, including without limitation, all rights in any patent, copyright, trade mark, design, database, circuit lay-out, know-how, trade secret, Confidential Information, or right of confidence including all such rights or similar rights in any invention, device, material, data, drawing, sample, method, process, text, algorithm, schematic, software, hardware, firmware, get-up, any other original works or materials, or any component of the same, and any application to register the same, whether or not registered or capable of registration.
- 6.3. All Intellectual Property Rights existing in a party prior to this MOU (Background Intellectual Property Rights) will remain with that party and except where expressly agreed otherwise in writing between the parties, neither party grants any rights in its Background Intellectual Property Rights to the other party.
- 6.4. The parties acknowledge that the Formal Collaboration Agreement will set out the terms and conditions of use and ownership of Intellectual Property Rights.
- 6.5. Where any Intellectual Property Rights arise directly from research conducted prior to the execution of a Formal Collaboration Agreement, such Intellectual Property Rights will vest in UC except for ownership of copyright in any academic publication in the form of a journal article, thesis, book or conference paper which will remain with the author(s) and will be subject to the confidentiality obligations set out in this MOU.

7. General

- 7.1. No party gives any representation or warranty with respect to any information other than that it has the right to disclose such information.
- 7.2. Either party may terminate this MOU by giving the other party not less than 30 days' written notice.
- 7.3. This MOU is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 7.4. Only clauses 3 and 4 of this MOU are legally binding on the parties and those clauses shall survive termination of this MOU.

Signed by UC



Signature

Cheryl de la Rey
Name of authorised signatory

Vice-Chancellor
Position

3 May 2023
Date

Signed by Environment Canterbury


Signature

Peter Scott
Name of authorised signatory

Chair
Position

3 May 2023
Date