



Manx Bat Group

Yn possan Manninagh son craitnaghyn

MEMORANDUM OF UNDERSTANDING (MoU)

between
Manx Wildlife Trust (MWT)
and
Manx Bat Group (MBG)

Background: MWT and MBG wish to collaborate in relation to the conservation of wildlife in the Isle of Man (IOM). The aim is to develop a close working relationship based on mutual respect and trust, goodwill and a shared set of common objectives, 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 MBG 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 the 31st of May 2021 until the 31st of May 2022. 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 all wildlife conservation in and around the Isle of Man (IOM).
- 2.2 The primary role of MBG is to promote the conservation and understanding of bats in the IOM through research and education.
- 2.3 The Parties intend to pursue complementary rather than competitive activities. Both Parties accept that there may be some areas where they might overlap and/or potentially compete for funding, but this is not regarded as a barrier to this MoU and the wider collaboration.
- 2.4 Areas where the Parties aim to work closely, collaborate, and align:
 - Conservation of bats and their habitats
 - Education and engagement about bats
 - Monitoring, citizen science and data collection for bats
 - Helping achieve the goals of the IOM Biosphere
 - IOM heritage, culture and language

3. Joint Ways of Working:

Under this MoU the Parties will look to collaborate in the following ways in as far as volunteer resources permit:

- 3.1 A formal annual meeting between key representatives of both MWT and MBG, to discuss this MoU, review the last year, and propose targets for the following 12 month period. To be held in the first quarter of each year.

- 3.2 Representatives of both Parties being invited to join meetings, groups and forums within the other Party as appropriate.
- 3.3 Site protection: The Manx Bat Group will collaborate in the development of Manx Wildlife Sites System by:
- The provision and interpretation of biological records of bats in the Isle of Man
 - Undertaking bat surveys of sites and potential sites
 - Collaborating where appropriate in research or zoological projects
 - Making recommendations on sites and site selection criteria and their review
 - Promoting Manx Wildlife Sites System to MBG meetings/members.
- 3.4 Data sharing: both Parties agree to share any data collected on the presence and distribution of bats in the IOM, with MWT in particular providing MBG with the results of any bat surveys and MBG providing MWT each year with updates to the bat record database, including roost locations.
- 3.5 Data gathering: MBG will strive to include MWT reserves in its annual survey programmes.
- 3.6 Dual branding promotion of the other Party organisation to be carried out as/when appropriate, which will include clear links on each other's websites and potentially any leaflets, films and information panels about IOM bats.
- 3.7 The existing BatSearch scheme will become a collaboration between MWT and MBG where MWT can assist with promotion of the scheme, recruitment of volunteers and administration of the project.
- 3.8 Production of joint messages and communications, where agreed, on key topics, including codes of practice for others engaging with bats.
- 3.9 Joint liaison with the IOM Government, or other organisations, where appropriate, to advocate agreed joint views of both Parties in relation to conservation of bats and their habitats.
- 3.10 Both Parties will aim to learn from each other, to understand each Party's specific agenda and work towards building a strong long-term relationship.
- 3.11 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 legal requirements.

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 MBG Trustees.

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, 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.
- 5.25.3 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 the 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**:



Leigh Morris, Chief Executive Officer:

Date:

10/6/21

Signed on behalf of **MBG**:



Nick Pinder, Chairman Manx Bat Group

Date:

10th June 2021