



water safety
Scotland

Memorandum of Understanding

WSS and NWSF

Issue: 2

Date: July 2018



Memorandum of Understanding

This Memorandum of Understanding (MoU) is drawn up between the following Parties:

Water Safety Scotland (WSS) whose principal place of business is at address; Livingstone House, 43 Discovery Terrace, Heriot Watt University Research Park, Edinburgh, EH14 4AP

National Water Safety Forum (NWSF) whose principal place of business is at address; RoSPA House, 28 Calthorpe Road, Edgbaston, Birmingham, B15 1RP

Now it is agreed:

1. **Purpose of this MoU:** To bind WSS and NWSF

2. **Responsibilities of the parties:** The core areas of responsibility for each Party will be:

a) WSS

- i. Access to WAID information, developments and reports (in advance of publication)
- ii. Guidance and Support, specifically issues that relate to Scotland
- iii. Steering Group access to meetings and minutes of Advisory and Working groups of NWSF
- iv. Representation of WSS (at NWSF meetings) will be provided by the chair of the group. In an event where the chair cannot attend, the Vice Chair or Secretariat will attend in place which will be determined by the WSS steering group. The person who attends, are attending as a Member of Water Safety Scotland.

b) NWSF

- i. Scottish input to NWSF national strategy and support of Scotland's Drowning Prevention Strategy
- ii. Representation of the NWSF at main WSS meetings through a nominated representative
- iii. Support the work of WSS through its delivery structures
- iv. Consult and support WSS to maintain and enhance links with The Scottish Government
- v. Ensure yearly WAID reports include Scotland specific information and are communicated prior to publishing
- vi. Support WSS to ensure relevant members and organisations sign up to WAID

3. **Territory:** The territory will be the United Kingdom (UK). Further territories may be added as agreed between Parties. The remit of Water Safety Scotland will restrict itself solely to the geographical identity of Scotland as State.

4. Publicity: This MoU Assumes:

- a) Mutual endorsement of both Parties
- b) The existence of this MoU may be used for OUTLINE purposes only
- c) The Parties shall agree any joint press releases in advance that pertain to both organisations
- d) The Parties shall agree, on a case by case basis, the specific use of their logo(s) by the other party for promotional purposes.

5. Confidentiality:

All communications including emails and telephone calls should be treated as confidential and any discussions outside the group should be agreed by both WSS & NWSF.

All communication with WSS should include the secretariat.

All WAID information should be treated according to the specific processes and agreements for use and sharing of WAID data. It will not be shared outside WSS/NWSF without relevant permissions.

All communication with WSS shall be shared with its steering group.

6. Intellectual Property: All intellectual Property that is mutually published as a result of the partnership will be jointly owned by the National Water Safety Forum and Water Safety Scotland. No intellectual property rights will be granted other products or services, where the existing intellectual property resides with the originator.

7. Jurisdiction: This agreement shall be governed by the interpreted in accordance with U.K Law and the Parties to it submit to the jurisdiction of the U.K courts.

For: Water Safety Scotland

Name: Michael Avril

Title: Chair of WSS

Date: 17-7-18



For: National Water Safety Forum

Name: George Rawlinson

Title: Chair National Water

Date: 17-7-18

Safety Forum

