



Department for  
Science, Innovation  
& Technology

**MEMORANDUM OF UNDERSTANDING (MoU)**

**BETWEEN**

**THE DEPARTMENT FOR SCIENCE, INNOVATION AND  
TECHNOLOGY “DSIT”**

**AND**

**ADA LOVELACE INSTITUTE**



# Department for Science, Innovation & Technology

**The Secretary of State for the Department for Science Innovation and Technology**, represented by the **AI Regulation Policy Team** acting on behalf of the Crown, of 1 Victoria Street, London, SW1H 0ET (the **“Authority”**) hereafter referred to as the **“AI Regulation Policy Team”**; and

**Ada Lovelace Institute** of 100 St John Street, London, EC1M 4EH (hereinafter referred to as **“Ada Lovelace Institute”**), an independent research institute, funded by the Nuffield Foundation (the **“Organisation”**).

**TOGETHER THE “PARTIES”** and each a **“Party”**.

This MoU sets out the information sharing arrangement between the aforementioned Parties. For the context of this MoU, ‘information’ is defined as a collective set of Data and/or facts that when shared between the Parties through this MoU will support the Parties in delivering the Purpose of the data sharing activity described in section 3 below.

This MoU is not intended to be legally binding. It documents the respective roles, processes, procedures, and agreements reached between the AI Regulation Policy Team and Ada Lovelace Institute. This MoU should not be interpreted as removing, or reducing, existing legal obligations or responsibilities of each Party, for example as data controllers under the Data Protection Act 2018 (DPA).

## **1. PURPOSE:**

This Memorandum of Understanding (MOU) sets out:

- 1.1. The terms and understanding between Ada Lovelace Institute and the AI Regulation Policy Team to partner on reviewing the [REDACTED] **“the Project”**
- 1.2. The scope and implementation of the Project, which are set out in sections 3 and 4 of this MoU documents.

## **2. DURATION:**

- 2.1. This memorandum will come into effect upon signature by both Parties for the period of twelve months, however it can be extended by mutual agreement and in writing, by a further six months.

## **3. SCOPE:**



# Department for Science, Innovation & Technology

3.1. Ada Lovelace Institute will review, provide comments and feedback on the [REDACTED]  
[REDACTED]

3.2. Ada Lovelace Institute will also be available to offer general consultation on wider AI policy.

## **4. COMMUNICATION:**

4.1. The AI Regulation Policy Team and Ada Lovelace Institute will publicly state that they are working together, roughly to the effect that “The Ada Lovelace institute is advising the AI Regulation Policy Team on the [REDACTED] A statement to this effect may be drafted between the two organizations and published if and when mutually agreed upon.

## **5. FINANCIAL ARRANGEMENTS:**

5.1. There are no Financial Arrangements under this MOU. It is a collaborative working relationship only.

## **6. TERMINATION:**

6.1. Either Party may terminate this memorandum at any time by giving at least one (1) month (or a timescale proportionate to the project duration, whichever is shorter) written notice to the other Party.

6.2. The AI Regulation Policy Team may end its participation in this arrangement by giving one month’s written notice to the Organisation, in the following circumstances:

6.2.1. Failure to implement the project according to this memorandum.

6.2.2. A significant failure by the Organisation to meet any of the commitments in this memorandum.

6.2.3. Force majeure.

6.2.4. Where any changes occur which, in the opinion of the AI Regulation Policy Team, significantly impair the value of the contribution of the project towards the programme objective.

## **7. TRANSPARENCY:**



## Department for Science, Innovation & Technology

7.1. The AI Regulation Policy Team may request information about the implementation and operation of the project. Where the AI Regulation Policy Team makes such a request, the AI Regulation Policy Team will provide the Organisation with the reason for its request.

7.2. The Organisation is committed to the principle of transparency and, subject to any applicable law, the Organisation will make available to the AI Regulation Policy Team such information, as may be requested, relating to the implementation and the operations of the project.

### **8. INTELLECTUAL PROPERTY:**

8.1. The Organisation will retain their existing intellectual property rights for any information provided to the AI Regulation Policy Team as part of this collaboration. Any additional intellectual property rights which arise in the course of the project by the Organisation in collaboration with the AI Regulation Policy Team will belong to the Organisation, provided that the Organisation hereby grants the AI Regulation Policy Team a worldwide, perpetual, royalty free licence to use such intellectual property rights for any purpose directly connected with the project.

### **9. DISPUTE SETTLEMENT:**

9.1. Any dispute that may arise as to the interpretation or application of this memorandum will be settled by consultation between the Parties.

### **10. CONTACT INFORMATION:**

10.1. The Organisation will provide the AI Regulation Policy Team with contact details for its representative with responsibility for addressing normal day to day enquiries.

### **11. RESPONSIBILITY FOR STAFF:**

11.1. The Organisation will provide adequate supervision of and care for its staff, authorised agents, and representatives.

### **12. AMENDMENT OF THIS MEMORANDUM:**

12.1. Any amendment to this memorandum will be decided upon by both Parties, recorded in writing and attached to this memorandum.

### **13. SECURITY BREACHES:**



## Department for Science, Innovation & Technology

- 13.1. In the event of a significant security breach, or other serious breach of the terms of this MoU by either Party, the MoU will be terminated or suspended immediately without notice.
- 13.2. A security breach is a situation where the rules on handling and protecting information or equipment have been broken.
- 13.3. A security incident is a situation which results in the loss or theft of, or unauthorised access to, the UK AI Regulation Policy Team information or equipment.
- 13.4. Examples of serious security breaches, incidents, loss or unauthorised disclosure may include:
  - 13.4.1. accidental loss or damage to information.
  - 13.4.2. damage or loss of information by means of malicious software/hacking.
  - 13.4.3. deliberate or knowingly disclosure of information to a person not entitled to receive the information; emailing classified/sensitive information to personal email accounts.
  - 13.4.4. leaving classified/sensitive papers in a unsecure or publicly accessible area.
  - 13.4.5. using social networking sites to publish information which may bring either Participant's organisations into disrepute; and
  - 13.4.6. Direct access-inappropriately looking up or accessing data.
- 13.5. The designated points of contact (signatories to this MoU) are responsible for notifying the other Participant in writing in the event of loss or unauthorised disclosures of information within 24 hours of the event.
- 13.6. The designated points of contact will discuss and agree the next steps relating to the incident, taking specialist advice where appropriate. Such arrangements will include (but will not be limited to) containment of the incident and mitigation of any ongoing risk, recovery of the information, and notifying the Information Commissioner and the data subjects. The arrangements may vary in each case, depending on the sensitivity of the information and the nature of the loss or unauthorised disclosure.
- 13.7. Where appropriate and if relevant to the incident, disciplinary misconduct action and/or criminal proceedings will be considered.