

# Memorandum of Understanding between VisitScotland and Toerisme Vlaanderen

## 1. Parties

VisitScotland, an executive non-departmental public body in Scotland established under the Development of Tourism Act 1969, whose principal office is at Ocean Point One, 94 Ocean Drive, Edinburgh, EH6 6JH (“VisitScotland”)

and

Toerisme Vlaanderen, an internally independent agency with legal status of the Flemish Community, located at Grasmart 61 in 1000 Brussels, Belgium, company registration number 0225.944.375, represented by Peter De Wilde, CEO, hereinafter referred to as ‘VISITFLANDERS’.

## 2. Context

The objective of this memorandum of understanding (“MoU”) is to provide a framework between the parties for discussion, communication and best practice exchange that will enhance both organisations and their objectives.

## 3. Principles of Collaboration

- 3.1 VisitScotland and VISITFLANDERS will collaborate to share and improve knowledge and developmental processes for tourism and tourist destinations.
- 3.2 This MoU represents a commitment in principle by both parties to an open approach to sharing, *for example*, research, experience, methodologies, concepts, systems and processes focused on supporting and developing agreed aspects of the tourism industry.
- 3.3 VisitScotland and VISITFLANDERS will endeavour to work in a mutually supportive manner wherever possible (and subject to any legal or other constraints imposed on each party) for the betterment of their respective national tourism industries and the enhancement of both national and corporate reputations.

## 4. Focus areas

- 4.1 Collaboration around the specific areas listed below.
  - Social tourism
  - Quality
- 4.2 Methods of collaboration may include best practice learning exchange visits, joint events, participation in seminars or workshops and other methods of knowledge transfer (subject to paragraph 7 (Limitations) of this MoU below). Specifically, it

includes each party's commitment to delivering a joint event in Brussels on 7 May 2015.

- 4.3 The scope of this MoU can be extended by mutual agreement in writing between the parties to incorporate other areas aimed at improving profitability and competition in the tourism sector.

## **5. Partners**

Both parties will endeavour to secure the endorsement of relevant official governing bodies. Both parties may also invite, as and when appropriate, the assistance or involvement from relevant national and regional public sector agencies to provide value and support to the MoU and any associated development work. As appropriate, both parties may invite consultation and opinion from tourism industry representatives, subject to the limitations as detailed in paragraph 7 of this MoU and maintenance of the agreed principles of trust and confidentiality.

## **6. External Communications**

All external communications (including press releases or responses to press enquiries) relating to this MoU or any activity developing from it will need to be mutually agreed in writing by authorised representative of both parties in advance of publication or release.

## **7. Limitations**

- 7.1 It is agreed and understood by each party that the other party's participation in any activities under this MoU (including the sharing of information in the context of this MoU) will not constitute or imply the grant by the other party of any right, licence or other entitlement to implement, exploit or use (or permit the implementation, exploitation and/or use of) any concept, methodology, process, research, documentation or other item in respect of which the other party owns or holds any intellectual property or other proprietary rights ("Protected Items").
- 7.2 It is understood by both parties that any proposed use by a party of the other party's Protected Items will be subject to the prior agreement between the parties (in writing) of specific contractual terms and conditions, which may include specific licencing and other conditions (for example the payment of licence fees).
- 7.3 For the avoidance of any doubt (and without prejudice to paragraphs 7.1 and 7.2 of this MoU), any desk or field-based development or implementation work that either party may wish to request the other party to carry out is not within the terms or expectations of this MoU. Any such work may, however, be agreed between the parties under the terms of a separate contract.

7.4 Any confidential information that is shared by a party with the other party in connection with the MoU must be treated by the other party as confidential. Should either VisitScotland or VISITFLANDERS wish to share any such confidential information that is received by them from the other party with any other person, permission must be sought from the other party, provided that this paragraph 7.4 shall not prevent either party from disclosing information in accordance with its obligations under any access to information legislation that is applicable to the relevant party.

**8. Period of the MoU**

This MoU shall be considered valid for the period from 6<sup>th</sup> May 2015 to 31<sup>st</sup> December 2016 and is subject to review twice annually. Both parties commit to a review and consideration of extending or implementing a further MoU within one year (but not less than six months after the last date of signature of this MoU).

**9. Nature of this MoU**

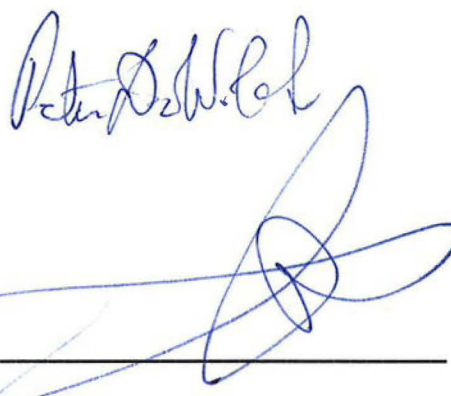
9.1 With the exception of the terms of paragraphs 6 (External Communications) and 7 (Limitations), this MoU is not intended to be legally binding and (except as set out in paragraphs 6 and 7) no legal obligations or legal rights shall arise as between the parties from this MoU.

9.2 To the extent that the terms of the MoU are legally binding on the parties as set out in paragraph 9.1, this MoU shall be governed and construed in accordance with Scottish law.

Signatures *M. ROUGHAN*



**CEO, VisitScotland**



**CEO, VISITFLANDERS**