



MEMORANDUM OF UNDERSTANDING

Between

**The Institute of
Historic Building Conservation (IHBC)
Jubilee House, High Street,
Tisbury, Wiltshire, SP3 6HA
and
ALGAO:UK
c/o City of Edinburgh Council (UK Chair)**



1. Introduction

This Memorandum of Understanding ('MoU') sets out the basis for co-operation between the parties with a view to:

- working effectively to develop high quality skills and learning environments for archaeologists and conservation professionals
- promoting good practice in Local Authority Historic Environment and Conservation Services
- influencing legislation and policy affecting the historic environment
- Promoting advocacy for local authority historic environment and conservation services
- securing investment in and support for areas of common interests.

2. Scope of Co-operation

The Institute of Historic Building Conservation (IHBC)

Definition: The IHBC is a charity, company and the professional body representing built and historic environment conservation professionals in the UK and where relevant beyond.

'The object of conservation is to prolong the life of cultural heritage and, if possible, to clarify the artistic and historical messages therein without the loss of authenticity and meaning.' (ICOMOS, 'Guidelines on... Conservation...', 1993)

In line with the 1993 ICOMOS 'Guidelines', the IHBC's primary objective is to support, advocate and operate effective standards that secure the conservation of the historic environment - our historic fabric, structures, places and areas - as a sustainable cultural resource, in a manner compatible with their fabric and heritage. It does this through supporting suitably informed and skilled advice and activities across all

operations relevant to evaluation, management or intervention in the built and historic environment, including architectural, planning, cultural, historic and other management and development processes.

To underpin practice standards the IHBC operates its membership criteria, the Areas of Competence, in accordance with international standards, including those provided by the ICOMOS Guidelines' (1993; under revision), and the project management principles exemplified in the World Bank's Environmental Handbook.

Member of the IHBC are accredited and skilled in the conservation of the built and historic environment.

Using accredited conservation professionals in the IHBC assures clients that the work will meet their needs and the needs of the public.

Members of the IHBC are required to comply with the IHBC Code of Conduct. Continuing Professional Development (CPD) is an essential, mandatory and supported requirement of an individual's accredited membership of the IHBC. The institute supports commercial conservation practitioners through its Historic Environment Service Providers Recognition (HESPR) scheme.

ALGAO

The Association of Local Government Archaeological Officers (ALGAO):UK is the national body representing local government archaeology services across all countries in the UK at County, District, Metropolitan, Unitary and National Park authority level. These provide advice to nearly all the District, Unitary and other local government bodies in the UK.

ALGAO:UK co-ordinates the views of its member authorities and presents them to government and to other national organisations. It also supports the work of the Local Government Association (LGA) on archaeological matters and is the Archaeology Special Interest Group (SIG) for the LGA. The range of interests of its members embraces all aspects of the historic environment, including archaeology, buildings and the historic landscape.

ALGAO's membership is corporate in that individual authorities are members and not personal memberships. The local authority is usually represented by the senior archaeological professional.

ALGAO's structure includes sub-committees along the following lines:

- *National groupings (England, Scotland and Wales)*
- *Specialist sub-groups: HERs, Countryside, Urban, Buildings*
- *Regional sub-groups based on the former Government Regions (England only)*

3. Areas of mutual co-operation and support

While boasting substantial common interests in understanding the history and sustaining the future of the built and historic environment, members of ALGAO:UK and the IHBC have distinct roles in shaping that future. In light of this we agree that:

- Each organisation seeks to strengthen its relationship with the other, and, when supporting relevant corporate and charitable objectives, as appropriate, to work in partnership to complement our respective strengths.
- Each organisation encourages its members to understand, respect and utilise the accredited skills of the members of the other.
- Each will seek to identify common positions with the other on matters of policy
- Where policy or interests are common to both, each will seek to cooperate with the other on advocacy
- Each will seek to assist the other where possible by promoting the other's events and other services for members

Specific projects and areas of co-operation between parties may be developed as and when required, as detailed initially in the Schedule at Annex 2 to this document.

Any additional and agreed briefs or agreements, complete with details of any supplementary financial obligations, will be attached as further Schedules to this overarching agreement.

4. MOU Liaison

Each party shall appoint a representative to form the link between the parties concerning the operation of this Memorandum. The two individuals, or their designated representatives, shall meet once a year, to review the status of the co-operation and development activities established under this Memorandum:

For the IHBC: the current Chair



For ALGAO:UK: the current Chair

5. Duration and Termination

The Effective Date of this Memorandum shall be 3 years notwithstanding the date or dates of signature. This Memorandum shall continue in force for a period of 3 years after the Effective Date unless terminated earlier or superseded by other agreements.

Any party wishing to terminate this Memorandum must notify the other party in writing, giving no less than 3 months' notice. Each party agrees that any termination shall not negatively impact upon any active programme of activities relating to the Memorandum.

IN WITNESS THEREOF: This Memorandum of Understanding is signed in duplicate by the parties as follows:

For and on behalf of: The IHBC	For and on behalf of: ALGAO:UK
Name: David McDonald 	Name: John A Lawson 
Position: Chair, IHBC	Position: Chair ALGAO:UK
Date: 24 June 2020	Date: 24 June 2020

Annex 1

General Provisions

1. The authorized representatives of the parties may only make alterations or amendments to this Memorandum, and/or any agreements to further the co-operation between the parties, in writing.
2. Any relevant financial arrangements or implications will be agreed on an annual basis.
3. Both parties acknowledge and respect that, unless agreed otherwise, any intellectual property generated through joint projects and activities managed under the Memorandum will be owned jointly by the parties to the Memorandum and any other relevant funding partners and will be acknowledged by all parties as such. All other intellectual property generated outside of this Memorandum, including any such intellectual property generated individually as part of a coordinated campaign, project or activity, will remain the property of the authoring body.
4. Nothing in this Memorandum shall prevent the parties from contracting with third parties on a similar basis with regards to the subject matter of this Memorandum.
5. The parties shall not be deemed to be agents of each other and shall not be entitled to bind the other in any way.
6. In the event of any dispute arising between the parties hereto in respect of the terms of this Memorandum, the dispute shall be referred to a committee of two persons, consisting of Directors/Trustees from each party, or their nominated representative. This committee shall act in good faith and use all reasonable endeavours to resolve the dispute to the mutual satisfaction of the parties, any such resolution to be ratified by their respective boards. If resolution is not reached, both parties will utilize an appropriate third-party arbitration service, sharing the cost equally to commission such services.
7. Each party shall treat as confidential all information obtained from the other Party under or in connection with this Memorandum. Where information is requested from either party under Freedom of Information, the party receiving the request will consult with the other party where the information to be disclosed covers any aspect of their activity or other relevant information.

Annex 2

Schedule of mutual activities

Objectives	Benefit (any costs to be absorbed by each party)
Support at least 1 joint meeting of the designated representatives per year.	Input into and feedback from meetings via Boards.
Aim to publish at least 1 lead item per year in our respective publications.	Deeper understanding of respective professional and practice interests.
At least one circulation (digital or otherwise) of an event notice	Opportunity to engage in shared learning experiences.
Offer event access at member rates under agreed arrangements.	Underpinning of opportunities to engage in shared learning experiences engendering increased mutual understanding and respect.
Encourage collaboration between groups / branches.	Underpinning of opportunities to engage in shared learning experiences engendering increased mutual understanding and respect.
Encourage joint advocacy on behalf of local authority historic environment and planning services	To help underpin sustainable outcomes in the management of the Historic Environment