

MEMORANDUM OF UNDERSTANDING

Between

The Institute of Historic Building Conservation (IHBC)
Jubilee House, High Street,
Tisbury, Wiltshire, SP3 6HA

and

Chartered Institute for Archaeologists (CIfA)
Miller Building, University of Reading, RG6 6AB

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 archaeology and conservation respectively
- influencing legislation and policy affecting the historic environment
- 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.

As part of this agreement the IHBC will encourage all stakeholders and practitioners with interests in the built and historic environment to access, understand and benefit from specialist skills, needs and learning opportunities as they impact on conservation outcomes.

The Chartered Institute for Archaeologists (CIfA)

Definition: CIfA is the leading professional body representing archaeologists working in the UK and overseas. It promotes high professional standards and strong ethics in archaeological practice, to maximise the benefits that archaeologists bring to society. It is the authoritative and effective voice for archaeologists, bringing recognition and respect to the profession.

Archaeologists study and promote the understanding of the past through its physical remains. They have an ethical responsibility for the preservation and care of these remains, whether built, buried, on land or underwater, extraordinary or everyday, magnificent or mundane. The resources of the historic environment, like those of the natural environment, are for the benefit of everyone in society, today and in the future, and need to be treated with care and expertise. Archaeologists have a particular set of skills that enable them to tap into these resources – to find them, to explore them, to manage them and to realise their full potential for education and research, the

improvement of our environment and the enrichment of people's lives.

- *Archaeology adds value to business and to society*
- *CIfA champions professionalism in archaeology by setting standards, measuring compliance, promoting best practice and sharing knowledge*
- *Members of CIfA are accredited and skilled in the study and understanding of the historic environment*
- *Accreditation in archaeology recognises the professionalism of practitioners, improves their careers and attracts new people into archaeology*
- *Using accredited archaeologists assures clients that the work will meet their needs and the needs of the public*

Accredited members of CIfA have demonstrated technical and ethical competence in archaeology by means of an examined portfolio of work in whichever areas of the diverse discipline of archaeology in which they work. They have agreed to comply with the CIfA Code of conduct (including a mandatory CPD requirement) and CIfA Standards and guidance, which identify outcomes and processes expected of many types of archaeological work, they act impartially, and are accountable under professional conduct procedures. Registered Organisations of CIfA are led by senior accredited members, have formally undertaken to comply with the Code and Standards, are assessed for skills, performance, compliance, and quality management procedures via a written application and an intense inspection by peers: Registration is time-limited.

As part of this agreement CIfA will encourage all stakeholders and practitioners with interests in the built and historic environment to access, understand and benefit from specialist skills, needs and learning opportunities as they impact on archaeology outcomes.

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 the CIfA and the IHBC have distinct roles in shaping that future. In light of this we agree that:

- each institute 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 institute encourages its members to understand, respect and utilise the accredited skills of the members of the other.

- CIfA recognises that IHBC membership indicates professional competence in built and historic environment conservation. It encourages CIfA members with interests in that field to develop their skills, knowledge and experience additionally as a member of the IHBC.
- IHBC recognises CIfA membership as a badge of professionalism in the practice of archaeology applied to all elements of the historic environment. It encourages IHBC members with a specialist interest in archaeology to develop their skills and knowledge additionally as members of CIfA.
- 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 CIfA: the current Chair

5. Communications

In any statements each institute will adhere to the definitions under 2 above and, where appropriate, acknowledge the legitimate sphere of the other.

Each institute accredits members and organisations as having certain skills and competences relevant to its sphere of interest. This may include offering recognition and accreditation to members of the other institute who demonstrate skills within its remit as defined under 2 above. Neither institute will purport to offer recognition or accreditation in the other's professional field.

6. Duration and Termination

The Effective Date of this Memorandum shall be 12 May 2016 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: CIFA
Name:	Name:
Position:	Position:
Date:	Date:

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.
Publish at least 1 lead item per year in <i>Context</i> and <i>The Archaeologist</i> authored by the other party covering professional and practice issues within their sphere.	Deeper understanding of respective professional and practice interests.
At least one circulation of annual conference flier/notice with in-house journal	Opportunity to engage in shared learning experiences.
Seek to establish a joint review of professional conduct issues of mutual concern.	Establish efficiencies in and understanding of respective practice standards, at all levels including management.
Offer one year free membership benefits for respective members. (For IHBC: £50 admin fee payable by applicant. For CIfA: IHBC members applying will be afforded gratis the status of Affiliate members for the year, except that <i>The Archaeologist</i> magazine will be supplied electronically via the CIfA members' area of the website rather than as hard copy.) (Take-up and impact to be reviewed within two years of implementation).	Underpinning of opportunities to engage in shared learning experiences engendering increased mutual understanding and respect.
Each would offer the other institute's members the same discounted rate offered to its own members to attend its conferences, lectures and other CPD events. (Take-up and impact to be reviewed within two years of implementation).	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.
Consider seeking external funding for a joint annual event.	Underpinning of opportunities to engage in shared learning experiences engendering increased mutual understanding and respect.