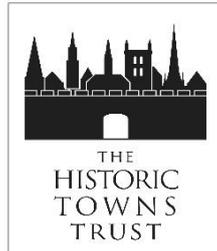


Sample Memorandum of Understanding for the production of a BHTA volume



CHARITABLE INCORPORATED ORGANISATION

REGISTERED N^o. 1160040

A Memorandum of Understanding

between

The Historic Towns Trust and *partner*

This Memorandum of Understanding is made between the Historic Towns Trust and *partner* for the preparation and production of material leading to the publication by the Historic Towns Trust of a volume of the British Historic Towns Atlas, and for collaboration in publicising, fundraising for, and disseminating the volume and for the dispersal of any profits resulting from its sale.

A. Terms used in this memorandum

- The **Historic Towns Trust** (a Charitable Incorporated Organisation registered in England and Wales number 1160040) ('the HTT') care of *HTT contact and address (contact as registered with the Charity Commission)*
- **Partner** ('*Abbreviation of partner*') (Registered Charity *details if appropriate*) care of *person and address*
- This **Memorandum of Understanding** ('the MoU' or 'this MoU')
- The **Work**: *The British Historic Towns Atlas Volume XX*, to be published by the HTT.
- The **British Historic Towns Atlas** ('BHTA') is a publication produced from time to time as a series of volumes by the HTT.

B. The Work

The Work shall consist of a printed BHTA volume containing contents as outlined in a separate annex to this MoU. Associated with the Work are various digital files used in its creation and which may be used for related purposes which accord with the HTT's stated charitable aims.

C. Publishing, copyright and use of extracts

1. The Work shall be published by the HTT.
2. Copyright in the Work shall be held jointly between the HTT and *partner*.

D. Responsibility for the preparation of the content

1. The *partner* will appoint an Atlas Project Manager (APM) who will take overall responsibility for compiling the contents of the atlas and for managing the project. The APM should ideally have experience of successfully delivering quality relevant publications and working as a team to a given budget, or to be able to draw on guidance from those who have.
2. The HTT will appoint one of its trustees as a Project Liaison Trustee (PLT) to work with the APM.
3. The PLT will work closely with the APM, for example by attending meetings, and offer guidance and advice, and act as a channel of communication between the *partner* and the Projects and Programmes committee of the HTT.
4. The PLT will feed HTT guidance to the APM and the *partner*.
5. The APM will convene and manage a team of contributors.
6. The APM will act as an editor and arbitrator as necessary and produce contents which conform to the content and style guidance which the HTT will provide.
7. The APM will liaise with the HTT's Atlas Cartographic Editor (ACE) to ensure that the contents are compiled in a way that is suitable for publication.
8. The APM will have responsibility for managing the agreed budget for the project.

E. Cost of preparation and production of the Work

1. The budget for the preparation and production of the Work will be agreed as part of the project preparation.
2. The *partner* will be responsible for raising the funds necessary to complete the project.
3. The HTA will contribute initial funds to establish the project, but not normally do so beyond the signing of this MoU.
4. The HTT is prepared to act as a 'banker' for funds if it is more convenient to do so and to account to the Charity Commission for those funds.
5. The HTT will advise on fundraising and applications for grants.
6. The HTT will lend its name and support to bids for funding.

F. Responsibility for production and distribution

Note that the HTT works with commercial publishers who produce the volumes, arrange the printing and distribute volumes of the BHTA on its behalf.

1. Overall responsibility for the production and printing of the Work will be with the HTT.
2. The HTT will be responsible for the commercial (wholesale) distribution of the Work. *Partner* and the HTT may distribute copies through other means (e.g. through direct sales at lectures or at other forms of direct public engagement, or for educational purposes) providing the means do not conflict with any agreement for commercial distribution.

F. Distribution of royalties or other income from the sale of the Work

1. Any royalties or income from the wholesale distribution of the Work shall be paid from time to time (usually monthly) by the Work's commercial distributor to the HTT.
2. The HTT and *partner* will keep records (in the form of the number of copies sold and the associated income) of their direct sales of the work.
3. The HTT and *partner* will keep records of any other income which accrues to them from the work (e.g. reproduction fees).
4. All income under 1, 2 and 3 above will be shared equally each year between the HTT and *partner*. To enable this to be done, at each anniversary of the publication of the work both parties will exchange information about sales and income during the previous twelve months. The Hon Treasurer of the HTT and a representative of the *partner* will then agree on the amount which needs to be transferred from one to the other to achieve the required equal apportionment.

G. Logos

1. HTT's and (if appropriate) *partner* name and logo will appear on the Work and associated publicity material, electronic and print, provided that both the HTT and *partner* consider that the Work meets their standards of scholarship and production.

H. Use of extracts, adaptations, archive

1. The use of extracts from the Work by the HTT and *partner* for publicity and marketing purposes, for educational use, for public engagement, or for other uses which accord with the HTT's and *partner's* stated charitable objects will be permitted without needing the approval of the other party.
2. The use of extracts from the Work by the HTT and *partner* in publications whether printed, electronic or in other forms, will be permitted with the written (to include by electronic means) approval of the other party for such uses.
3. As the HTT maintains an archive of its publications and the material used to produce them (currently in the Bodleian Library, University of Oxford), the HTT proposes to deposit in its archive material used to create the Work. The archive will be publically available.

I. Digital versions of the Work

1. The creation of the Work will result in the production of digital files which will have the capability of being updated and enhanced. The HTT will endeavour to provide *partner* with copies of these digital files without charge.
2. The HTT and the *partner* may reach agreement on the use of the digital material created in producing the Work for purposes other than the production of a printed volume. That material may be used for purposes which accord with the charitable aims of the HTT and of the *partner*, such as educational or instructional use.
3. However, the Work may not be disseminated or made available in any form (including electronic and digital) that undermines or is likely to undermine sales of the Work.

J. Reprints, new editions

1. The Work may be reprinted if stock levels at the distributors indicate that it may go out of print and the HTT considers that there is a realistic prospect of selling the

volumes that it reprints. The HTT will bear the cost of any reprint, subject to the recouping of those reprint costs from any income subsequently received from sales. Such income will be used firstly to recoup the cost of the reprint before any royalties are shared with the *partner*.

2. The Work may not be reprinted or reproduced electronically or substantially adapted by either party to this MoU without the written (to include by electronic means) approval of the other party.
3. New editions of the work may be produced by the agreement of the HTT and *partner*.

K. Reversion of rights

1. Should either the HTT or *partner* cease to exist as a Registered Charity or Charitable Incorporated Organisation or in some other recognisable form with similar charitable intentions, all rights in the Work shall revert to the other party to this MoU. The HTT and *partner* will recognise the reasonable change of charitable status or name or succession of the other party provided that its stated charitable objects remain similar.
2. Should either party to this MoU fail to respond to efforts to contact the other party, within one calendar year all rights in the Work will revert to the party seeking contact.

Agreed and accepted

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Date
(Chair, the HTT)
On behalf of the Historic Towns Trust

.....

Date
(Name).....
.....
On behalf of *partner*

.....

Date
(Name).....
.....
HTT Trustee
On behalf of the Historic Towns Trust

.....

Date
(Name).....
.....
On behalf of *partner*