

## MEMORANDUM OF UNDERSTANDING

between

**The Institute of Historic Building Conservation (IHBC)\***

Jubilee House, High Street, Tisbury, Wiltshire, SP3 6HA

and

**Council on Training in Architectural Conservation (COTAC)\*\***

The Building Crafts College, Kennard Road, Stratford, London

E15 1AH

### 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, training and learning environments for conservation practitioners, vocational crafts, specialists and professionals
- promoting good practice in conservation
- influencing legislation and policy affecting the built and 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*

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*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' (Colombo, 1993), 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.*

**The Council on Training in Architectural Conservation (COTAC)**  
Definition: The charitable purposes of COTAC are as follows:

It shall be the object of the council to advance the education and training of all those involved in the protection, preservation, and sustainability of the historic environment, and to provide knowledge in support of training and education in the arts and skills required to protect and preserve it.

In furtherance of the objectives, but not further or otherwise, the council shall have the following aims and powers to:

- a) set, maintain and promote standards for conservation education and training;
- b) develop, produce and promote education and training materials;
- c) collaborate with other organisations, voluntary bodies and agencies with interests in conservation with a view to influencing and promoting relevant issues;
- d) maintain and develop the council's digital resources to ensure their relevance for the sector and the public;

- e) promote courses at all levels in conservation of the historic environment which are relevant and in accordance with recognised criteria;
- f) publish relevant material;
- g) arrange seminars, conferences and participate in exhibitions relating to relevant heritage issues;
- h) provide bursaries and other support for relevant studies and course attendance.

Formed in 1959, the Council's 21st century Objectives are to advance the education and training of all those involved in the protection and preservation of the historic environment that is of cultural, architectural or historical value, and to provide knowledge in support of training and education in the arts and skills required to protect and preserve it.

To advance conservation education and training and support its knowledge base, COTAC will adopt an integrated lay, craft, specialist and professional approach, whilst engaging with a wide range of interested parties to achieve its aims.

As COTAC progresses its Objectives it will adopt, integrate and promote the following key publications, standards and initiatives to underpin its operations and approach:

- ICOMOS Education and Training Guidelines (1993)
- ICOMOS CIF Capacity Building Initiative
- BS7913: 2013 Guide to the conservation of historic buildings

### **3. Areas of mutual co-operation and support**

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

- each body seeks to strengthen its relationship with the other, and, when supporting relevant corporate and charitable objectives, we agree to work in partnership to complement our respective strengths.
- each body encourages its members and supporters to understand, respect and utilise the skills and expertise of the other.
- each will seek to identify common positions with the other on matters of policy and its development
- 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 to members and supporters.

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 agreed additional 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 each organization 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 COTAC: the current Chair

#### **5. Communications**

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

#### **6. Duration and Termination**

The Effective Date of this Memorandum shall be [DAY MONTH YEAR] 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 of 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: <b>The IHBC</b>	For and on behalf of: <b>COTAC</b>
Name:  Position:	Name:  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 in writing in advance of any commitment on an annual basis, or as agreed exceptional circumstances emerge.
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 related 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 organizational 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 governance activity or other relevant organizational information.

**Annex 2**  
**Schedule of mutual activities**

No.	Objectives	Benefit (any costs to be absorbed by each party)
1	Support at least 1 joint meeting of the designated representatives per year.	Input to and feedback from meetings via respective Boards/Trustees.
2	Publish at least 1 lead item per year in <i>Context</i> and a COTAC 'Blog' or article, authored by the other party covering professional and practice issues within their sphere.	Deeper understanding of respective professional and practice interests.
3	At least one circulation of annual conference flier/notice or web-site developments	Opportunity to engage in shared learning experiences creating CPD potential
4	IHBC to lead on developing a Financial Business Plan for COTAC, for timely consideration 'without prejudice' by COTAC's Board of Trustees.	Establish a trajectory to secure a viable and sustainable future for COTAC.
5	COTAC to lead on developing structured online conservation training, educational and CPD opportunities supporting 'ICOMOS-based' learning standards, criteria, and as appropriate accreditation, as referred to above, in line with IHBC's common needs and priorities.	Underpinning efficiencies and opportunities to engage in shared learning standards, within and across the historic and built environment sector.
6	Each offer the others' members/supporters the same discounted rate offered to its own members to attend fee paying conferences, lectures and 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.
7	Encourage communication, collaboration, and support in policy development and	Underpinning opportunities and efficiencies to be gained in shared policy priorities and



	advocacy.	advocacy.
8	'In principle' support funding from IHBC for COTAC's Annual Conference/seminar programme, valued at £500 (with sample planned 2018 conference summarized at Annex 3: 'New technology in the conservation sector').	Underpinning opportunities and efficiencies to be gained in shared policy priorities and advocacy.
9	Preliminary development of a viable 'standard' for 'BIM for Conservation' practice.	Underpinning opportunities and efficiencies to be gained in shared standards.

## **COTAC CONFERENCE 2018: Draft Outline:**

### **The Impact of New Technology on the Building Industry**

Although there is much diversity happening in the new-build construction industry, in the immediate future the impact of its new technologies will have a profound effect that will, inevitably, also influence the built heritage sector. Whilst a number of issues have already emerged requiring change to be implemented, it is inevitable that the pace of this will dramatically increase.

Consequently, the conservation sector, its practitioners, and its skills base will need to develop a greater understanding of what could impact on activities during the planning, construction and post-construction stages of its work. Such influences are likely to come from accelerating developments in technology and their associated consequences.

The aim of the conference will be to investigate current influences with a particular emphasis being placed on what these will mean for the future of the conservation industry sector, its practitioners, and education and training providers.

A possible programme could include the following topics:

#### Background

- Internet of Things

#### The Players

- Related bodies that will influence BIM4Conservation thinking

#### THE BIM Influence

- The imbalance between BIM and BIM4Conservation needs

#### Equipment + Software

- Recent technological developments

#### Here and Now, and Moving Forward

- Where the Conservation sector need to consider

#### Future Training and Educational Requirements

- Related and integrating standards