

Suffolk County Council Archaeological Service,
Bury Resource Centre,
Hollow Road,
Bury St Edmunds,
IP32 7AY
Telephone number: 01284 741228

ARCHAEOLOGICAL ITEMS - TRANSFER OF OWNERSHIP AGREEMENT

Transfer Details:

Archive Depository: Suffolk County Council Archaeological Service

SCCAS office use only					
Site Code:					
Site:					
Site Address:					
Project type:	Monitoring	Evaluation	Excavation	Fieldwalking	Other

Please complete this Agreement and return it to: Suffolk County Council
Archaeological Service, Bury Resource Centre, Hollow Road, Bury St Edmunds, IP32 7AY.

Date of issue:

Landowner's name:

Landowner's company number (if applicable):

Landowner's registered office address:

.....

Telephone Number:

Transfer List:

(Please insert a description of the Finds, the number of boxes and main material composition of the Finds)

The Landowner transfers absolute ownership of the Finds set out in the Transfer List, including all rights of copyright and reproduction held by the Landowner, by way of a gift to Suffolk County Council Archaeological Service under the Terms set out below:

This Agreement has been entered into on the date of last signature by the parties.

For and on behalf of the **Landowner:**

For and on behalf of **Suffolk County Council:**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

ARCHAEOLOGICAL FINDS - TRANSFER OF OWNERSHIP AGREEMENT - TERMS

BACKGROUND

- (A) The Landowner owns the Site on which an Archaeological Project either:
- (i) has taken place;
 - (ii) is currently taking place; or
 - (iii) will take place in due course,
- and is the owner of any Items Collected at the Site during the Archaeological Project.
- (B) The Landowner now wishes to transfer title to those Items described in the Transfer List at page 1 of this Agreement.
- (C) It is understood that the ultimate recipient of the transferred items will be a publicly accessible repository, as defined by the Society for Museum Archaeology (<http://socmusarch.org.uk/publicly-accessible-repositories>).
- (D) Planning guidance requires the physical items recovered during an archaeological project to be made secure and accessible by depositing them with a publicly accessible repository (<http://www.communities.gov.uk/publications/planningandbuilding/nppf>). In cases where the Landowner wishes to retain those items, it is understood that the Landowner will accept responsibility for performing the role of a publicly accessible repository.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following terms shall have the following meanings:

Agreement	this Archaeological Items – Transfer of Ownership Agreement entered into between the Landowner and the Recipient.
Archaeological Project	the programme of work that involves the Collection of archaeological items (including the Items) from the Site.
Business Day	any weekday from Monday to Friday inclusive that is not a public or bank holiday, Christmas Day, or Good Friday.
Collection	the procedure of recovering items from the ground and removing them from the Site for analysis and interpretation. The Transfer List will comprise all collected Items that have been selected for transfer to the Recipient and Collected shall be construed accordingly.
Items	those materials or objects which have been legally recovered during the Archaeological Project and identified for long term preservation, including but not limited to, artefacts, ecofacts and other environmental remains,

manufacturing waste products and scientific samples and which are listed on the Transfer List. Items shown on the Transfer List will comprise the material element of the archaeological archive created during the Archaeological Project.

Landowner

the person or company as specified at page 1 of this Agreement who owns the Site where the Items were found.

**Recipient
Site**

Suffolk County Council Archaeological Service.

Transfer List

the Site Address as specified at page 1 of this Agreement

the list of Items Collected as part of the Archaeological Project which the Landowner will transfer to the Recipient which is prepared in accordance with the process set out in Clause 2.1.

1.2 A reference to a **statute** or **statutory provision** or code or guidance: (i) is a reference to it as amended, extended or re-enacted from time to time; and (ii) shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 The Transfer Details contained at page 1 of this Agreement shall be read in accordance with these Terms.

2. TRANSFER OF OWNERSHIP

2.1 The Landowner will, or will procure that a third party (such as an archaeological contractor or an agent) will arrange for delivery of the Items to the Recipient, at no cost to the Recipient, after prior agreement with the Recipient as to the method, date and time of delivery and shall ensure that the Recipient's reasonable written requirements concerning delivery are complied with.

2.2 Title in the Items will pass to the Recipient upon this Agreement being entered into by the parties. Risk in the items will pass on delivery of the Items to the Recipient in accordance with Clause 2.1. It will be the responsibility of the Landowner to check the Transfer List prior to the Items being delivered to the Recipient to ensure that it still wishes title to all of the Items that are listed on the Transfer List to transfer to the Recipient in accordance with this Clause 2.2.

2.3 Within 28 Business Days of delivery, the Recipient shall report any damaged or missing Items, and Items not detailed in the Transfer List to the Landowner. Should the Recipient fail to report any damaged or missing Items to the Items in accordance with this Clause 2.3, it shall be assumed that that all Items detailed in the Transfer List have been duly received by the Recipient.

2.4 The Recipient reserves the right to refuse to accept Items that are damaged, missing and subsequently delivered, or which are not listed on the Transfer List, or which are presented for delivery otherwise in accordance with the Recipient's requirements (as referred to in Clause 2.1).

2.5 The Recipient shall not acquire or assume any liabilities in relation to the Items under this Agreement.

2.6 The Recipient cannot provide valuations of finds or advice on obtaining valuations to the Landowner.

2.7 The Landowner shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

3. LANDOWNER'S WARRANTIES

3.1 Subject to Clause It is acknowledged by the parties that ownership of certain Items recovered as part of the Archaeological Project may not vest in the Landowner by operation of law (by way of examples, crashed military aircraft and associated items or human remains or items which fall within the statutory definition of treasure) and as such the warranties in Clauses ownership of the Items is exclusively held by the Landowner; to the Landowner will (at its own cost) take all steps which are or may be necessary at any time to cure any defects in the title to the Items to be transferred to the Recipient in accordance with this Agreement; shall not apply to any Items where such ownership does not vest in the Landowner., the Landowner warrants and undertakes to the Recipient, both as at the date of this Agreement and as at the date on which the Items are delivered to the Recipient that:

3.1.1 ownership of the Items is exclusively held by the Landowner;

3.1.2 the Items are free of all charges, encumbrances and third-party rights and no right has been granted in respect of such Items which would affect the Landowner's transfer of title to the Recipient in accordance with this Agreement or otherwise give rise to any conflict with the provisions of this Agreement;

- 3.1.3 the Landowner has the complete and unfettered right to transfer ownership and possession of the Items to the Recipient;
 - 3.1.4 the Landowner will (at its own cost) take all steps which are or may be necessary at any time to cure any defects in the title to the Items to be transferred to the Recipient in accordance with this Agreement;
 - 3.1.5 the Transfer List, be true, complete and accurate;
 - 3.1.6 transfer of ownership applies only to Items legally owned by the Landowner and excludes for example: human remains, items from military crash sites, and treasure which are beyond the scope of this Agreement; and
 - 3.1.7 the Landowner has complied with all of the requirements of the Treasure Act 1996 and all other legislative requirements relating to the Archaeological Project and the Items.
- 3.2 The Landowner will indemnify the Recipient against any and all claims, demands, proceedings, costs, expenses, loss or damage, of whatever nature, which may be made or brought against or incurred by the Recipient arising out of or in connection with any breach of the warranties given by the Landowner in Clause Subject to Clause It is acknowledged by the parties that ownership of certain Items recovered as part of the Archaeological Project may not vest in the Landowner by operation of law (by way of examples, crashed military aircraft and associated items or human remains or items which fall within the statutory definition of treasure) and as such the warranties in Clauses ownership of the Items is exclusively held by the Landowner; to the Landowner will (at its own cost) take all steps which are or may be necessary at any time to cure any defects in the title to the Items to be transferred to the Recipient in accordance with this Agreement; shall not apply to any Items where such ownership does not vest in the Landowner., the Landowner warrants and undertakes to the Recipient, both as at the date of this Agreement and as at the date on which the Items are delivered to the Recipient that:.
- 3.3 It is acknowledged by the parties that ownership of certain Items recovered as part of the Archaeological Project may not vest in the Landowner by operation of law (by way of examples, crashed military aircraft and associated items or human remains or items which fall within the statutory definition of treasure) and as such the warranties in Clauses ownership of the Items is exclusively held by the Landowner; to the Landowner will (at its own cost) take all steps which are or may be necessary at any time to cure any defects in the title to the Items to be transferred to the Recipient in accordance with this Agreement; shall not apply to any Items where such ownership does not vest in the Landowner.

4. DEPOSITION FEE

- 4.1 It is agreed by the Landowner that the Recipient will levy a deposition fee in return for accepting curatorial responsibility for the Items. Any such fee will be calculated by the Recipient according to its own conditions and standards for accepting archaeological archives.

5. GENERAL

- 5.1 This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 5.2 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 5.3 No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 5.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 5.5 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 5.6 Except as expressly provided in this Agreement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement (and any documents referred to in it).

- 5.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 5.8 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England, regardless of the place of execution or performance.
- 6.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.