

This document is dated 28 September this day of 2016

BETWEEN:

1) **UNIVERSITY OF LEICESTER**, incorporated by Royal Charter and registered in England and Wales with company number RC000659, whose registered office is at University Road, Leicester, LE1 7RH ("**the University**"); and

2) **THE RICHARD III SOCIETY**, an unincorporated body, whose principal address is at 23 Ash Rise, Halstead, Essex, CO9 1RD ("**the Society**").

BACKGROUND

A. The parties worked together on a project known as the 'Greyfriars excavation' and the 'Looking For Richard Project' which resulted in the discovery of the remains of King Richard III ("**the Remains**").

B. The University is the proprietor of all rights (including copyright) in and to certain images of the Remains, including without limitation photographs, radiographs, videos, DVDs, flash drives or any other storage and recording media, created both during the Greyfriars excavation, and subsequently including the reburial of the Remains (the "**Images**").

C. The parties have been working collaboratively to ensure that the Remains are treated with respect and consideration, and now desire to formalise their mutual commitment to ensuring that the Images are not subject to derogatory treatment, which includes but is not limited to the use of images of the remains on or in association with souvenirs and / or other commercial merchandise unrelated to teaching or research related materials. Similarly, images will not be permitted for promotional purposes, such as on tee shirts to be worn at scientific and educational events.

D. This document is intended to provide a non-legally binding framework under which the relationship between the parties with regard to the use of the Images will be conducted.

STATEMENT OF CO-OPERATION

1. All rights in the Images belong to the University absolutely. This document does not in any way grant, assign or otherwise transfer any rights in the Images from the University to the Society.

2. In furtherance of the parties' desire to ensure that the Images are treated with respect and consideration and not subject to derogatory treatment the University has agreed that, in circumstances where (i) it receives a request from a third party for permission to use; or (ii) the University itself wishes to use, one or more Image for purposes other than research, education, learning and teaching it will give due consideration to whether or not such use is appropriate bearing in mind the parties' stated desire.

3. In considering whether any proposed use of an Image is appropriate, the University shall seek the Society's opinion as to the same. Such request shall be made to the Chairman and Deputy Chairman of the Society by email with receipt request, and by registered post and as soon as reasonably practicable after the University has received the request from a third party or a proposal from within the University itself to use one or more Images.

4. The University shall not be obliged to consult the Society in respect of any purpose for which the Society has previously been consulted, unless the University has expressly agreed otherwise in writing with regard to a particular purpose, but will nevertheless notify

the Society without undue delay of any use or proposed use of an image or images which the University believes, in its own judgement, as falling within a previous consultation.

5. Where the University seeks the opinion of the Society pursuant to paragraph 3 above, the Society shall provide its response to the University within not more than 10 working days (or such other reasonable timeframe as may be stipulated by the University when making the request, having regard to the urgency of the request). If no response is given within the stated timeframe, it will be considered that the Society has no comment to make.

6. Where the University seeks the opinion of the Society pursuant to paragraph 3 above, and the Society responds to the same within the agreed timeframe, the University shall carefully consider the Society's response when making its decision as to whether or not the proposed use of an Image is appropriate.

7. Subject to paragraphs 3 and 5 above, the parties agree that the final decision as to whether any particular use of an Image is appropriate, and whether or not permission for such use will be granted, rests with the University absolutely and the Society shall have no right to challenge or otherwise dispute any such decision.

8. Further, the University shall not be responsible in any way for failing to consult the Society in respect of any use of an Image where such use was made without the University's permission. The University will inform the Society without undue delay of any such use of an Image that comes to their notice and shall challenge in the normal way if they consider it is appropriate to do so.

9. The parties agree that this document contains the whole agreement between them in respect of its subject matter (namely, the use of the Images) and supersedes all prior arrangements, agreements, promises, statements, representations, assurances, warranties and understandings between them relating to the subject matter.

10. The parties agree that this document is not intended to be a legally binding document and as such neither party will make any claim against or be liable to the other in relation to this document.

11. This document is governed by and construed in accordance with the law of England.

Each party hereby confirms its agreement to the terms contained in this document.


Signed
Authorised signatory for and on
behalf of the University
Name: David Hall.....
Position: Registrar and Chief Operating Officer
Date 28 September 2016.....


Signed
Authorised signatory for and on
behalf of the Society
Name PAUL STONE
Position CHAIRMAN
Date 28 SEPTEMBER 2016