

MEMORANDUM OF GIFT
Telescopes for schools

Between

The Science and Technology Facilities Council ('STFC')

and

.....(**"the School"**)

Background

- STFC has the aim of promoting astronomy in the United Kingdom.
- By working with the Society for Popular Astronomy ('SPA') and the Royal Astronomical Society ('RAS') in connection with International Year of Astronomy 2009, STFC will purchase standard telescopes and gift them to UK schools.
- A number of no more than 1000 telescopes will be allocated by means of an application process.
- Application is conditional upon agreement and signature of this memorandum.
- No guarantee of receiving the gift of a telescope is made by agreement to this memorandum – this will be strictly allocated via the application process organised by the SPA.

The School agrees:

1. That it will abide by the rules of the application process, accepting the SPA's judgement and decision on allocation as final.

If the school is accepted to receive a telescope it agrees:

2. That upon receipt of the telescope it will accept:
 - a. full ownership
 - b. confirm receipt with the SPA
 - c. inspect the telescope and report any transport or other problems to the SPA within 7days
3. To take responsibility for the safe storage and use of the telescope. including the supervision by a competent person and adherence to all safety guidelines.
4. To channel all questions and enquiries regarding receipt, use and other associated issues to the SPA.
5. To make all practical endeavours to promote the use of the telescope with and by students in a structured teaching environment as part of the national effort in supporting science education.

The STFC agrees:

6. That upon the receipt of a telescope ownership passes to the School as an irrevocable gift from STFC, limited to one per school.
7. That it will work with the SPA and RAS to ensure that general support for the use of the telescope and associated projects is made available throughout the Year of Astronomy.

Both parties agree:

8. This memorandum comes into effect upon the date of its signing
9. If any disputes arise on this memorandum (all queries to be initially channeled through SPA) the School and STFC will endeavour, in good faith, to settle the problem. Any dispute which cannot be settled as provided above will be referred to the Telescopes for Schools Steering Group containing representatives from the SPA, the STFC, the UK Astronomy Year, and the RAS.
10. That either party may terminate this agreement up to the point of receipt of a telescope for any reason it feels fit, such termination to be given in writing via the SPA.
11. That nothing in this memorandum creates or will create any partnership or other relationship between them and neither party has any authority to enter into any commitment on the other's behalf.

For and on behalf of the School:

Name of School

Address

Signed _____ Date _____

Name:

Position:.....

For and on behalf of **The STFC**

Signed _____ Date _____

Name: Professor Ian Robson

Position: Director UK ATC (STFC)