

[TO BE TYPED ON THE HEADED NOTEPAPER OF EBAY]

To: [British Museum]
Portable Antiquities Scheme
[Museum, Libraries and Archives Council]
[] ("you")

[Date]

Dear Sirs

This Memorandum of Understanding ("MOU") serves to set out the understanding between eBay International AG ("eBay" or "we/us") and you whereby each of us agrees to act in good faith concerning the establishment and implementation of a notice and takedown procedure to discourage illegal trade in antiquities on eBay. The terms you and we have agreed for this process are set out below.

1. You agree to assist us with the prompt identification of objects that are listed on eBay.co.uk ("the Website") in respect of which you believe with reasonable cause and in good faith that an offence may be or may have been committed under section 8 of the Treasure Act 1996, the Dealing in Cultural Objects (Offences) Act or other relevant legislation), and we agree to comply with the following procedure:
 - 1.1. you will review the relevant categories of the Website on a regular basis;
 - 1.2. where you identify an object in respect of which you believe with reasonable cause and in good faith **from the information contained in the relevant listing** that an offence may be or may have been committed under section 8 of the Treasure Act 1996 or section 1 of the Dealing in Cultural (Offences) Act 2003, or under any other relevant legislation, then you may contact the eBay seller using the Website in accordance with the procedure set out at schedule 1 with a view to you collecting certain information to enable you to ascertain whether there is a reasonable cause for concern that such an offence may be or may have been committed and whether the provisions of paragraph 1.3 should apply.
 - 1.3. where you identify an object in respect of which you believe with reasonable cause and in good faith that an offence may have been or may be committed, you will notify in writing to the Metropolitan Police (Art and Antiques Unit) or the relevant law enforcement authority (the "Authority") and clearly set out (a) details of the object, including its item number as listed on the Website; (b) the relevant legal provisions; (c) the facts insofar as they are known;
 - 1.4. if the Authority believe there to be a reasonable suspicion that an offence has been or may be committed, they will notify us in writing that the matter is under investigation and we will remove the object from the Website in accordance with our existing policies, copying such notice to you. Such notice shall clearly set out (a) details of the object, including its item number as listed on the Website; (b) the relevant legal provisions; (c) the facts insofar as they are known; (d) the action requested; and (e) the authorising officer;
 - 1.5. once a notice has been received from the Authority in accordance with paragraph 1.4 above, the object will be removed from the Website as soon as reasonably practicable and in any event within 48 hours; and

- 1.6. following receipt of notice under 1.4 above and the removal of the object from our Website we agree to send a confirmatory email to the Authority, copied to you, which shall clearly set out the action taken in respect of a notice received from them under paragraph 1.4 above.
2. All notices to be sent to us under this MOU to us shall be addressed to:
 - 2.1. [] at eBay;
 - 2.2. [] at the British Museum; and
 - 2.3. [] at the Museums, Libraries and Archives Council; and
 - 2.4. to such other person as may be notified to us, you and the Authority by another party from time to time.
3. Both you and we acknowledge that to the extent reasonably practical the Metropolitan Police (Art and Antiques Unit) will act as the principal point of contact for issuing notices requesting eBay to take down from the Website listings of archaeological material from the soil of England and Wales. The archaeological community and other interested parties will be encouraged by both parties to register any concerns about specific objects via you in the first instance. These roles will be reviewed by all relevant parties concerned at the end of the term of this MOU.
4. We have based our decision to enter into this MOU on your representation to us that initial review of the eBay site suggested that the number of objects in respect of which you may have reasonable cause for concern that an offence may have been committed or may be committed is likely to be around 2-5 per week.
5. This MOU continues until terminated by either you or us. Either you or we may terminate this MOU at any time, for any reason, by providing written notice to the representative of the other party set out at clause 2 above. Such termination is effective upon receipt by the other party of written notice (including email notice) of such termination.
6. The parties shall meet after three months and thereafter annually to review the content and implementation of this MOU.
7. The parties shall work together and agree a joint press release to announce the signature of this MOU. Prior to any press release or other media information including without limitation any statistics or facts and figures about any party ("Press Release") being issued, the Press Release must be approved by the parties.
8. Nothing contained in this MOU shall be construed, by implication or otherwise, as an obligation on either you or us to enter into any further agreement relating to the subject matter of this MOU. Furthermore, this MOU is a non-binding statement of procedure only and the parties do not intend that they are legally bound to comply with its terms.
9. This MOU shall be governed by and construed in accordance with the law of England and Wales. You and we each irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this MOU.

Please confirm your acceptance of the terms set out in this MOU by signing, dating and returning the enclosed copy of this MOU.

Yours faithfully

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**For and on behalf of
eBay International AG**

Accepted and agreed:-

For and on behalf of the British Museum

Signed: Name:

Date: Title:

Accepted and agreed:-

For and on behalf of the Museums Libraries and Archives Council

Signed: Name:

Date: Title:

SCHEDULE 1

Procedure

Preventing the Illicit Trade in Antiquities on eBay Procedure for Contacting Sellers

1. Wherever possible the Portable Antiquities Scheme (PAS) or the Treasure Section of the British Museum (BM) will contact 'sellers' via contact details that are publicly available (i.e. not via their eBay account).
2. In cases where PAS/BM believe with reasonable cause and in good faith from the information contained in the item listing on eBay that an object may be unreported Treasure (i.e. the object fulfils all the criteria of Treasure, but has no record it has been reported) PAS/BM will contact the seller advising them of their legal obligations.
3. In cases where PAS/BM believe with reasonable cause and in good faith that they have identified an object of potential Treasure but require further information from the seller to confirm this (e.g. the object is gold or silver and 300 years old, but PAS/BM don't know when or where it was found) PAS/BM will contact the seller asking for further information.
4. Where a seller responds to a question, PAS/BM will offer advice as appropriate (i.e. advise them of their legal obligations and offer to help them report the item).
5. Where a seller chooses not to respond or where PAS/BM believe with there is reasonable cause and in good faith for concern that a seller may have failed to report Treasure, and PAS/BM believe that in good faith that an offence will be committed, PAS/BM will forward any information they have about the object to the Metropolitan Police and request the sale is ended (as set out in the Memorandum of Understanding)as appropriate. PAS/BM will not contact the seller again when he chooses not to respond to their first request.