Memorandum of Agreement By and Between the Society for Historical Archaeology and the Advisory Council on Underwater Archaeology.

WHEREAS, The Society for Historical Archaeology (SHA) and the Advisory Council on Underwater Archaeology (ACUA), two affiliated organizations, have enjoyed a long-standing and mutually beneficial association for more than 30 years, and;

WHEREAS, both organizations wish to reaffirm and strengthen this association in order to advance their mutual commitment to encourage responsible cultural resource stewardship, promote the interests of scientific inquiry, and provide for the dissemination of knowledge, and;

WHEREAS, the SHA and ACUA are separately incorporated not-for-profit corporations;

NOW, THEREFORE, the SHA and the ACUA hereby mutually agree to the following;

1. The Chair of the ACUA shall be a Member of the SHA Board of Directors and shall advise the SHA Board on underwater archaeological matters;

2. The SHA and ACUA shall hold their annual meetings concurrently, and each organization shall provide support to the other as mutually deemed appropriate;

3. The SHA and ACUA shall cooperate in the organization of the Annual Conference on Historical and Underwater Archaeology in support of the General Conference Chair, who shall be appointed by the SHA;

4. The Underwater Program Chair for the Annual Conference shall be appointed in consultation with the ACUA;

5. SHA shall support the ACUA in conducting its elections; the ACUA shall independently nominate its candidates;

6. Collaborations between SHA and ACUA shall require the written consent of both organizations;

7. Neither organization shall represent itself as speaking for the other without gaining prior written approval;

8. Any dispute arising out of or relating to the terms of this MOA shall be subject to non-binding mediation or Paragraph 9. The mediation shall be in accordance with the applicable rules of the American Arbitration Association in effect at the time of the dispute. A request for mediation shall be promptly given in writing to the other party and the American Arbitration Association. The parties shall share in payment of the mediator’s fee and any filing fees equally. The mediation shall be held at a mutually agreed location;

9. This MOA shall remain in force until superseded or terminated; either party may terminate this MOA by giving the other party one hundred eighty (180) days written notice thereof.
Signed and sealed this ___29___ day of ___July_______, 2003.

Society for Historical Archaeology

By: ________________________________
Name (print): Julia A. King
Title: President
Date: July 29, 2003

Advisory Council on Underwater Archaeology

By: ________________________________
Name (print): Robert S. Neyland
Title: Chair
Date: ________ July 31, 2003