



Transfer agreement

THIS AGREEMENT is made on the 9th day of September 2015 BETWEEN:

(1) Association for Learning Technology (called “the Association”), a charitable unincorporated association constituted by its members with charity number 1063519

AND

(2) Association for Learning Technology (called “the CIO”) a charitable incorporated organisation, registered number 1160039

WHEREAS:

A The Association is established for the charitable purposes listed in its constitution and carries on its activities at Oxford Brookes University Gipsy Lane Headington Oxford OX3 0BP (called “the Premises”)

B The CIO has been incorporated for the same purposes as the Association and both parties intend by this Agreement (so far as is possible) to transfer the activities, undertakings and property of the Association to the CIO

C The execution of this Agreement was authorised at a general meeting of the Association on the 2nd September 2014 and by the CIO on the 20 August 2015.

IT IS HEREBY AGREED THAT:

1 no price will be paid by the CIO to the Association other than the obligations the CIO undertakes in this agreement

2 the Association will assign to the CIO the benefit of the Lease of the Premises and will obtain a licence to assign the Lease to the CIO from the Lessors

3 the Association assigns to the CIO all debts and contractual rights (including contracts of employment) currently belonging to the Association [and listed in Schedule 1 of this Agreement]

4 If the Association is a party to any agreement the benefit and/or obligations of which cannot be assigned to the CIO under this Agreement, then the Association will use its best endeavours to ensure that any other party to such an agreement agrees to transfer the benefit and/or obligations of it to the CIO. [Such contracts are listed in Schedule 2 to this Agreement.]

5 the Association delivers to the CIO cheques for the credit balance of each Bank account belonging to the Association [listed in Schedule 3 of this Agreement].

6 the Association delivers to the CIO possession of all its assets [as listed in Schedule 4 of this Agreement], and appoints the CIO its agent to collect in and give good discharge for any debt remaining due to the Association after the date of this Agreement

7 the Association will do any other things (including the execution of any documents) as

may be necessary to secure to the CIO the full benefit of this Agreement
8 the CIO undertakes and will perform all existing contractual obligations of the Association (including contracts of employment) and will adopt all its policies and procedures and will indemnify and keep indemnified the Association against all costs, charges, claims, demands, risk and expense incurred by the Association prior to or under the provisions of this Agreement.

AS WITNESS the signatures of the duly authorised representatives of the Association and of the CIO the day and year first before written

SIGNED: _____ Trustee

_____ Trustee

being persons duly authorised by the Association

SIGNED : _____ Trustee

_____ Trustee

being duly authorised by the CIO.

Appendix: CIO transition schedules

SCHEDULE 1 – EMPLOYEES

The Association has no employees.

SCHEDULE 2 – THIRD PARTY CONTRACTS

Names of the parties	Nature of the contract	Date signed	Date due to end	Value
The Association of Learned and Professional Society Publishers	Annual Subscription	01/01/2015	31/12/2015	276.00 including VAT
Circle Interactive	Customer support and maintenance contract for Drupal and CiviCRM software	20/03/2013	ongoing	78.00 monthly including VAT
Civil Society Media	Annual Subscription	01/11/2014	31/10/2015	179.00
Co-Action Publishing	Journal Publication			
Event Assured	Events Insurance	19/05/2015	10/09/2015	954.00
Jane Frankel	Bookkeeping Services	28/05/2014	ongoing	150.00 per day up to 1.5 days per week
National Council for Voluntary Organisations	Annual Membership Subscription	22/03/2015	21/03/2016	357.00
Oxford Brookes University	Office Lease and services including telephone usage, office equipment rental, HR services and payroll services as per the Hosting Agreement	23/5/2005	ongoing	Rent 1013.21 Telephone charges 99.85 ICT Support 31.91 Equipment rental 58.28 HR services 287.12 Payroll varies from £13,500 to £15,000 per month
The Positive Internet Company Ltd	Annual Server Hosting	04/10/2014	04/10/2015	2160.00
The Positive Internet Company Ltd	Domain name registration	20/05/2015	20/05/2017	72.00
The Positive	Annual Multi	23/04/2015	23/04/2016	240.00

Internet Company Ltd	Domaine SSL certificate			
Reed Specialist Recruitment	Recruitment contract for temp staff - Diane Keel	25/07/2014	15/07/2015	14.16 per hour
Shaw Gibbs LLP	Auditors	01/01/2008	8/9/2015	£3000 per audit annually
Simon Fraser University Library	Web hosting and maintenance for 2 OCS sites		Ongoing	£850 per site per year
Towergate MIA	Corporate Insurance	31/01/2013	Renews Annually	£400/year
Towergate MIS	Charity Trustees Liability Insurance	01/02/2013	Renews Annually	£750/year

SCHEDULE 3 – BANK ACCOUNTS

NAME	SORT CODE	ACCOUNT NUMBER
HSBC	40-35-34	23913198
CAF Trustees Reserve	405240	00095256
Co-op	089299	65103227
CAF Gold Deposit Acct	40-52-40	00088012

SCHEDULE 4 – ASSETS

All assets will be transferred.

	Computer Equipment	2014	2015	2016	2017	2018
28/01/2011	Furrate - website development costs	1595.78				
28/06/2012	RM desktop computers and monitors	837.36	348.90			
15/11/2013	Drupal 7 Upgrade	500.00	2000.00	2000.00	1500.00	
13/05/2013	RM desktop computers and monitors	129.30	172.40	172.40	43.10	
14/08/2014	Toshiba Chromebooks with Case		107.59	258.21	258.21	150.62
01/09/2014	Google Nexus Tablet 2 GB RAM		26.25	63.00	63.00	36.75
30/03/2014	Lenovo Thinkpad Tablet Laptop		272.00	326.40	326.40	54.40
Total	Computer Equipment	3062.44	2521.30	2172.40	1543.10	241.77

	Office Equipment	2014	2015	2016	2017	2018
10/12/2014	Bowyers Office Furniture		81.55	978.60	978.60	897.05
23/102/14	Bowyers Office Furniture		3.41	40.94	40.94	37.53
Total	Office Equipment		84.96	1019.54	1019.54	934.58

	Software	2014	2015	2016	2017	2018
28/02/2014	Sage Accounts Professional		183.33	200.00	200.00	16.67