

DATED _____

OXFORDSHIRE COUNTY COUNCIL

and

ABINGDON TOWN COUNCIL

AGREEMENT

**for the provision of Museum Services
to Abingdon County Hall Museum**

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THIS AGREEMENT is made the

BETWEEN:

OXFORDSHIRE COUNTY COUNCIL of County Hall New Road Oxford OX1 1ND (hereinafter called “the County Council”) of the first part; and

ABINGDON-ON-THAMES TOWN COUNCIL of Roysse Court, Bridge Street, Abingdon-on-Thames, Oxon, OX14 3HU (hereinafter called “the Town Council”) of the second part

WHEREAS:

- (1) The Town Council is the owner of certain personal property and artefacts, which is housed at the Abingdon County Hall Museum to maintain as a Museum in the County of Oxfordshire (“the Museum”) or in storage by the County Council at the Oxfordshire Museums Resource Centre
- (2) The County Council has agreed to store the Town Council Museum Collection at the Oxfordshire Museum Resource Centre.
- (3) The County Council are owners of the County Museum Collection.
- (4) The County Council have provided to the Town Council certain personal property and artefacts from the County Museum Collection which may remain in the Museum
- (5) In order to maintain the Museum the Town Council wish to comply with the Museum Standards
- (6) The County Council are empowered to provide museum services in pursuance of their powers contained in the Public Libraries and Museums Act 1964
- (7) In order to enable the Town Council to achieve the Museum Standards the County Council have agreed to provide at the Museum those professional services and that professional support referred to herein during the term of this Agreement including any continuation or extension for the annual total cost which is to be calculated in accordance with the provisions of annual Service Plans, the Service Plan for year one is attached as Schedule 4

Definitions

“**Collections Management System**” means the Heritage Collections IT system used and managed by the County Council known as MODES;

“County Council Data” means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:

- (i) are supplied to the Town Council by or on behalf of the County Council; or
- (ii) the Town Council is required to generate, process, store or transmit pursuant to this Agreement;

“County Museum Collection” means the personal property and artefacts owned by the County Council which may remain in the collection at the Museum as set out in Appendix 1 but may be updated from time to time;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Town Council under this Agreement; and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including Personal Data breach;

“Data Protection Impact Assessment” means an assessment by the County Council of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR (as defined under section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018) and the Data Protection Act 2018 as the same may be amended, as well as any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

“Data Subject”, “Personal Data”, “Data Protection Officer” shall have the same meaning set out in the Data Protection Legislation;

“Data Subject Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“Town Council Museum Collection” means the personal property and artefacts owned by the Town Council and described at Appendix 2 and any or all of those items;

“EIRs” means the Environmental Information Regulations 2004;

“Enactments” means directives, statutes, regulations, orders, judgments of relevant courts of law, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent statute, regulation, order, judgment, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it and references in the Agreement to a specific Enactment shall be construed on this basis;

“Exit Procedure” means the procedure agreed pursuant to clause 7.5 hereof;

“FOIA” means the Freedom of Information Act 2000;

“Force Majeure Event” means any event beyond the reasonable control of the parties including act of God, natural flood, fire lightning or earthquake, war, military operations, act of terrorism or riot;

“Museum” means the Abingdon County Hall Museum in the County of Oxfordshire;

“Museums Association Code of Ethics” means sector specific guidance on ethical practise;

“Museums Association Guidelines” means sector specific guidelines on museum practise;

“Museum Service Manager” means the County Council’s contract supervisor;

“Museum Standards” means the museum standards set out in the accreditation scheme;

“Museum Manager” means the Museum’s contract supervisor;

“Oxfordshire Museums Resource Centre”/“Museum Resource Centre” means the County Council’s museum store and conservation facility at Standlake;

“Privacy Notice” means a notice to Data Subjects complying with and providing all the information required to Data Subjects under Data Protection Legislation.

“Process”, “Processed” and “Processing” shall have the same meanings as set out in the Data Protection Legislation but for the purposes of this Agreement shall include both manual and automatic processing;

“Service Plan” means the plan set out at Schedule 4 for 2026/7 and thereafter to be agreed annually between the parties setting out the services to be provided by the County Council and the annual total cost of the services;

1. **The County Council’s Obligations**

In consideration of the obligations of the Town Council as set out in this Agreement the County Council hereby agrees with the Town Council as follows:-

- 1.1 To prepare by 30 September in each calendar year during the term of this Agreement the Service Plan and the annual total cost as referred to in recital (6) above for each forthcoming financial year to be agreed with the Town Council (acting reasonably)
- 1.2 To carry out those duties as are assigned to it in an agreed Service Plan to comply with the National Standards and Local Policies and Standards referred to in Schedule 1 hereto
- 1.3 To care for and manage the Town Council Museum Collection on behalf of the Town Council, including the safe storage at the Oxfordshire Museums Resource Centre of those parts of the Town Council Museum Collection which are not on display in the Museum
- 1.4 Maintain a policy of insurance with a reputable insurance company in respect of its responsibilities in the provision of the museum services as detailed in the Service Plan including cover for accidental damage to the Town Council Museum Collection.
- 1.5 To allow the provision of access to and the use of artefacts from (with the County Council’s prior consent not to be unreasonably withheld) the County Museum Collection for display purposes at the Museum only
- 1.6 To allow the Town Council (and the County Council’s other two museum partners equally) use of all of the County’s Collection, subject to the County Council’s normal requirements in respect of loans from the collections including notice periods for requests to borrow, which relate to the key themes of the Museum.
- 1.7 As far as resources allow, provide access and help to local groups, societies and individuals requiring information and research on

collections that are relevant to the Abingdon area held in the Oxfordshire Museums Resource Centre

- 1.8 To provide that emergency support referred to in the Museum's disaster plan as drafted at least annually by the Town Council and reviewed and agreed by the County Council.
- 1.9 Maintain and update regularly (at least annually) the County Council's disaster plan and provide to the Town Council for review and agreement in relation to the Town Council Museum Collection within its storage
- 1.10 To pay due regard to the Town Council's copyright and other intellectual property rights in their material ensuring that is not infringed in any way
- 1.11 To provide a contract supervisor who shall be the Museum Service Manager responsible for ensuring the discharge of the County Council's obligations under this Agreement
- 1.12 Not to assign transfer directly or indirectly to any person or persons whatsoever the whole or any part of this Agreement and not to sublet the whole or any part of this Agreement without the prior written consent of the Town Council (such consent not to be unreasonably withheld)
- 1.13 To use its best endeavours to ensure that the County Council's employees sub-contractors and any other person engaged in carrying out this Agreement exercise all due precautions to protect the health and safety of persons who may be involved in or affected thereby of it delivering the Service Plan

2. The Town Council's Obligations

In consideration of the foregoing the Town Council hereby agree to:-

- 2.1 To comply in all respects with the National Standards and Local Policies and Standards set out in Schedule 1 to this Agreement and thereby ensure that the Museum retains the Museum Standards
- 2.2 Pay to the County Council the sum referred to as the total annual cost in recital (7) of this Agreement annually in advance

- 2.3 Ensure that all working areas at the Museum meet the requirements of health and safety legislation
- 2.4 Pay due regard to the County Council's copyright and other intellectual property rights in their material ensuring that these are not infringed in any way
- 2.5 Maintain the Museum's accredited status
- 2.6 Comply with the provisions of the Museums Association Guidelines for museum committee members and the Museums Association Code of Ethics
- 2.7 Continue to operate the Museum's services which are not included or referred to in this Agreement.
- 2.8 Maintain and update regularly (at least annually) the Museum disaster plan and provide to the County Council for review and agreement and to provide that emergency support referred to in the County Council's disaster plan in respect of the Town Council Museum Collection stored by the County Council as drafted at least annually by the County Council and reviewed and agreed by the Town Council.
- 2.9 At the Town Council's expense effect and thereafter maintain a policy of insurance with a reputable insurance company in respect of loss, theft and damage of those artefacts and collections on the premises of the Museum for which the Town Council is responsible namely the County Museum Collection on display at the Museum, Provided that:-
 - 2.9.1 the insurance or indemnity to be arranged by the Town Council pursuant to this clause 2.9 shall provide "all risks" and "nail to nail" cover for a minimum sum of £750,000 or such higher sum as may reasonably be required by the County Council from time to time and notified to the Town Council taking into account any proportionate increase in the value but not conservation costs in respect of the County Museum Collection; and
 - 2.9.2 at the start of this Agreement and each anniversary thereafter and at any other times when demanded the Town Council shall provide the County Council with a copy of the insurance policy then in force together with evidence of payment of the premium due for such policy.

- 2.10 Provide a contract supervisor who shall be the Manager of the Museum, or equivalent, responsible for ensuring the discharge of the Town Council's obligations under this Agreement
- 2.11 Not to assign transfer directly or indirectly to any person or persons whatsoever the whole or any part of this Agreement and not to sublet the whole or any part of this Agreement without the prior written consent of the County Council (such consent not to be unreasonably withheld).

3. Statement of Access to Collections and Standards to the Care of the County Museum Collections

- 3.1 The parties agree that each will use its best endeavours to promote the aims of the statement entitled "ACCESS TO COLLECTIONS AND STANDARDS FOR THE CARE OF THE COLLECTIONS" comprising Schedule 2 to this Agreement but where there is any conflict between the provisions of this Agreement and the aims of that statement then the provisions of this Agreement shall prevail

4. Statement regarding the management and care of the Town Council Museum Collections

Schedule 3 to this Agreement sets out the responsibilities of the County Council for the Town Council's Museum Collections.

5. The Resolution of Disputes

- 5.1 It is hereby agreed that any dispute arising from this Agreement shall for resolution be referred to the respective contract supervisors of the parties referred to in clauses 1.12 and 2.9 of this Agreement (for the time being in either case) acting jointly but in default of agreement of the resolution of such dispute it may be referred by either party to the Museums Association or Museum Development South East who may take such steps as are necessary to help reach an acceptable solution in respect of specialist disputes, in relation to contractual disputes, such disputes may be referred to the Centre for Effective Dispute Resolution (CEDR) for resolution.

6. Resolution of Complaints

The County Council shall make provision in the Service Plan for the determination of complaints raised by third parties. Such provision to be agreed with the Town Council

7. Termination and Review of this Agreement

- 7.1 The term of this Agreement shall be for five years from xxxx and shall continue thereafter from year to year until terminated by either party giving one year's written notice to the other at any time or until such time as the parties agree in writing to any extension continuation variation or renewal of this Agreement
- 7.2 Either party may terminate this Agreement by giving one month's written notice to the other if the other has committed a material breach of this Agreement which has not been remedied within three months from receipt of a written notice requiring such breach to be remedied
- 7.3 Either party may terminate this Agreement immediately by written notice if the other has committed a material breach of this Agreement which is incapable of remedy and recover from the party in such breach the amount of any loss resulting from such breach
- 7.4 Not Used
- 7.5 The parties agree that within 4 (four) months of commencement of this Agreement they will agree an Exit Procedure to apply upon termination or expiry of this Agreement. The Exit Procedure will be kept under review for the term of this Agreement and updated from time to time
- 7.6 Without prejudice to the above either party (for the purposes of this clause "the first party") may terminate this Agreement by notice in writing such notice to have effect from the date specified therein and recover from the other party (for the purposes of this clause "the second party") the amount of any loss resulting from such cancellation if the second party shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement or any other contract with the first party or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the first party or if the like acts shall have been

done by any person employed by it or acting on its behalf (whether with or without the knowledge of the second party) or if in relation to any contract with the first party the second party or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010, Prevention of Corruption Acts 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under the Prevention of Corruption Acts 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

8. Best Value

- 8.1 The parties acknowledge that they are both subject to the duty ("the best value duty") imposed by part 1 of the Local Government Act 1999 at their own respective cost. Both parties shall comply with the provisions of this clause and shall undertake or refrain from undertaking such actions as the other might reasonably request to enable such other party to comply with its best value duty

9. Data Obligations

- 9.1 The parties shall comply with their obligations under the Data Protection Act 2018
- 9.2 Each party shall act only on the other's instructions when processing personal data received from the other party and shall act in accordance with the provisions of Schedule 4 Information Governance.
- 9.3 The parties shall provide each other with such information as they may each reasonably require to satisfy themselves that they are both complying with the obligations referred to in this clause
- 9.4
- 9.4.1 The County Council will exercise its best endeavours to ensure the accuracy of any data recorded or shared or entered into the Collections Management System 'MODES' in carrying out its obligations under this Agreement. The data held in that system shall be the property of the owner of the objects to which it relates.
- 9.4.2 All data held in any computer system operated under this Agreement must immediately on termination of this Agreement be

made available on request to the party to whom it originally belonged

10. Superseding Agreement

- 10.1 The parties agree that this Agreement supersedes any previous agreements between them relating to the provision of museum services and further agree that any extension continuation variation or renewal to this Agreement must be in writing and signed by their respective duly authorised representatives

11. Third Party Rights

- 11.1 Except as provided by clause 11.2, the Contracts (Rights of Third Parties) Act 1999 has no application whatsoever to this Agreement

12. Applicable Law and Jurisdiction

- 12.1 The Agreement and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales

13. Freedom of Information

- 13.1 The parties acknowledge that both are subject to the FOIA and EIRs and will supply to each other all information properly required in connection with any request received by either party under the FOIA or the EIRs and shall supply all such information and documentation at no cost to the other party within 7 days of a request.
- 13.2 The parties acknowledge that each other may be required under the FOIA and/or the EIRs to disclose information without consulting or obtaining consent from the other. Each party shall take reasonable steps to notify the other of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the party in receipt of the request shall be responsible for determining in its

absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.

- 12.3 Each party may publish this Agreement in its entirety to the general public (but with any information which is exempt from disclosure under the FOIA and/or the EIRs redacted).

14. Equal Opportunities

- 14.1 Both parties agree to comply with the Equality Act 2010 in relation to this Agreement and the provision of services at the Museum.

15. Health and Safety

- 15.1 Both parties agree to comply with the Health and Safety at Work Act 1974 in relation to this Agreement and the provision of services at the Museum.

16. County Council Data and Security Requirements

- 16.1 The Town Council acknowledges that the County Council Data is the property of the County Council and the County Council hereby reserves all intellectual property rights which may subsist in the County Council Data.
- 16.2 The Town Council shall not delete or remove any proprietary notices contained within or relating to the County Council Data.
- 16.3 The Town Council shall not store, copy, disclose, or use the County Council Data except as necessary for the performance by the Abingdon County Hall Museum of its obligations under this Agreement or as otherwise expressly authorised in writing by the County Council.
- 16.4 To the extent that County Council Data is held and/or processed by the Town Council, the Town Council shall supply that County Council Data to the County Council or any party acting on the County Council's behalf to deliver services similar to the Service Plan as requested by the County Council. The Town Council shall take all actions necessary to ensure that it can legally comply with this obligation.

- 16.5 The Town Council shall take responsibility for preserving the integrity of County Council Data and preventing the corruption or loss of County Council Data.
- 16.6 The Town Council shall ensure that any system or media on which it holds any County Council Data, including back-up data, is a secure system that complies with the County Council's written instructions.
- 16.7 All County Council Data shall be stored in a useable format to ensure that the Town Council can on termination or expiry of this Agreement deliver all County Council Data, unless the County Council requests destruction of the County Council Data. Where the County Council Data is delivered to the County Council it shall be delivered in such usable format as the County Council may reasonably specify, or in the case of IT data, in Common Data Interchange Format (CIF) unless otherwise specified by the County Council.
- 16.8 If the County Council Data is corrupted, lost or sufficiently degraded as a result of the Town Council's default so as to be unusable, the County Council may:
- a. require the Town Council (at the Town Council's cost and expense) to restore or procure the restoration of the County Council Data and the Town Council shall do so as soon as practicable but not later than five working days from the corruption, loss or degradation; and/or;
 - b. itself restore or procure the restoration of the County Council Data and shall be repaid by the Town Council any reasonable costs and expenses incurred in doing so.
- 16.9 If at any time the Town Council suspects or has reason to believe that the County Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Town Council shall notify the County Council immediately and take such remedial action as the County Council shall reasonably require or as may be necessary to preserve, safeguard or restore the County Council Data and keep the County Council informed of all remedial action taken.

16.10 The Town Council shall comply with all relevant County Council policies where the Town Council has access (remote or otherwise) to any systems or equipment of the County Council.

16.11 Where the Town Council access the County Council's ICT systems, it must comply with all instructions and guidance issued by the County Council from time to time relating to the Town Council's access and use (remote or otherwise) of the County Council's ICT systems and ensure all staff are made aware of this obligation. The Town Council must ensure that it has a comprehensive training system in place for all staff, including induction procedures and regular awareness sessions related to information sharing protocols.

16.12 The Town Council shall permit the County Council, or its nominated agent, to access the Town Council's premises to test its data security measures and its compliance with this Condition 16.

17. No Agency/Employment/Partnership

17.1 Nothing in this Agreement shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the County Council and the Town Council and the Town Council shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the County Council and nor shall the Town Council hold itself out as having authority to bind the County Council and shall ensure that staff do not hold themselves out likewise

18. Business Continuity and Force Majeure

18.1 The County Council shall ensure it has appropriate business continuity arrangements in place to deliver the Service Plan without disruption and shall implement such arrangements in the event of any Force Majeure Event, emergency, disaster or other circumstance which affects the ability of the County Council to provide the services.

18.2 If either party is affected by a Force Majeure Event it shall immediately notify the other party in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of any relevant change of circumstances whilst such Force Majeure Event continues.

- 18.3 The party affected by the Force Majeure Event shall take all reasonable steps available to it to minimise the effects of the Force Majeure Event on the performance of its obligations under the Agreement.
- 18.4 Save as provided in Conditions 18.6 and 18.7, a Force Majeure Event shall not entitle either party to terminate the Agreement and neither party shall be in breach of the Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to a Force Majeure Event.
- 18.5 If the party affected by a Force Majeure Event fails to comply with any of its obligations under Conditions 18.1, 18.2 or 18.3 above then no relief for the Force Majeure Event, including the provisions of Condition 18.4 above, shall be available to it and the obligations of each party shall continue in force.
- 18.6 If a Force Majeure Event results in the suspension of the provision of the Service Plan, the Town Council shall not be obliged to pay the annual fee until such time as such suspension has ceased. If the provision of the Service Plan is partly suspended, the Town Council shall pay a pro rata amount for those services it has received.
- 18.7 If in the County Council's reasonable opinion a Force Majeure Event results in disruption to more than 50% of the Service Plan provided and such disruption continues for a continuous period of a month or longer, the County Council shall be entitled to terminate the Agreement on giving one week's notice to the Town Council with termination taking effect upon the expiry of such notice.

19. Variations to the Agreement

- 19.1 No variation to the Agreement shall have any effect unless it is made in writing and signed on behalf of the County Council and the Town Council

20. Records, Monitoring and Review

- 20.1 Subject to Condition 20.6 below the parties shall maintain comprehensive and accurate records of work carried out in the provision of the Service Plan and shall retain such records and County Council Data for a minimum of six (6) years from the date of termination or expiry of the Agreement or such longer period as may be required under any legislation or such other period as specified by the County Council.
- 20.2 If and when required by the County Council any County Council Data held under or in connection with the Agreement must be securely destroyed and/or permanently deleted unless otherwise required by law.
- 20.3 The County Council shall retain staff records for six (6) years following the last day staff are engaged in providing the Service Plan or such longer period as may be required under any legislation.
- 20.4 The Town Council shall provide the County Council with access to all County Council Data upon request.
- 20.5 The parties shall provide and supply to the other at no cost such other information or access to such information (including their policies and procedures) as the other may reasonably request as to the provision of the Service Plan and the performance of the each party's obligations under the Agreement and render the other party all reasonable assistance in connection with their monitoring and review.
- 20.6 The each party shall permit the other, or its nominated auditor, to access the other party's premises and records on reasonable notice in order to audit the Agreement.
- 20.7 The County Council's Museum Service Manager shall liaise with the Museum Manager on all day-to-day matters relating to the Agreement.
- 20.8 Reviews shall be carried out in as agreed between the parties.

21. Liability

- 21.1 The parties agree that the County Museum Collection are provided to the Town Council without any warranty of quality or fitness for any particular purpose.
- 21.2 The liability of either party to the other for any breach of this Agreement, for any negligence, or arising in any other way out of the subject matter of this Agreement, will not extend to any indirect damages or losses nor to any loss of profits, loss of revenue, loss of business, loss of data, loss of contracts or opportunity, whether direct or indirect.
- 21.3 Nothing in this Agreement shall limit or exclude either party's liability for
- 21.3.1 death or personal injury resulting from its negligence; or
- 21.3.2 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 21.4 Subject to clause 21.2, the Town Council shall indemnify the County Council for any losses, costs, fees, claims, demands and liabilities (**Claims**) arising out of or in connection with this Agreement or the Town Council's possession of the County Museum Collection always provided that:-
- 21.4.1 the Town Council shall have no liability under this indemnity for any Claims which arise as a direct result of a negligent act or wilful misconduct of the County Council.

22. Local Government Reorganisation (LGR)

- 22.1 The parties acknowledge that the County Council is undergoing LGR and that this Agreement will need to be transferred/novated to one of the new authorities formed via LGR. The County Council will provide the Town Council as much notice as possible of the required transfer/novation and the Town Council agrees to enter into any such required documentation to effect such transfer/novation as required.

AS WITNESS the hands of the parties have been set the day and year first before written.

For and on behalf of the Town Council : For and on behalf of the County Council :

SIGNED by [*name*]

Signature

Position

SIGNED by [*name*]

Signature

Position

SCHEDULE 1
The National Standards
Current versions apply

Standards in the Care of Museum Collections

SPECTRUM 5.1 (Collections Trust)

Code of Ethics 2015 (Museums Association)

Located publicly on the Collections trust website and Museum Association website

The Local Policies and Standards

Museum Collections Development Plan –2023-2028

Museum Service Forward Plan 2023-2028

County Council's Health and Safety Policy 2023

SCHEDULE 2

ACCESS TO COLLECTIONS & STANDARDS FOR THE CARE OF THE COUNTY

COLLECTIONS

1. This statement aims to establish and clarify
 - a. The Town Council's "rights of access" to the County Museum Collection
 - b. the standards for the care of the County Museum Collection
2. The County Museum Collection is managed by the County Council's Museum Service Manager with specialist conservation staff and curators.
3. Professional staff from the County Council service and representatives from the Museum of Oxford and the Museum meet quarterly to consider acquisitions to and disposals from the County Museum Collection. All acquisitions and disposals are governed by the Collections Development Policy.
4. The County Museum Collection is used as a collective resource and the County Council's service's three partners (the Museum of Oxford, Banbury Museum and Gallery and the Museum) have equal access to the material. The County Council's Service's collections team staff have a specific responsibility for particular sections of the collection including the Curator of Archaeology; the Curator of Social History and the use of the collections is by agreement with the collections team and final decision by the Museum Service Manager.

Documentation:

5. Documentation and registration procedures aim to meet SPECTRUM 5.1 standards and are defined in detail in the current Collections Development Plan. A part time Registrar maintains inventories of the Collection – with the assistance of County Council service collections team who must inform the registrar of all object movements or take responsibility for updating locations themselves. All documentation records are currently held on a MODES database. The documentation system records ownership of each individual item.

Standards for the Care of the County Museum Collection:

The County Council Museum Service practises a policy of involvement of Collections Team staff in all aspects of collections management. Conservation staff work closely with curators in all the museums to deliver on-going and targeted conservation support in accordance with planned activities and developments. A conservator also carries out a planned programme of work on the reserve collections in store in order to enable wider access to these collections.

6. Our conservation principal objectives are:
 - a. to ensure stability and long-term preservation of the collection on display, in storage or in transit;
 - b. to retain the quality of the object through preventive conservation strategies and remedial conservation;

- c. to enhance the understanding of the object through examination of material and technological make up;
 - d. to present the collection in an aesthetic and authentic condition.
7. Conservation activities follow the standards and procedures set out by the British Standard B/560 - Conservation of tangible cultural heritage and following ICON guidance (Institute of Conservation)

Responsibility:

- 8. The County Council is responsible for the setting and maintaining of standards for collection care in order to safeguard its collections (and collections belonging to others who have placed their collection in our care) in store and on display.
- 9. The Museum's museum management team is responsible for the day to day on site management of the museum of the collection to ensure an adequate level of care and the safekeeping of collections on its premises.
- 10. Preventive and remedial conservation of these collections are the responsibility of the County Council's specialist conservation staff. The County Council will ensure that access to conservation advice and support will be readily available where practicable.
- 11. Access to the reserve County Museum Collection is provided by agreement. The County Council service provides access to loans to the Museum for both display in the Museum's permanent displays and for shorter term exhibitions:
 - i. Permanent display loans: Parts of County Museum Collections are loaned for permanent displays at the Museum and are detailed in an annual inventory on request. Every year a refreshed inventory shall be provided and attached on request as appendix to the annual service schedule
 - ii. Short term loans: Short terms loans are governed by the OMS Loans Policy including minimum notice period for short term loan requests and credit/acknowledgements. The nature of the access is governed by the conservation requirements of the material.
- 12. The Town Council must ensure adequate insurance is provided for items the subject of both types of loans.
- 13. The County Council is responsible for the packing and transport of any loans from the Oxfordshire Museum Resources Centre. The Town Council is responsible for the packing and transport of any loans to the Oxfordshire Museum Resources Centre to standards agreed by the County Council unless otherwise agreed.

14. The Town Council is required to acknowledge the ownership by the County Council of the County Museum Collection loans in publicity or social media as c/o the Oxfordshire Museum Service
15. The Town Council must seek permission from the County Council before reproducing images or graphic representations of any part of the County Collection. Any licensing use is only made by prior agreement with the County Council.
16. The County Council collections staff in cooperation with the Museum's museum management team may seek to obtain additional external funding for specific conservation projects wherever possible.

Standard Collection Care:

17. The minimum requirements for the care and conservation for the County Museum Collection consist of the following:
 - Annual monitoring and evaluation of museum and storage environment leading to improvements of environment to be undertaken by the County Council
 - Regular monitoring of object condition locally by the Town Council, leading to improvements and stability of objects through remedial conservation where necessary by the County Council.
 - A regular display cleaning routine to be undertaken locally by the Town Council team and by agreement with the County Council team.
 - County Council conservation input into temporary exhibitions.
 - Annual training for Town Council staff in aspects of preventive conservation and disaster planning.
18. Conservation audits: Conservation audits are carried out annually at all museum galleries displaying museum collections in the County Council's care. Audits are carried out on an ongoing and rotating basis at the Museums Resource Centre, Standlake.
19. Environmental monitoring: Environmental monitoring is carried out continuously at all County Council sites and is evaluated regularly by conservation staff. Regular reports about the quality of the museum environment are prepared for consultation with the Town Council's Management Team.
20. Object maintenance: Cleaning of objects and immediate display environment is carried out by conservation staff on an annual basis. This should be supported by a regular and effective cleaning regime carried out by appropriately trained and supervised gallery staff.
21. Pest Management: Checks and monitoring are carried out to prevent potential pest infestations in cooperation with museum staff. Conservation staff will advise on, carry out or instigate appropriate treatments if necessary.

22. the Town Council's management team must report the movement of any part of County Museum Collection to the registrar.
23. Disaster planning: the County Council will provide conservation support in the event of a disaster: two days of conservation staff time; followed by further support if necessary at cost.

Planning and Development:

24. The welfare of collections is a central consideration in all planning and developmental projects.
25. All aspects of conservation and collections care are taken into account for new acquisitions and disposals.
26. Conservation has an input into planning and implementation of any museum development.
27. Conservation will support developmental projects through advice, input into funding applications and practical support, agreed in advance and at cost.

Care of Reserve Collections:

28. County reserve Collections comprising some 112,000 archaeology and social history items are housed at the Oxfordshire Museums Resource Centre, a purpose-built collections store.
29. The environment: The building is designed to maintain a stable environment of 45%RH at 20C accommodating only gradual seasonal fluctuations. For objects such as metals and textiles there are four tightly controlled sensitive stores.
30. The facilities: Collections management facilities comprise a large well - equipped conservation laboratory and workshop, documentation office and research/education room.
31. Access to the collections: a Collections Team member will support enquiries regarding access to the collections through advice on suitability of material, condition checks and preparation for and provision of transport.
32. Collections maintenance: Audits and cleaning routines are carried out regularly. Incoming material is checked and acclimatised as necessary.
33. Remedial conservation: Remedial conservation is carried out on newly acquired material as necessary, on deteriorating material as identified in regular audits and on material to be displayed in permanent or temporary exhibitions. All work is carefully documented and recorded and follows the principles of reversibility and minimal intervention. Conservation treatment also places an emphasis on examination of material and technological make up in order to enhance the understanding of the object and make recommendations for further study and research.

SCHEDULE 3

OMS management and care of the Town Council Collections

1. This statement sets out the responsibilities to be undertaken by the County Council to ensure the care and management (including documentation) of the Town Council Museum Collection as set out in Appendix 2 which may be updated from time to time. Every year an annual schedule of services and fees will be provided to the Town Council to confirm the services to be delivered in the forthcoming financial year. Every year a refreshed inventory of the Town Council Museum Collection under the care of the County Council shall be provided on request and attached as appendix to the annual service schedule.
2. Management and documentation: The County Council will undertake annual audits of collections on site at the Museum and in store at the Museum Resource Centre. The County Council maintains up to date information in its Collections Management System MODEs.
3. Care: the County Council shall undertake preventative conservation measures including object cleaning. The County Council shall undertake pest management and environmental assessments.
4. Storage: The County Council will provide storage for the Town Council Museum Collection not on display at the Museum. The storage adheres to the same standards of care for the County Collections. The County Council provides insurance cover for the collections on its sites.
5. Access: The County Council will enable and facilitate reasonable access by the Town Council and museum staff to the Town Council Museum Collection stored at the Oxfordshire Museum Resource Centre as required. The County Council will enable reasonable public access to the Town Council Museum Collection stored on their benefit at the Museum Resource Centre where practicable.

SCHEDULE 4
Annual Schedule of Services FY 2026/27

Access to Oxfordshire Museums Service Collections

- Preferred partner status gives the Town Council priority access to the collections owned by the county and those relating to the history of the Abingdon and surrounding areas., i.e. collections in storage and new accessions.
- An inventory of objects currently on loan from Oxfordshire Museum Service to the Town Council is available upon request.

Collections maintenance

- Annual audit and maintenance of an inventory of objects currently cared for by Oxfordshire Museum Service on behalf of the Town Council.
- Conservation advice to address environmental effects and to verify establish records for future audits.
- Updating object records in response to changes, e.g. condition, location, hazards or additional handling and display information.

Documentation

- Access to MODES/licences etc
- Records management
- Maintenance of documentation on site & in store/logging movements etc

Materials

- Contributions to packing/storage materials for new collections
- Improvement/replacement packaging for items in store
- Packaging etc for objects in transit
- Materials associated with any works undertaken to objects on display/pest traps etc.

Storage

- Secure and environmentally controlled storage at the Museum Resource Centre for objects currently not on public display at the Museum.
- Provision of access to the collections in store as required.

Other

- By agreement, provision of training on basic collections care to museum staff and volunteers provided by the Oxfordshire Museum Service team

FY 2026/2027 total fee for services: £17,243.99 exc. vat

SCHEDULE 5
INFORMATION GOVERNANCE

1. Protection of Personal Data

- 1.1. The only Processing that the Town Council is authorised to do is listed by the County Council in the table below and may not be determined by the Town Council.
- 1.2. The Town Council shall, in relation to any Personal Data Processed in connection with its obligations under this Agreement Process that Personal Data only in accordance with this Schedule, unless the Town Council is required to do otherwise by an Enactment, in which case, it will notify the County Council before carrying out such Processing.
- 1.3. The Town Council shall notify the County Council immediately if it considers that any of the County Council's instructions infringe Data Protection Legislation.
- 1.4. The Town Council shall provide all reasonable assistance to the County Council in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the County Council, include:
 - a) a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - b) an assessment of the necessity and proportionality of the Processing operations in relation to the Museum Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.5. Without prejudice to any other provisions of the Agreement, the Town Council shall not authorise any third party or sub-contractor to Process the Personal Data without the prior written consent of the County Council and should such consent be given, it shall not relieve the Town Council from any liability or obligation under the Agreement and the Town Council shall be responsible for the acts, omissions, defaults or neglect of any sub-contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Town Council. The Town Council shall ensure that in relation to Personal data, such sub-contractor or third-party processor is under contractual obligations which are no less protective than the data protection requirements set out in the Agreement. The Town Council shall provide the County Council with such information regarding the sub-contractor as the County Council may reasonably require.

1.6 The Town Council shall in Processing pursuant to this Agreement, ensure that it takes all appropriate technical and organisational security measures to protect against a Data Loss Event having taken into account the:

- a) nature of the data to be protected;
- b) harm that might result from a Data Loss Event;
- c) state of technological development; and
- d) cost of implementing any security measures

and the Town Council shall provide to the County Council such information as the County Council may reasonably require to satisfy itself that the Town Council is complying with the obligations referred to in this clause 1.6. The County Council shall be entitled to reject on reasonable grounds any technical, organisational and security measures employed by the Town Council, provided that failure to reject such measures shall not amount to approval by the County Council of such measures.

1.7 The Town Council must exercise its best endeavours to ensure the accuracy of any Personal Data Processed in carrying out its obligations under the Agreement and that where necessary such Personal Data is kept up to date.

1.8 The Town Council shall not Process or otherwise transfer any Personal Data in or to any country outside the United Kingdom unless the prior written consent of the County Council has been obtained and:

- a) the Town Council has provided appropriate safeguards in relation to the transfer in accordance with Data Protection Legislation;
- b) the Data Subject has enforceable rights and effective legal remedies;
- c) the Town Council complies with the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- d) the Town Council complies with any reasonable instructions notified to it in advance by the County Council with respect to the Personal Data.

It shall be the responsibility of the Town Council to produce satisfactory evidence of compliance with this clause 1.8 during the term of this Agreement.

1.9 The Town Council shall take reasonable steps to ensure the reliability and integrity of any staff who have access to the Personal Data and ensure that:

- a) all staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with all the Town Council's obligations with respect to Personal Data, including the confidentiality undertakings under the terms of this Agreement;
- b) staff do not Process Personal Data except in accordance with this Agreement;

- c) staff are subject to appropriate confidentiality undertakings with the Town Council or any sub-contractor used by the Town Council;
 - d) none of their staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the County Council or unless otherwise permitted under this Agreement; and
 - e) staff have undergone adequate training in the use, care, protection and handling of Personal Data.
- 1.10 The Town Council shall ensure that Data Subjects are provided at first point of contact with a Privacy Notice and where Processing is based on consent of Data Subjects, ensure that such consent is obtained before any Processing commences.
- 1.11 The Town Council shall notify the County Council immediately if it becomes aware of a Data Loss Event or if it receives:
- a) a Data Subject Request concerning any aspect of the processing or handling of that person's Personal Data;
 - b) a request to rectify, block or erase any Personal Data;
 - c) a complaint, request or communication relating to the County Council's obligations under the Data Protection Legislation;
 - d) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Agreement; or
 - e) a request from any third party for disclosure of Personal Data where compliance with such request is required or is purported to be required by any Enactment.
- 1.12 The Town Council's duty to notify the County Council under clause 1.11 shall include the provision of further information to the County Council in phases, as details become available.
- 1.13 The Town Council's shall provide the County Council with full cooperation and assistance in relation to any complaint or request made in relation to either party's obligations under Data Protection Legislation including by providing:
- a) the County Council with full details of the complaint, communication or request;
 - b) such assistance and information as is reasonably requested by the County Council to enable the County Council to comply with a Data Subject Request within the timescales required by the County Council;
 - c) the County Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the County Council);

- d) assistance as requested by the County Council following any Data Loss Event.
 - e) such assistance as requested by the County Council with respect to any request from the Information Commissioner's Office, or any consultation by the County Council with the Information Commissioner's Office.
- 1.14 The Town Council shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule.
- 1.15 The Town Council shall permit the County Council or the County Council's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Town Council's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the County Council to enable the County Council to verify and/or procure that the Town Council is in full compliance with its obligations under this Agreement.
- 1.16 The Town Council shall comply with any further written instructions given by the County Council with respect to processing and any such further instructions shall be incorporated into this Schedule.

2. Data Processing Table

Description	Details
Type of Personal Data	Name, address and phone or email contact of donor of acquisitions
Duration of the processing	This data is held in perpetuity
Categories of Data Subject	Object donors, i.e. individuals who gift objects to the museum collection
Nature of the processing	We collect this data as part of the history of the object and only for historical reference. The contact would only be used for a specific reason relating to the object and not for any other purpose.
Plan for return and destruction of the data once the processing is complete	The data is held for perpetuity as part of the object's record. The information is held securely in our Collections Management System, is not published and is only accessible by certain members of museum staff.

3. Policies and Procedures

- 3.1. The Town Council must have in place at the commencement date and throughout the term of the Agreement:
- a) internal records of its data processing activities;
 - b) policies and procedures for data protection compliance;
 - c) specific staff training relating to data protection; and
 - d) a documented system for the handling of security incidents and close calls ('near misses')
- 3.2. The Town Council will co-operate with the monitoring of such obligations on an annual basis and will notify the County Council immediately of any data protection issues and security incidents within its organisation.
- 3.3. The Town Council will uphold the highest standards in safeguarding Personal Data, and specifically will:
- a) ensure that information governance/data security is a key component of both the induction and on-going training programmes;
 - b) not allow staff to use their own personal equipment to store County Council Data;
 - c) provide staff with appropriate means and guidelines for keeping any personal information they are required to store outside of the office securely;
 - d) ensure that equipment holding Personal Data is kept secure;
 - e) have procedures in place to ensure immediate reporting to the County Council of any security related incidents and to ensure that full and prompt cooperation can be given to the County Council in the investigation of such incidents.
- 3.4. If required by Data Protection Legislation, the Town Council shall appoint a qualified Data Protection Officer, or where not required, allocate responsibility for data protection to a named senior member of staff who has responsibility for information governance in their organisation. This person will:
- a) develop information governance within the Town Council's organisation;
 - b) complete and submit an annual position statement to the County Council by end of April each year, to include an information governance improvement plan for the coming 12 months; and
 - c) draft and implement policies, procedures and guidance to ensure that the above information governance best practice is adopted.

Appendix 1 (separate excel file)

Inventory of County Museum Collections on loan to the Town Council

Appendix 2: (separate excel file)

Inventory of the Town Council Collections stored by the County Council at the
Museum Resource Centre