



**LANCASTER  
CITY COUNCIL**

*Promoting City, Coast & Countryside*

**INDIVIDUAL CABINET MEMBER AND OFFICER DELEGATED DECISIONS**

**MONDAY, 27 JULY 2020**

Please find enclosed Decision Notice in connection with the following:

**ICMD3      King's Own Royal Regiment Museum Agreement (Pages 2 - 27)**

Please note that this is subject to call-in.

**Queries regarding these documents**

Please contact Liz Bateson, Democratic Services - email [ebateson@lancaster.gov.uk](mailto:ebateson@lancaster.gov.uk).

Democratic Services,  
Town Hall,  
Dalton Square,  
Lancaster,  
LA1 1PJ

Published on MONDAY, 27 JULY 2020



*Promoting City, Coast & Countryside*

**EXECUTIVE DECISIONS TAKEN BY CABINET PORTFOLIO HOLDER  
NOTICE OF DECISION**

<b>TITLE OF DECISION:</b> <b>King's Own Royal Regiment Museum Agreement</b>			
<b>NAME OF DECISION TAKER:</b>	COUNCILLOR JEAN PARR		
<b>POSITION AND RESPONSIBILITY HELD:</b>	PORTFOLIO HOLDER FOR ARTS, LEISURE, CULTURE AND TOURISM		
<b>CONTACT OFFICER:</b>	CAROLYN DALTON		
<b>TELEPHONE:</b>	07920 758006		
<b>E-MAIL:</b>	cdalton@lancaster.gov.uk		
<b>Details of Decision:</b> To approve that Lancaster City Council enters into the proposed agreement with the King's Own Royal Regiment Museum Trustees for the management and operation of the King's Own Royal Regiment Museum and the collections owned by the King's Own Royal Regiment Museum Trustees.			
<b>Reasons for the decision:</b> The previous agreement of 1996 has been declared unfit for purpose by the Arts Council. In order to retain the Accredited status of the King's Own Royal Regiment Museum a Service Level Agreement needs to be entered into.			
<b>IS THE DECISION URGENT</b> No PLEASE DELETE AS APPROPRIATE AND GIVE REASONS FOR URGENCY BELOW:			
I CONFIRM THAT I HAVE BEEN CONSULTED ON THE ABOVE DECISION AND THAT IT IS URGENT AND REASONABLE IN ALL THE CIRCUMSTANCES. (IN ACCORDANCE WITH SECTION 17 OF THE OVERVIEW & SCRUTINY PROCEDURE RULES) SIGNATURE OF THE OVERVIEW & SCRUTINY CHAIRMAN: N/A			
I confirm that I have taken account of the options proposed by officers, the various implications set out in the report and the comments of the Monitoring and Section 151 Officers and am authorising the decision as set out above.			
<b>SIGNATURE OF DECISION TAKER:</b>	Cllr Jean Parr		
<b>DATE:</b>	27.7.20		
<i>THIS SECTION TO BE COMPLETED BY DEMOCRATIC SERVICES</i>			
		<b>REF NO.</b>	ICMD3
<b>DATE DECISION TAKEN:</b>	27.7.20	<b>DATE RECEIVED BY DEMOCRATIC SERVICES:</b>	27.7.20
<b>DATE DECISION PUBLISHED:</b>	27.7.20	<b>IMPLEMENTATION DATE ( publication day + 5 working days):</b>	4.8.20

## Lancaster City Council | Report Cover Sheet

<b>Meeting</b>	<b>INDIVIDUAL CABINET MEMBER DECISION</b>	<b>Date</b>	27.7.20
<b>Title</b>	King's Own Royal Regiment Museum Agreement		
<b>Report of</b>	Director for Economic Growth & Regeneration		
<b>Purpose of the Report</b>			
To approve that Lancaster City Council enters into the proposed agreement with the King's Own Royal Regiment Museum Trustees			
<b>Key Decision (N)</b>	<b>N</b>	<b>Date of Notice</b>	<b>N/A</b>
		<b>Exempt (Y/N)</b>	<b>N</b>

### Report Summary

To outline the proposal for entering into a new agreement with the King's Own Royal Regiment Museum Trustees around the Council's management of their collection and use of that collection for display in the King's Own Royal Regiment Museum.

### Recommendations of Councillor Jean Parr

To approve that the City Council enters into the proposed agreement with the King's Own Royal Regiment Museum Trustees

### Relationship to Policy Framework

This agreement relates to the delivery of the Corporate Plan

### Conclusion of Impact Assessment(s), where applicable

<b>Climate</b>	<b>Wellbeing &amp; Social Value</b>
<b>Digital</b>	<b>Health &amp; Safety</b>
<b>Equality</b>	<b>Community Safety</b>

This agreement clarifies and puts on a more detailed footing the arrangement by which the King's Own Royal Regiment Museum and its collection operates within the City Museum, so the impact assessment is unchanged

### Details of Consultation

- The King's Own Royal Regiment Museum Trustees have been fully consulted and have participated fully in drawing up the agreement
- The Accreditation advisor at the Arts Council has been consulted
- Legal Services, Information Governance, the Head of Economic Development and the Curator of the King's Own Royal Regiment Museum have been consulted.

### Legal Implications

Legal Services have been consulted on the drafting of the agreement

<b>Financial Implications</b>	
<p>The main changes financially to the current arrangement between Lancaster City Council and KORR is that the Council will retain income raised, previously kept by KORR. It is not envisaged that this will be a significant amount and spend will be in consultation with Trustees of KORR.</p> <p>City Council contribution to media coverage and staff resources are not expected to change or incur any additional costs.</p>	
<b>Other Resource or Risk Implications</b>	
<p>This agreement has no further implications for HR, Information Services, Property and Open Spaces than occur at present. The Information Officer was consulted in drawing up the agreement.</p>	
<b>Section 151 Officer's Comments</b>	
<p>The s151 Officer has been consulted and has no further comments to add</p>	
<b>Monitoring Officer's Comments</b>	
<p>The Monitoring Officer has been consulted and has no comments to make</p>	
<b>Contact Officer</b>	Carolyn Dalton
<b>Tel</b>	07920 758006
<b>Email</b>	cdalton@lancaster.gov.uk
<b>Links to Background Papers</b>	
<p>Agreement between Lancaster City Council and the King's Own Royal Regiment Museum Trustees J:\Museums\KORR Museum\Service Level Agreement_FINAL</p>	

## 1.0 Introduction

- 1.1 In 1996 the City Council entered into the current agreement with the King's Own Royal Regiment Museum Trustees regarding the management and operation of the King's Own Royal Regiment Museum and its collections
- 1.2 The Arts Council have declared that the current agreement is no longer fit for purpose for an Accredited Museum and so a new agreement along the lines of a Service Level Agreement is required in order to retain Accredited status for the King's Own Royal Regiment Museum.

## 2.0 Proposal Details

- 2.1 To approve that the City Council enters into the proposed agreement with the King's Own Royal Regiment Museum Trustees for the management and operation of the King's Own Royal Regiment Museum and the collections owned by the King's Own Royal Regiment Museum Trustees.
- 2.2 The agreement will fully outline the responsibilities of each party, the City Council and the King's Own Royal Regiment Museum Trustees and also outline the future working relationship e.g. the Council's responsibility for curating and caring for the collections, a joint responsibility for developing a Collections Development Policy and for identifying disposals and loans out. The ultimate responsibility for disposals and loans out belonging to the Trustees.
- 2.3 The agreement fully outlines how any costs, charges and revenue are to be allocated and administered

- 2.4 The agreement is due to be reviewed in 5 years time, but can be terminated by either party by giving 2 years notice.

#### 4.0 Options and Options Analysis (including risk assessment)

<b>Option 1:</b> To approve entering into the agreement
<b>Advantages:</b> Fit for purpose agreement. Maintenance of Museum Accreditation
<b>Disadvantages:</b> City Council have to give 2 years' notice to dissolve the agreement
<b>Risks:</b> Agreement does not operate as envisaged by current parties
<b>Option 2:</b> Retain current agreement
<b>Advantages:</b> No further action required
<b>Disadvantages:</b> Loss of Accredited status, Loss of ability to apply for some grants
<b>Risks:</b> Reputational risk of failing to become Accredited. Loss of funding source from the Arts Council

#### 4. Officer Preferred Option (and comments)

4.1 The officer preferred option is Option 1 that the City Council enters into the proposed agreement with the King's Own Royal Regiment Museum Trustees for the management and operation of the King's Own Royal Regiment Museum and the collections owned by the King's Own Royal Regiment Museum Trustees in order to allow the smooth running of the Museum and the maintenance of Museum Accreditation.

DATED

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**SERVICE LEVEL AGREEMENT**

between

**Lancaster City Council**

and

**The Trustees of the King's Own Royal Regiment Museum**

DRAFT

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<p>Unless specifically stated otherwise, all standards shall be deemed to relate to the Museum Accreditation Scheme or an appropriate national successor scheme. The retention of Accreditation status shall be the overall responsibility of the Council, except to the extent that such retention entails major expenditure or capital works outside the terms of this agreement, in which case both parties shall discuss the issue and apportion costs. ....</p>	
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This agreement is dated [DATE]

## Parties

- (1) Lancaster City Council of Town Hall, Dalton Square, Lancaster LA1 1PJ ( the “Council”)
- (2) (the “Trustees”)

## BACKGROUND

- (A) The Council provides a museum service in the Lancaster District (the “Service”)
- (B) The Trustees are Individual Trustees of a Declaration of Trust dated the (the “King’s Own Royal Regiment Museum Trust”) being a trust for, inter alia, the preservation of the regimental collection (the “Collection”) and a detailed inventory of the Collection is set out in a the Accessions Register(s)
- (C) The Trustees wish to obtain the Service to house the Collection and the Council wishes to provide the Service on the terms set out in this agreement.

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1 Definitions.

**Accreditation;** the scheme for Museum Accreditation currently operated by the Arts Council for England

**Applicable Laws:** all applicable laws, statutes, regulations [and codes] from time to time in force.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Collection:** means the collection /items belonging to the King’s Own Royal Regiment Museum Trustees as detailed in the Accessions Registers

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Council's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Council to the Trustees and used directly or indirectly in the supply of the Service including any such items specified in Schedule 1 but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Trustees.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and [neighbouring and] related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Museum :** the museum of the King's Own Royal Regiment

**Service:** the Service as set out in Schedule 1.

**SPECTRUM:** The museum documentation guidelines as produced by the Collections Trust

**Trustees:** the Trustees of the King's Own Royal Regiment Museum Trust

**Trustees Materials:** all documents, information, items and materials in any form, whether owned by the Trustees or a third party, which are provided by the Trustees to the Council in connection with the Service.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes email
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.12 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.13 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Commencement and duration**

- 2.1 This agreement shall commence on **[[DATE]]**
- 2.2 The Council shall provide the Service to the Trustees in accordance with this agreement **[from [DATE]].**

## **3. Council's responsibilities**

- 3.1 The Council shall use reasonable endeavours to manage the Service in accordance with this agreement in all material respects and to cooperate with the Trustees in respect of the service delivered for the KORR Museum.
- 3.2 The Council will not reasonably withhold consent to any plans that the Trustees have to develop the operation of the Trust.

- 3.3 The Council shall undertake the curation of the Collection and operational running of the Museum so that the Museum meets Accreditation standards for Collections and Users, including working to SPECTRUM guidelines.
- 3.4 The Council will work with the Trustees to develop a Collections Development Plan for the KORR collection that the Trustees will then adopt as their own. Items for addition to the collection or for disposal from the collection to be jointly agreed upon and in line with the Collections Development Policy but with the final decision resting with Trustees.
- 3.5 The Council will work with Trustees to develop a joint Development Plan for the KORR Museum and this will then work as part of the overall museum service forward plans.
- 3.6 The Council shall manage all elements of Loans In to the KORR Museum displays as these will not form part of the KORR Museum collection and shall be at the discretion of the Council.
- 3.7 The Council shall manage all elements of Loans Out from the KORR Museum collection, but these loans will be a joint decision with the Trustees taking the final decision.
- 3.8 The Council shall manage the Museum and Collection as a part of its wider museum service.
- a) The Council will be responsible for recruiting and training all staff and volunteers
  - b) The Council will be responsible for managing all staff and volunteers
  - c) All staff and volunteers will hold suitable qualifications/experience for their position
  - d) All staff and volunteers will undergo a DBS check (at enhanced level), where required
- 3.9 The Council shall use reasonable endeavours to ensure that satisfactory arrangements exist for the preservation and safeguarding of the Collection.
- 3.10 The Council shall allow the Trustees to inspect the Collection from time to time to enable the Trustees to ensure compliance with this agreement.
- 3.11 The Council shall display the Collection or such part or parts of it they see fit in a defined area (KORR Museum) of the Lancaster City Museum or such other place or places as mutually agreed with the Trustees and in such a manner as it shall time to time decide (provided always that the Collection is displayed in such a manner that the public interest is served).
- 3.12 To ensure that the Collection shall be used for legitimate and ethical purposes only, as defined by the Museums Association's Code of Ethics.
- 3.13 When commissioning conservation work on the KORR Museum collections the City Council will use qualified conservators.
- 3.14 Will create a reserve account for the exclusive support of the KORR Museum into which all funds raised through the direct use or reproduction of the collections will be transferred. For the avoidance of doubt this will not include general retail items specifically purchased for sale

through the shop, which will belong to the Council. Any donations to the KORR Museum that are not payments for products or services provided under the Council's responsibilities as defined in this Agreement (such as talks or delivery to schools) will belong to the Trustees.

- 3.14 Will provide a Council email address for the KORR Museum and store all data on the Council server.

**4. Trustee's obligations**

4.1 The Trustees shall:

- (a) co-operate with the Council in all matters relating to the Service and its development;
- (b) work with the Council to allow the KORR Museum to be closed or re-located for a defined period of time if the City Museum is being closed for refurbishment or major structural works or if there is a major health & safety matter that requires the closure. The Trustees shall not reasonably withhold their consent or cooperation to any plans of the Council to develop its services.
- (c) give written notice to the Council of the appointment or retirement of any person to or from their body
- (d) work with the Council to ensure that the KORR Museum meets Accreditation Standards for Governance
- (e) ensure that the Trust's constitution is fit for purpose for Accreditation.
- (f) Work with the Council to develop a joint Development Plan for the KORR Museum and this will then work as part of the overall museum service forward plans. Trustees will be expected to undertake responsibility for delivering elements of this plan.
- (g) provide to the Council in a timely manner all documents, information, items and materials in any form (whether owned by the Kings Own Royal Regiment Museum Trust or third party) required under Schedule 1 or otherwise reasonably required by the Council in connection with the Service and ensure that they are accurate and complete
- (h) work with the Council to ensure that all health and safety and security requirements that apply to any items in the Collection are known and observed
- (i) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Council to provide the Service.
- (j) continue to acquire items connected with the Kings Own Royal Regiment Museum Trust by gift, bequest or purchase for placing with the Collection.
- (k) provide funds for any additions to the Collection, which will then become the property of the KORR Museum Trust.
- (l) provide a Trustee with delegated responsibility to approve additions to the Collection and also Loans Out, all such additions and Loans Out to be with the agreement of the Council.

- (m) work with the City Council to produce, review and refresh a Collections Development Policy for the KORR Museum collection using the Collections Trust template. The KORR Trustees will then formally adopt that Policy as their own. Items for addition to the collection or for disposal from the collection to be jointly agreed upon and in line with the Collections Development Policy but with the final decision resting with Trustees.
- (n) where this curation to Accreditation standards involves an annual expenditure of over the agreed limit as outlined in Schedule 1 to provide the funds for any mutually agreed additional expenditure. This for e.g. conservation, collections storage or software
- (o) raise funds to support the redisplay of the KORR museum, acquisitions, collections care and management work, training specifically related to the running of a military history museum and other related expenditure.
- (p) continue to fund the KORR Museum website
- (q) be responsible for the providing a current valuation of the museum collection that the Council can use for insurance purposes and informing the Council is they consider any items to be underinsured

**5. Non-solicitation**

- 5.1 Trustees shall not, without the prior written consent of the Council, at any time from the date of this agreement to the expiry of 6 months after the termination of this agreement, solicit or entice away from the Council or employ or attempt to employ any person who is, or has been, engaged as an employee, of the Council in the provision of the Service.

**6. Charges**

- 6.1 The Council reserves the right to apply reasonable charges as it sees fit

**7. Intellectual property rights**

- 7.1 In relation to the Collection:

- (a) the Trustees and its licensors shall retain ownership of all Intellectual Property Rights in the Collection, excluding the Council's Materials;
- (b) the Trustees grant the Council, or shall procure the direct grant to the Council of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to copy and modify the Collection (excluding the Council's Materials) for the purpose of displaying and promoting the Collection, responding to enquiries and raising funds.
- (c) the Council shall not sub-license, assign or otherwise transfer the rights granted in clause 7.1(b):

7.2 In relation to the Council's Materials, the Council shall retain ownership of all Intellectual Property Rights in the Council's Materials.

**8. Compliance with laws**

8.1 In performing its obligations under this agreement, the Council shall comply with the Applicable Laws

**9. Standards**

Unless specifically stated otherwise, all standards shall be deemed to relate to the Museum Accreditation Scheme or an appropriate national successor scheme. The retention of Accreditation status shall be the overall responsibility of the Council, except to the extent that such retention entails major expenditure or capital works outside the terms of this agreement, in which case both parties shall discuss the issue and apportion costs.

**10. Parties Representatives**

The Council and the Trustees will each appoint a contact officer.

a) The role of the Council's contact officer is to:

- Be the initial point of contact within the Council for the Trustees
- To have initial discussions about the direction and delivery of service provision, including potential projects, fundraising and other joint working
- To update on the delivery of the service business plan as relevant to the KORR Museum
- Inform the Trustees of any issues which may have an effect on the implementation of the service provision in this Agreement
- Provide information, advice and support to the Trustees as reasonably required
- Set up regular meetings with the Trustees contact officer
- Inform the Trustees of any change in the Council's contact officer

b) The role of the Trustees' contact officer is to update the Council on

- a major change to the KORR Museum Trust's financial budget
- a change to the Trust's constitution
- to have initial discussions about the direction and delivery of service provision, including potential projects, fundraising and other joint working
- a change in the Trust's contact officer
- planned developments of the Trust

The parties' contact officers will be for the Council, such persons as the Council appoints at its absolute discretion, but would normally be the Museums Manager of the Council and for the KORR Museum Trustees, the Chair of the Trustees or their representative.

**11. Data protection**

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, both the Council and the Trustees are joint data controllers. The scope, nature and purpose of processing by the Council, Lancaster City Museums and the KORR Museum Trust the duration of the processing and the types of personal data and categories of data subjects are set out in their respective Privacy Policies
- 11.3 Without prejudice to the generality of clause 11.1, the Trustees will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Council for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, the Council shall, in relation to any personal data processed in connection with the performance by the Council of its obligations under this agreement:
- (a) process that personal data only on the documented written instructions of the Trustees unless the Council is required by Applicable Laws to otherwise process that personal data. Where the Council is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Council shall promptly notify the Trustees of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Council from so notifying the Trustees;
  - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Trustees, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and Service, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
  - (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and



- (d) not transfer any personal data outside of the European Economic Area unless the prior written consent of the Trustees has been obtained and the following conditions are fulfilled:
  - (i) the Trustees or the Council has provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) the Council complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
  - (iv) the Council complies with reasonable instructions notified to it in advance by the Trustees with respect to the processing of the personal data;
- (e) assist the Trustees, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Trustees without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Trustees, delete or return personal data and copies thereof to the Trustees on termination of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Trustees or the Trustees designated auditor and immediately inform the Trustees if, in the opinion of the Council, an instruction infringes the Data Protection Legislation.

11.5 The Trustees do not consent to the Council appointing any third party processor of Personal Data under this agreement.

## **12. Confidentiality**

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 10; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

### **13. Insurance**

13.1 The Council will maintain insurance cover in respect of its own legal liability for individual claims on the KORR Museum collection and displays. This insurance cover should be identical to the cover obtained for the museum collections. The limits and exclusions in this clause reflect the insurance cover the Council has been able to arrange and the Trustees are responsible for making their own arrangements for the insurance of any excess loss. The Trustees are responsible for the professional valuation of the collection.

13.2 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Service Act 1982 (title and quiet possession).

### **14. Termination**

14.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

14.2 Without affecting any other right or remedy available to it, the parties may terminate this agreement by giving 24 months written notice to each other for whatever reason.

14.3 Without prejudice to clause 14.2 earlier termination on agreed terms may be permitted by mutual consent.

**15. Consequences of termination**

15.1 On termination or expiry of this agreement:

- (a) the Council shall, within a reasonable time, return all of the Collection to the Trustees. If the Council fail to do so, then the Trustees may enter the Council's premises and take possession of the Collection. Until they have been returned or repossessed, the Council shall be solely responsible for their safe keeping;
- (b) the following clauses shall continue in force: clause 1 (Interpretation), clause 5 (Non-solicitation), clause 7 (Intellectual property rights), clause 12 (Confidentiality), clause 15 (Consequences of termination), clause 19 (Waiver), clause 21 (Severance), clause 23 (Conflict), clause 27 (Governing law) and clause 28 (Jurisdiction).

15.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

15.3 In the event of termination both parties shall co-operate in all reasonable ways to ensure a smooth hand over.

**16. Force majeure**

16.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident; and
- (g) interruption or failure of utility service.

16.2 Provided it has complied with clause 16.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any

such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

16.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event , notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 8 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 2 weeks' written notice to the Affected Party.

17. **Assignment and other dealings**

17.1 This agreement is personal to the Trustees and the Trustees shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

17.2 The Council may at any time assign, or deal in any other manner with any or all of its rights under this agreement

18. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. **Waiver**

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. **Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. **Severance**

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2 If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. **Entire agreement**

22.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

22.3 The Schedules will be renewed and updated from time to time as required and with the agreement of both parties.

22.4 The entire agreement will be reviewed every 5 years.

23. **Conflict**

21.1. If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

21.2 Any material dispute between the parties shall be passed to the Museums Association or the Arts Council (or successor body).

24. **No partnership or agency**

24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. **Third party rights**

25.1 Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

26. **Notices**

26.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

26.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address; and

(b) if sent by pre-paid first-class post or next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

26.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

**Schedule 1    Service Details**

**Shop Sales and Stock**

All new shop stock will be purchased by the Council, however the Council acknowledges the expertise of the Trustees in the area of military history and will look to consult them where appropriate.

Old stock will be purchased by the Council as required and by agreement with the Trustees.

Any income raised through retail within the City Museum/VIC shall belong to the City Council and be retained within its general museums budget for the overall running of the museum.

**Events, Exhibitions and Talks**

Any minor displays of the Collection (under 40 objects) will be curated solely by the Council's museum service and the Trustees will be kept informed.

Any displays of the Collection of over 40 objects will be led by the Council's museum service. It will be determined at the start of the project whether the Trustees wish to be involved, timescales, who will be involved and their role. If the Trustees concerned are unable to meet the requisite timescales then the Council will proceed in order to deliver the service.

Any major redisplay of the KORR museum will be led by the Council's museum service in full partnership with the Trustees. Any plans to be agreed by both parties and should also be based on consultation with users and non-users of the current regimental museum as appropriate and aim to develop new and existing audiences.

**Collections Care**

Any expenditure on collections care for the KORR Museum above £500 in the year will be supplemented by the Trustees as required and with their agreement.

**Research and Enquiries**

The Council will provide access to the Collection for researchers.

The Council will respond to all enquiries regarding the Collection. The Council may ask the Trustees to respond to assist with responding to enquiries regarding the history of the Regiment.

It is acknowledged that the Council's capacity to respond to researchers and enquirers may be limited at times, and that the Council will not be able to respond to all enquiries without the assistance of the Trustees or volunteers.

With the agreement of the Trustees, the Council may suspend the provision of this service in order to undertake important work e.g. on the KORR Museum Collection.

## **Day to Day Operational matters**

Decisions about day to day matters will be at the sole discretion of the Council

The Council shall have regard to the requirements of the Health and Safety at Work Act, 1974 and any other Acts, Regulations, Directives or Orders etc about health and safety

## **Website/Social Media/ Marketing**

Communications and planning on behalf of the Museum will be delivered by the Council, working in partnership with the Trustees.

The Trustees are the registered owners of their own Facebook page and Website, but these are administered by the Council.

## **Fundraising**

The Trustees will fundraise for projects that have been jointly agreed with the Council. Any methods of fundraising will be agreed with the Council in order to avoid conflicting strategies and to maximize return.

## **Parties' Representatives**

The City Council's nominated representative and the Chair of the KORR Museum Trustees will work to ensure that there is a good working relationship between the parties and that there will be regular meetings between them, ideally at least six a year.

KORR Museum Trust: Robin Ashcroft, Chair of Trustees

Council's Museum Manager: Carolyn Dalton, Museums Manager, Lancaster City Council  
[cdalton@lancaster.gov.uk](mailto:cdalton@lancaster.gov.uk)



**Schedule 2 Charges**

There are currently no charges for admission or for responding to enquiries.

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

LANCASTER CITY COUNCIL

in the presence of:

.....

Authorised Signatory

Signed as a deed by [NAME OF TRUSTEE] in the presence of:

.....

[SIGNATURE OF Trustee]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS OF WITNESS]

Signed as a deed by [NAME OF TRUSTEE] in the presence of:

.....

[SIGNATURE OF Current Trustee[s]]

.....[SIGNATURE OF WITNESS]

[NAME, ADDRESS OF WITNESS]

Signed as a deed by [NAME OF TRUSTEE] in the presence of:

.....

[SIGNATURE OF Trustee]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS OF WITNESS]

Signed as a deed by [NAME OF TRUSTEE] in the presence of:

.....

[SIGNATURE OF Trustee]

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS OF WITNESS]

Signed as a deed by [NAME OF TRUSTEE] in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS OF WITNESS]

Signed as a deed by [NAME OF TRUSTEE] in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS OF WITNESS]

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