

Joint Archive Service - Inter-Authority Agreement

This Agreement made this day of 2022 between:

Bournemouth, Christchurch and Poole Council (“BCP”) whose principal place of business is Town Hall, Bourne Avenue, Bournemouth, BH2 6EB of one part

and

Dorset Council (“DC”) whose principal place of business is County Hall, Colliton Park, Dorchester DT1 1XJ of the second part

together the ‘parties’.

Background

- A. At the date of this Agreement, DC is the Principal Council responsible for the custody of archives for the county of Dorset under the provision of Section 224 of the Local Government Act 1972 (“the 1972 Act”).**
- B. This service was governed by the Agreement for Archive Services between Dorset County Council, Bournemouth Borough Council and Poole Borough Council dated 5 February 1997 (the First Agreement).**
- C. Under the terms of the 1972 Act and the Bournemouth, Dorset and Poole Structural Changes Order 2018 the two unitary councils of BCP and DC were created and assumed responsibility as unitary authorities for their respective areas on 1 April 2019.**
- D. By virtue of Section 101 of the 1972 Act local authorities may make certain arrangements for the discharge of any of their functions and by virtue of Section 1 of the Local Authorities (Goods and Services) Act 1970, a local authority and any other public body may enter into agreement for the provision of certain services.**
- E. The parties agree that, from the date of this Agreement, the First Agreement shall be terminated and the parties shall operate joint arrangements for the discharge of the Service in accordance with the terms of this Agreement. This Agreement underwrites the wish of the parties to continue the Service as a joint endeavour.**

1. Definitions

1.1. For the purposes of this Agreement the following words shall have the following meanings:

Agreement	means this agreement including all schedules and related documents;
Archive Assets	means the collections of historically significant documents and other assets which is stored and managed by DC, but which are owned either by DC or by BCP and described in Schedule 7, also referred to as Archives or Archive Collections.

Assets	means all assets, both physical and intellectual, associated with the delivery of the Services but excluding the Archive Assets.
Authorised Officer	means the officer appointed by a party to be the main point of contact for that party in respect of this Agreement and to undertake the actions described in clause 10. The Authorised Officer for DC is: [Lisa Cotton, Head of Customer, Libraries and Archives] The Authorised Officer for BCP is: [Matti Raudsepp, Director – Customer and Business Management] names and roles may change as required and instructed by either party.
Costs of the Services	has the meaning given in Schedule 4;
Data Protection Legislation	has the meaning given in Schedule 7;
JAB	means the Joint Archives Board as described in clause 4 and Schedule 5
Freedom of Information Legislation	the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (<i>SI 2004/3391</i>) plus any subordinate legislation made under these from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Function	means the function as described in Schedule 1;
Transition Period	Means the final 12 months of the Term of this Agreement howsoever it is terminated.
JAS	Joint Archive Service
Services	means the services as described in Schedule 2;
Term	has the meaning given in clause 3.1;

2. Scope of Agreement

2.1. In exercise of the powers contained within Section 101 of the 1972 Act and Section 1 of the 1970 Act, BCP and DC hereby arrange that the Services required for the discharge of the Function shall be provided by means of a joint arrangement in accordance with the conditions herein.

3. Period of the Agreement

3.1. This Agreement shall commence on the date of this agreement and continue until terminated in accordance with the terms of this Agreement (the Term).

3.2. Either party may terminate this Agreement, by serving written notice of no less than 36 months to take effect on the 31 March of any year.

3.3. If a termination notice is served prior to the fifth anniversary of the date of this Agreement, a lump sum payment shall be paid by the terminating party. This payment shall cover the costs of the non-terminating

party directly associated with the termination, providing the non-terminating party has taken all reasonable steps to mitigate these costs.

3.4. Either party may terminate the Agreement by giving 12 months written notice where the other party has committed a material breach of this Agreement and has not rectified this in accordance with the directions of the Joint Archives Board.

4. Joint Board for Archive Service [Governance and Terms of Reference – Schedule 5)

4.1. There shall be Joint Archives Board to oversee this Agreement and the work of the JAS. The board will consist of relevant senior officers and councillors drawn in equal numbers from both parties.

5. Services to be provided

5.1. DC undertakes to host and manage archive Services in a professional, cost-effective and business-like manner in accordance with such appropriate or relevant statutory or regulatory standards, including but not limited to; Archives Accreditation, the Public Records Acts (1958 and 1967), Data Protection Legislation and Freedom of Information Legislation in accordance with the terms of this Agreement.

5.2. The JAS will be managed in accordance with the best current professional practices and will constantly seek to improve and change where opportunity exists to increase the quality and value for money of the service. The JAS will where possible be benchmarked against other services of its type to ensure that it continues to meet appropriate standards and cost efficiency.

5.3. DC shall administer and host the provision of what they consider to be appropriate facilities, central support services and business management as are reasonably required for efficient and proper delivery of the Services in the discharge of the Function.

5.4. DC will provide sufficient storage for archives of an appropriate and standards-compliant type on behalf of both parties.

5.5. The Services shall be provided within cost limits and budgets agreed annually by the parties. In this respect the Joint Archives Board shall recommend budgets annually to the parties and DC shall submit to BCP such estimates, statements and other information as may be reasonably required by the relevant financial officers of BCP.

6. Joint Archives Service: Establishment

6.1. DC shall establish a suitably resourced structure and employ persons of professional experience, ability and skills for the proper provision of the Services in discharge of the Function and shall be responsible for all terms and conditions of employment of such persons. Notwithstanding any transfer of any such staff that would otherwise take place by means of a Statutory Transfer Order made within the framework of the Local Government Act 1992 such staff shall continue to be employed by DC.

6.2. Schedule 1 identifies the functions to be deployed by DC in the provision of the Services in discharge of the Function.

6.3. The JAS will develop any case for change and make recommendations to the Joint Archives Board in respect of any establishment changes, staff developments, growth requirements or restructuring proposals as and when required. Where changes will require an increase in budget above that set out in the budget agreed in accordance with clause 5.4, the proposed budget increase shall be referred to each party for approval. Such change shall only be implemented once approved by both parties.

7. Assets and Archive Assets

- 7.1. All Assets together with rights and liabilities that is for the time being made available for the use of DC in providing the Services in the discharge of the Function shall continue to be made available and used notwithstanding the possible transfer of ownership pursuant to the provisions of the Local Government Changes for England (Property Transfer and Transitional Payment) Regulations 1995.**
- 7.2. All Archive Assets shall remain in the ownership of the party who committed them (via deposit or transfer) to the Service.**

8. Payments

- 8.1. In consideration of the delivery Function and Services by DC, BCP shall pay DC the sums calculated in accordance with the provisions of Schedule 4 as they fall due.**
- 8.2. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties and taxes. Should any VAT or other duties or taxes be due or become payable in respect of such sums, it shall be payable in addition to such sums.**

9. Policies and procedures

- 9.1. In providing the Services and in the discharge of the Function under this Agreement on behalf of the parties, DC shall conform to such policies and procedures as may be recommended by the Joint Archives Board and approved by DC and BCP's appropriate committees and shall secure that the Services provided will enable the Function to be discharged on an integrated basis.**
- 9.2. The Service Manager for Archives and Records shall regularly report on the provision of the Service to the Joint Archives Board.**

10. Communication

- 10.1. The parties shall each appoint an Authorised Officer as the prime points of contact for the purposes and rights and powers conferred by this Agreement upon each party. Each party will immediately inform the other of any change in the Authorised Officer .**
- 10.2. The parties shall agree from time to time and operate procedures through the Authorised Officers for the coordination of service planning, access and delivery and for monitoring and the execution of this Agreement.**
- 10.3. For the avoidance of doubt the parties declare that in the discharge of the Function (including any investigation into maladministration) all reasonable assistance and access at all reasonable times to information, documentation and data shall be provided on a reciprocal basis.**
- 10.4. The records of the Joint Archives Board (agenda papers, minutes etc) will be published on the relevant section of DC's website. Wider information about the JAS – its activities, collections, terms of access and services to the public will be communicated through a wide range of digital and social media.**

11. Freedom of Information and Data Protection

- 11.1. The parties acknowledge that they are each subject to the requirements of the Freedom of Information Legislation, and they shall:**

11.1.1. provide all necessary assistance and cooperation as reasonably requested by the other party to enable the other party to comply with its obligations under the Freedom of Information Legislation;

11.1.2. transfer to the other party all requests for information relating to that other party as soon as practicable and in any event within 2 Working Days of receipt;

11.1.3. provide the other party with a copy of all information belonging to that party requested in the request for information which is in its possession or as soon as reasonably practicable.

11.2. DC shall be responsible for responding to requests for information which relate to the provision of the Services or undertaking the Functions.

11.3. Each party acknowledges that the other party may be required under the Freedom of Information Legislation to disclose Information (including commercially sensitive information) without consulting or obtaining consent from the other party. The responding party shall take reasonable steps to notify the other party of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 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).

11.4. The parties agree to comply with the provisions of Schedule 8 in relation to Data Protection.

12. Variations

12.1. Any variations to the Agreement shall be in writing and signed on behalf of all the parties before they take effect.

12.2. DC shall not be obliged to carry out additional or varied Services until and unless agreement has been reached between the parties as to the amount of payment for such additions and/or variations.

13. Waiver

13.1. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or their right at any time to enforce the terms and conditions of this Agreement.

14. Standing orders etc.

14.1. Any contract for the execution of work or for the supply of goods and services made by DC in the provision of the Services in the discharge of the Function shall comply with DC's constitution.

15. Indemnity and claims

15.1. DC shall ensure that its normal arrangements (including self-insurance funding) are effected and maintained in respect of any negligent act, accidental error or omission resulting in any legal liability to a third party associated with the carrying out of the Services under the terms of this Agreement.

15.2. The costs of all premiums and self-funding contributions relating to the insurance arrangements shall form part of the Costs of the Services set out in Schedule 4 to this Agreement.

15.3. Any liability incurred to a third party by DC or BCP relating to the joint discharge of the Function under the terms of this Agreement shall be satisfied from any applicable insurance provision specified in

Clause XX. Provided that if liability falls partly or wholly outside such provision the cost thereof shall form part of the Costs of the Services set out in Schedule 4 to this Agreement.

15.4. Any claim pursuant to Clause XX shall be handled by DC. DC shall keep BCP informed as necessary of the progress and outcome of any such claim.

16. Partnership and relationship management including dispute resolution

16.1. Both parties shall agree to work together in a collaborative business-like manner. They will ensure that they use their best endeavours and will engage openly and proactively to resolve all business matters, service issues, required performance improvements, risks and most importantly - recognition of the Service's successes.

16.2. Both parties will ensure their employee behaviours and values are upheld and quality service management and reputation are maintained.

16.3. Both parties will ensure equality, diversity and inclusion are at the heart of the business working to positive community and employee outcomes ensuring that the JAS vision meets both parties' principles and values. Officers and members will collaborate to provide positive guidance, advice and encourage development in a solution focussed way.

16.4. If a dispute or service failure is identified both parties will use negotiation and agreement to proactively resolve, investigate and mitigate risk to either party by working this Agreement including any claim pursuant to Clause XX any variation in accordance with Clause XX.

16.5. If the Authorised Officers are unable to agree a resolution to a dispute, then the matter shall be referred to Joint Archives Board for consideration in accordance with the principles of clause 16.4.

16.6. If the Joint Archives Board is unable to resolve the dispute in a timely matter, it shall be referred to the senior executive or appropriate authorised officer assigned by each partner. In the unlikely event of failure to agree at this level, the issue shall be referred for determination to a mutually agreed arbiter.

17. Notices

17.1. 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 the recipient's principal place of business;

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

17.2.1. if delivered by hand, at the time the notice is left at the proper address; or

17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting;

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

18. Consequences of Termination

18.1. During the Transition Period the parties shall agree:

18.1.1. the process for transfer of Archive Assets to their owning party in accordance with Schedule 7;

18.1.2. the division, responsibility and transfer (where necessary) for all other Assets;

18.1.3. whether confidential information shall be destroyed a returned and the relevant return date if applicable;

18.1.4. the value of any outstanding liabilities relating to Term of the Agreement, including the Transition Period and determine a payment date for the same where relevant;

18.1.5. the amount of any redundancy costs where the staff do not move to other employment in accordance with clause 19 Liability for redundancy costs shall be calculated in accordance with clause 19.1.

19. If upon termination DC wish to reduce staff numbers, then the parties shall work together in good faith to determine any relevant TUPE or TUPE equivalent process to support employment in a separation process or in the case of any external outsourcing arrangement. If any staff engaged with the Services during the Transition Period are be entitled to redeployment then the parties agree that the staff shall be eligible for opportunities within both DC and BCP.

19.1. Where redundancy costs are incurred, all proper and reasonable redundancy costs relating to such terminations shall be met by both parties pro rata to the agreed funding formula for the Service.

20. Third Party Rights

20.1. 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.

20.2. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

21. Entire Agreement

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

21.2. 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. Assignment and other dealings

22.1. This Agreement is personal to the parties and neither party shall 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 except in the case of a statutory transfer of powers to a new body.

23. Governing Law

23.1. 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.

24. Jurisdiction

24.1. 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.

24.2. In Witness whereof the parties have caused their Common Seals to be hereunto affixed in the presence of:-

[Add in execution blocks]

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Schedule 1
The Function – legislation and standards

The key functions of the archive service (Organisational Health, Collections and Stakeholder Engagement) linked to various of the statutes below are reviewed and assessed as part of Archives Accreditation which is overseen by The National Archives.

The JAS is an accredited archive service and is a recognised Place of Deposit for Public Records.

The following items all inform, mandate or govern work undertaken by the JAS:

- **Law of Property Act 1922 (as amended by the Law of Property (Amendment) Act 1924)**
- **Tithe Act 1936**
- **Local Government (Records) Act 1962**
- **Manorial Document Rules 1959 (amended 1963 and 1967)**
- **Public Records Acts 1958 & 1967**
- **Local Government Act 1972**
- **Parochial Registers and Records Measure 1978**
- **Freedom of Information Act 2000**
- **General Data Protection Regulations (Data Protection Act) 2018**
- **Environmental Information Regulations 2005**
- **BS4971:2017 Conservation and Care of Archive and Library Collections**

Schedule 2
The Services of the Joint Archive Service

- **Provision of strategic advice, planning and policy to the parties in respect of archives and records, their acquisition, preservation, terms of access and any statutory provisions that might apply. To develop and shape the JAS so that it continues to preserve archives and provide access in the widest possible sense by the most efficient means possible.**
- **Acquisition (in accordance with approved Collecting Policy and Terms of Deposit – see website)**
- **Preservation and conservation of physical records**
- **Routine repair and maintenance of Dorset History Centre and liaison with Dorset Property over more substantial works and upgrades. The building is managed by JAS staff outside of the core corporate property portfolio.**
- **Digital preservation**
- **With the Records Management Service(s), effective safeguarding of the parties' corporate memories**
- **Advice to the owners and depositors of archives**
- **Accessioning and cataloguing of archives**
- **On-site access to archives at Dorset History Centre**
- **Digital access via online catalogue, websites and social media**
- **Public engagement through outreach, education and community partnerships**
- **Digitisation**
- **Project delivery through external funding, collaboration and partnership**

Schedule 3

Staffing establishment – functions delivered by the Joint Archive Service

The JAS should maintain an establishment commensurate with its role and functions, the size of its collections and the communities it serves. In broad terms, this should consist of a mixture of professional and paraprofessional roles and will include resourcing to cover the following areas:

Professional

- Management (strategic)
- Management (operational)
- Archives (physical collections)
- Archives (digital)
- Public Services including communications
- Community and public engagement
- Conservation

Para-professional

- Site support and caretaking
- Financial and administrative support
- Digitisation
- Collections care – physical and digital
- Public service support
- Customer Access Point – Reception and Business Support

Schedule 4
Finance and Cost Share

1. **The Costs of the Services in each financial year shall be calculated and apportioned between the parties in accordance with the provisions of this Schedule.**
2. **The parties shall pay a contribution towards the Cost of the Services in proportion to the population base as determined by the Registrar-General's (ONS) most recent published mid-year figures prior to the start of the relevant financial year.**

For the purposes of this Schedule the 'Costs of the Services' shall mean the total estimated annual cost of the following:

- **Proper and reasonable expenditure incurred in relation to the Services**
 - **Central Support Services as required including, but not limited to Accountancy, Audit, Payroll HR & OD, Legal, IT and Property.**
 - **The premises occupied by the Services and running costs, repairs and maintenance**
 - **Employment of the staff including all costs or payments of whatever nature arising out of the termination of their employment by DC**
 - **Stationery and other consumables, transport and such other proper and reasonable expenditure of a variable nature which may occur from time to time for the proper provision of the Services.**
3. **BCP, upon receipt of an invoice shall pay to DC's nominated accountancy officer in each year, the amount of their contribution to the Cost of the Services in a single payment.**
 4. **In the event of contributions not being approved by the parties before the commencement of the financial year or any dispute or difference regarding the apportioned contributions, each party shall make a payment pending the resolution of the dispute by agreement between the parties or arbitration in accordance with clause XXX.**
 5. **The JAS may hold relatively moderate financial reserves in order to manage ongoing pieces of work or to pay one-off expenses. The Joint Archives Board will perform its role in monitoring and reviewing budget and may recommend the use of reserves. The level (amount) of reserves and decision on the budget out-turn and commitment or prediction of any underspend or overspend of JAS budget will be determined by 151 officers through the ongoing / usual budget monitoring process and report clearance prior to JAB meetings.**
 6. **All proper and reasonable costs of incidental to the decommissioning of the Services upon the expiry of this Agreement shall be apportioned between the parties pro rata and in proportion to the population base of each authority as per the most recent ONS figures.**

Capital costs

7. **DC holds sole and undivided title to the Dorset History Centre building, its fixtures and fittings. DC will therefore be responsible for furnishing capital funding to provide for any future extension or alteration to the DHC estate whether that relates to archive storage or to public or staff facilities. DC will discuss any proposed changes with BCP and will ensure that there is full transparency over costs and any consequential implication there might be for the future revenue funding for the service. Capital programmes will be presented to the Joint Archive Board for information, engagement and support for recommendation prior to progressing to Dorset Council Overview Committee and or Cabinet.**

8. **Any costs incurred by DC as the host authority related to interest payments resulting from prudential borrowing undertaken to fund capital improvements to the DHC building will be apportioned pro rata to population.**
9. **Capital costs for other service-related items such as equipment; technology; hardware and software would be treated as shared costs, apportioned pro rata to population, and processed via a business case decision taken through the Joint Archives Board for recommendation to each council if required.**

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Schedule 5
Governance Arrangements for Joint Archive Service

Joint Archives Board (JAB)

Overall purpose and objectives

The JAB is an executive body of members and officers drawn from both funding councils. It will:

- Act as the principal governing and oversight body for the JAS and the forum in which both councils can articulate their views and preferences on the service and its activities, its strategic direction and the JAS's relationship to services within each council and with external partners.
- Oversee with the activities of the JAS's business, consider and approve business plans, service plans, policies, procedures and an annual budget. that have been recommended.
- Monitor the operating and financial performance of the JAS, prioritise and allocate investment and resources, consider future development, workforce development and manage any audit recommendations and the risk profile of the JAS.
- Provide support and guidance to the JAS in relation to the strategic priorities of both councils and how the service can support and add value.
- Advocate for the JAS within each council respectively, to draw attention to its activities and achievements.

Authority of the Joint Archive Board

1. The JAB is mandated to govern the JAS through the adoption by both councils (via Cabinet approval) of the Joint Archives Agreement, 2022. Decisions taken by the JAB are delegated to respective portfolio holders. Where necessary, decisions can be referred to each council's Cabinet for formal endorsement.
2. The JAB does not vote on resolutions but instead works to identify the best solution for the service.
3. The JAB shall have delegated authority to oversee and govern the JAS and the full range of its activities in keeping with the terms and parameters detailed in the Joint Archives Agreement (2022).

Membership

4. Roles correct as at date of agreement. Titles and responsibilities may change over time but the Councils will endeavour to nominate officers of equivalent seniority and general remit for any future configuration of this body

Elected Members: (voting)

5. The JAB shall consist of 6 members including both Cabinet Portfolio Holders responsible for the relevant service area and two other elected councillor appointed by each Council. Portfolio holders as at May 2022 are:
 - Portfolio Holder: Customer and Communities for Dorset Council (or equivalent)
 - Portfolio Holder: Culture and Vibrant Places for BCP Council (or equivalent)
6. Each Council may appoint a substitute.
7. Each Council may remove its appointed elected members and appoint different members by giving written notice to host authority (Dorset Council) Democratic Services.
8. Each member of the JAB shall have one vote. Decisions shall be made by simple majority vote.

8.1 A decision is only made if there are three 'yes' votes

Officers: (non-voting)

The JAB officer membership shall consist of Officers as appropriate or equivalent substitute:

- Appropriate Executive Director or Director (Dorset Council)
 - Appropriate Director (Bournemouth, Christchurch and Poole Council)
 - Appropriate Head of Service (Bournemouth, Christchurch and Poole Council)
 - Appropriate Head of Service (Dorset Council)
 - Service manager for Archives and Records (Dorset & Bournemouth, Christchurch and Poole Councils)
 - Chairman of Dorset Archives Trust (invited as observer)
9. The JAB may co-opt any other person whom it thinks appropriate to be a non-voting member of the Board / Joint Committee to advise, support or report to as and when required in order to support the business and transformational activities of the Joint Archive Service.

Chair of the JAB

10. The role of chairman shall alternate biennially between the relevant Portfolio Holder of BCP and Dorset Councils.

Quorum

11. The quorum for a meeting of the JAB shall be one member representative from each of the two Councils.

Proceedings: Time and place of meetings

12. The JAB will meet, as required, which is expected to be three meetings per year with a minimum of two meetings a year in person, hybrid or virtually as appropriate.
13. Additionally, the Chair, may call for additional meetings when considered appropriate.
14. Meetings may be held in either DC or BCP accommodation alternately or at the Chair's discretion via MS Teams.
15. Meetings will be held in public unless exempt business is under consideration.

Terms of Reference for Joint Archives Board

16. Through scrutiny, advice and challenge the board is responsible for overseeing the work of JAS and is responsible for advising and approving strategic and financial planning decisions in respect of the service subject to each authority's overall corporate budget and policy setting requirements.

The JAB is responsible for making the following decisions:

- agreeing policies for the service in accordance with national and local guidelines;
- which bids and programmes the JAS will become involved with
- determining future strategy
- approve audit reports, recommendations and actions

- **Adopt appropriate accreditation schemes and assure legal compliance of the service**

The JAB is responsible for approving the following:

- **Final form bid submissions created by the service**
- **JAS five year service plan**

The JAB shall make recommendations to the two participating Councils on:

- **the JAS budgets, optimisation and management of reserves, resources and future investments for service development**

The JAB is responsible for monitoring:

- **the effective operation of the Joint Archive Service within the available budget;**
- **operational, transformation / project and financial performance of the business**
- **identification and management of risk**

Reporting

17. **Decisions made by the board will be noted in the form of minutes with actions, notes and decision records created and circulated after the meeting by Democratic Services.**

Resources

18. **The JAB will be supported by DC's Democratic Services**
19. **Meeting agenda and papers including the minutes of previous meetings will be circulated at least one week prior to meetings and will be published on Dorset Council's website unless they contain exempt material.**
20. **Meetings will be set in advance and will be amended if business requires urgent attention.**

Escalation

21. **In the event that the JAB is unable to agree a position on a matter of JAS business, the issue at hand will be escalated via Portfolio holders of both councils to their respective Cabinets for a decision and then to arbitration via the two leaders.**

Review

22. **The Terms of Reference for the JAB will be reviewed every two years with a potential for amendments to be introduced by one or other of the councils at meetings of the Joint Archive Board. Dorset Council will administer any changes through its Democratic Services and will ensure version control.**

Schedule 6 Archive Assets

Archives and Archive Collections

Integrity of Archives or Archive Collections

1. No Archive or Archive Collection should be divided. An Archive is an accumulation of records, however large or small, with a single provenance and can vary in size from a single document to several hundred thousand items.

Ownership of Archives or Archive Collections

2. The ownership of Archives or Archive Collections created by the two parties or their predecessor bodies (prior to 2019) sits with either BCP or DC respectively.
3. Archives or Archive Collections, both hard copy and digital are held and will continue to be acquired via deposit, donation or purchase. The majority of these records are held in the custody of the JAS on behalf of individuals or organisations outside the two parties. These comprise:
 - Archives or Archive Collections deposited with the JAS before 1 April 2019 or subsequently deposited.
 - Archives or Archive Collections donated or deposited on indefinite loan with DC acting as host council for the JAS but under various statutory provisions (e.g. Public Records, Manorial Records, Tithe Records, Church of England Records).

Record-keeping

4. A register of all accessions of Archives or Archive Collections is, and will be, maintained by the JAS. This records the general content of each accession, a unique numerical identifier, a reference and the terms on which the material was acquired. Other metadata relating to formats, copyright etc will also be recorded where appropriate.

On termination of this Agreement

5. In the event of a disaggregation of the JAS, Archives or Archive Collections and all intellectual property therein pertaining primarily to either BCP or DC administrative areas (respectively) whether acquired by donation, on deposit or by purchase would devolve to responsibility of each party respectively. Arrangements relating to Archives or Archive Collections held under the terms of legislation or statutory provision or inspection (e.g. Public Records) would require to be approved by or on behalf of the relevant authorities.
6. Upon any future disaggregation of the JAS, the disposition and access terms relating to Archives or Archive Collections that are county-wide in nature (e.g. Coroner) would need to be agreed between the parties or their successor bodies.
7. All catalogue information relating to Archives or Archive Collections will be shared openly with both parties.

Schedule 7 Data Protection

Part 1 – Data Processing Terms

1. Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- 1.1. **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
- 1.2. **Data Protection Impact Assessment:** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
- 1.3. **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer** have the meaning given in the Data Protection Legislation;
- 1.4. **Data Loss Event:** any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
- 1.5. **Data Subject Request:** 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;
- 1.6. **DPA 2018:** Data Protection Act 2018;
- 1.7. **EU GDPR:** the General Data Protection Regulation (Regulation (EU) 2016/679);
- 1.8. **Processor Personnel** means all directors, officers, employees, agents, consultants and contractors of the Processors and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
- 1.9. **Protective Measures:** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, 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 such measures adopted by it;
- 1.10. **Sub-processor:** any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.
- 1.11. **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. Data Protection

- 2.1. Both Parties will comply with all applicable requirements of the Data Protection Legislation. Clauses 2.1 to 2.14 inclusive apply to the Processing of Personal Data and is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.**
- 2.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, BCP is the Controller and DC is the Processor. The only processing that the Processor is authorised to do is listed in Part 2 of this Schedule by the Controller and may not be determined by the Processor.**
- 2.3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.**
- 2.4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:**
 - 2.4.1. a systematic description of the envisaged processing operations and the purpose of the processing;**
 - 2.4.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;**
 - 2.4.3. an assessment of the risks to the rights and freedoms of Data Subjects; and**
 - 2.4.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.**
- 2.5. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:**
 - 2.5.1. process that Personal Data only in accordance with Part 2 of this Schedule, unless the Processor is required to do otherwise by law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by law;**
 - 2.5.2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:**
 - 2.5.2.1. nature of the data to be protected;**
 - 2.5.2.2. harm that might result from a Data Loss Event;**
 - 2.5.2.3. state of technological development; and**
 - 2.5.2.4. cost of implementing any measures;**
 - 2.5.3. ensure that:**
 - 2.5.3.1. the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Part 2 of this Schedule);**
 - 2.5.3.1.1. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:**
 - 2.5.3.1.2. are aware of and comply with the Processor's duties under this clause;**
 - 2.5.3.1.3. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;**
 - 2.5.3.1.4. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or**
 - 2.5.3.1.5. as otherwise permitted by this Agreement; and**
 - 2.5.3.1.6. have undergone adequate training in the use, care, protection and handling of Personal Data; and**
 - 2.5.4. not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:**

- 2.5.4.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (in accordance with Part 3 of the DPA 2018 and UK GDPR) as determined by the Controller;
 - 2.5.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 2.5.4.3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - 2.5.4.4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - 2.5.5. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by law to retain the Personal Data.
- 2.6. Subject to Clause 2.7, the Processor shall notify the Controller immediately if it:
- 2.6.1. receives a Data Subject Request (or purported Data Subject Request);
 - 2.6.2. receives a request to rectify or erase any Personal Data;
 - 2.6.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 2.6.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 2.6.5. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - 2.6.6. becomes aware of a Data Loss Event.
- 2.7. The Processor's obligation to notify under Clause 2.6 shall include the provision of further information to the Controller in phases, as details become available.
- 2.8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause in accordance with the requirements of the Data Protection Legislation and allow for audits by the Controller or the Controller's designated auditor
- 2.9. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- 2.9.1. notify the Controller in writing of the intended Sub-processor and processing;
 - 2.9.2. obtain the written consent of the Controller;
 - 2.9.3. enter into a written agreement with the Sub-processor which gives effect to the terms set out in this Clause such that they apply to the Sub-processor; and
 - 2.9.4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 2.10. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 2.11. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice instruct the Processor to amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Part 2 Data Processing Table

Description	Guidance	BCP Instructions
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<p>Subject matter of the processing</p>	<p><i>This should be a high level, short description of what the processing is about e.g. employees, service users</i></p>	<p>DC shall process Personal Data which forms part of the Archive Assets maintained by the Service.</p> <p>DC shall collect and process data relating to individuals depositing items.</p>
<p>Duration of the processing</p>	<p><i>For example, for the duration of the contract including any extension or in accordance with instructions from the Council</i></p>	<p>For the Term of this Agreement.</p>
<p>Nature and purposes of the processing</p>	<p><i>Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</i></p>	<p>DC shall record and manage Personal Data to the extent it forms part of the Archive Assets entrusted to it or to the extent it is collected in respect of individuals donating or depositing items to become part of the Archive Assets.</p>
<p>Type of Personal Data</p>	<p><i>For example, name, address, date of birth, NI number, contact details, pay, images, job status biometric data etc</i></p>	<p>Most commonly name, address, contact details, date of birth. Other data may be collected in exceptional circumstances.</p>
<p>Categories of Data Subject</p>	<p><i>For example, Service Users, Staff (including volunteers), students / pupils, members of the public, users of a particular website etc.</i></p>	<p>Data Subjects may be any individuals who were resident in Dorset or connected to Dorset in a way to have their details within the Archive Assets.</p>
<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p><i>Describe how long the data will be retained for, how it will be returned or destroyed</i></p>	<p><i>Details of donors relating to archive collections returning to BCP upon disaggregation would be supplied with the material to which they relate.</i></p>