

BOARD OF TRUSTEES

OF THE

NATIONAL MUSEUMS & GALLERIES ON MERSEYSIDE

AND

WIRRAL BOROUGH COUNCIL

AGREEMENT

MERSEYSIDE ARCHAEOLOGICAL SERVICE

This agreement is made the day of between the Board of Trustees of the National Museums & Galleries on Merseyside (operating under the title National Museums Liverpool (NML) and hereinafter called "the Board") of the first part by Dr David Fleming, its Director, and Wirral Borough Council, of North Annexe, Town Hall, Brighton Street, Wallasey L44 8ED (hereinafter called "the Council") by Mr David Green, its Director of Technical Services of the second part.

WHEREAS:

a. the Board is the operator of a public museum service which includes specialist services in archaeological work and has agreed to undertake the service hereinafter mentioned on behalf of the Council as set out in the schedule hereto and hereinafter called "the Service";

b. the Council has entered into successive agreements with the Board since 18 February 1991 to undertake the detailed work required in connection with providing the Service, with the intention that, subject to continued availability of finance, the Service will continue for a further period of not less than five years in total from 1st April 2004;

NOW IT IS AGREED AS FOLLOWS, VIZ:

1. For the purpose of undertaking the Service, the Board will enter into a contract of employment with a suitable person or persons (hereinafter called "the employee(s)") to be selected by the Board, such contract(s) to be in accordance with the normal conditions of employment provided by the Board, and at such remuneration as the Board may determine.

2. Subject to clause 7 the Board will employ the employee(s) for a period of at least sixty (60) months commencing on 1st April 2004 or until such other date or for such other period as may be agreed in writing with the employee(s).

3. The Board will provide such accommodation and accoutrements as the employee(s) may reasonably require to perform their duties but nothing in this agreement shall confer upon the Council any power of control or veto over such provision, nor over any of the matters referred to in clauses 1 & 2 above except to the extent that one person representing all five authorities that subscribe to the Service will be invited to participate in the selection process leading to the appointment of the employee(s).

4. The Board shall provide the Service detailed in the schedule hereto for a period of five years commencing on 1st April 2004 or such other date or period as may be agreed in writing between the parties or as may be dictated by the prior termination of this agreement.

5. The consideration payable to the Board at the commencement of this agreement (hereinafter called "the consideration") shall be the sum of **£7,815** (seven thousand eight hundred and fifteen pounds) plus VAT per annum, such sum to be remitted by invoice subsequent to 1 April in each of the years of account unless otherwise agreed in writing.

6. The consideration shall be increased on 1 April each year by an amount representing any actual increase in the salary costs along with a percentage increase in the allocation for running costs representing the increase in the retail price index over the preceding 12 months period.

7. The Board shall use its best endeavours to continue to employ the employee(s) and to provide the Service throughout the duration of this agreement or otherwise arrange for the provision of the service, but the agreement shall not lapse in the event of the employee(s) terminating their contract or being dismissed from office nor in the event of the Board being unable for reasons beyond the Board's control to provide the service for part of the period contracted hereunder.

8. Service staff should not be required to carry out any task or function that will conflict with their NML terms and conditions of employment. If such circumstances are likely, all parties to the agreement should consider alternative solutions that will prevent any breach of contract of employment occurring. In order to meet the obligations of Service staff under the provisions of the Public Disclosure Act, they will have the right to communicate any concerns about an impending breach to the officer within the relevant Council who signed the agreement in addition to their line manager within NML.

9. The consideration due to the Board hereunder shall be abated in the event of the Service being suspended in consequence of any of the circumstances referred to in clause 7, such abatement to be calculated pro-rata to the period of abatement measured in complete week days.

10. The Board shall arrange for review meetings to be held not less than three times per year that this agreement remains in force, and the Council and English Heritage shall be entitled to send one representative to attend such meetings and the Board shall arrange for its responsible officer(s) to attend thereat or account for the operation and quality of the Service.

11. The Board shall arrange to keep accounts as to the application of the monies provided hereunder and shall retain and make such accounts available for inspection by the Council at any reasonable time.

12. The Council shall not, without proper authority from the Board, directly or indirectly divulge or communicate to any person (other than those whose province it is to know the same), or make use of, any of the secrets, designs, technological improvements, methods, lists or other confidential information of the Board. This restriction will continue to apply for a reasonable period after the termination of this agreement.

13. The whole of the copyright and rights in the nature of copyright throughout the world for the whole of the term in each country, and all extensions and renewals thereof in all material which is prepared by the employee(s) and all products of the services provided by the Board in respect of any work carried out by it under this agreement shall belong to the Board absolutely. The Council is licensed to use such products for all reasonable purposes without payment of a licence fee.

14. The Board shall be responsible for all matters of service information disclosure falling under the Data Protection Act (DPA) and the Freedom of Information Act (FOIA). The Council shall forward to the Board without delay any and all requests for information under the FOIA relevant to the Service. The Board shall ensure that its registration under the DPA at all times covers any and all personal data maintained that is relevant to the Service.

15. The Board may assign any or all of its duties under this agreement to any wholly owned trading company or direct service organisation that may be created whilst the agreement is in force but in that event the Board shall continue to be liable to the council for service, performance and quality and shall ensure that the terms of such agreement maintain adequate control over service delivery.

16. This agreement may be extended or amended by consent of the parties given in writing, and may after 1st April 2004 be terminated by six month's notice given by one party to the other party in writing, or at any time following completion of the arrangements covered by this agreement.

This agreement shall be interpreted in accordance with English law, and any dispute as to the construction or application of any part thereof shall be determined by reference to a single arbitrator to be appointed by agreement between the parties or in the event of failure to agree to be nominated by the President of the Chartered Institute of Arbitrators. The Arbitrator's award, including any award as to costs, shall be binding.

SCHEDULE

The Service shall consist of a series of agreed core activities, together with a number of ancillary elements. The core activities will generally have higher priority in time allocation. These are set out in the Service Level Agreement that includes a Business Plan setting out the objectives and priorities of the service in line with the resources made available.

As witness whereof the parties here have set hands the day and year first before written.

For and on behalf of the Board of Trustees of the
National Museums & Galleries on Merseyside

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Dr David Fleming, Director

For and on behalf of Wirral Borough Council

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Mr David Green, Director of Technical Services