

DATED

VARIATION AGREEMENT

between

WILTSHIRE COUNCIL

and

SALISBURY AND SOUTH WEST MUSEUM TRUST

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SCHEDULE

SCHEDULE	SECTION B SERVICES	ERROR! BOOKMARK NOT DEFINED.
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THIS AGREEMENT is dated [DATE]

PARTIES

- (1) WILTSHIRE COUNCIL of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (“**First Partner**”).
- (2) SALISBURY AND SOUTH WILTSHIRE MUSEUM TRUST incorporated and registered in England and Wales with company number 1826436 whose registered office is at The King’s House, 65 The Close, Salisbury, Wiltshire SP1 2EN (“**Second Partner**”).

BACKGROUND

- (A) The Council and Party 2 are party to a Partnership Agreement dated 1 April 2014 (**Agreement**).
- (B) The Second Partner has recently expanded its capacity for the storage of the archaeological items relating to the county of Wiltshire. Consequently, the parties wish to amend the Agreement as set out in this variation agreement with effect from the date of this variation agreement (**Variation Date**).

AGREED TERMS

1. TERMS DEFINED IN THE AGREEMENT

In this variation agreement, expressions defined in the Agreement and used in this variation agreement have the meaning set out in the Agreement.

2. VARIATION

2.1 With effect from the Variation Date the Parties agree the following amendments to the Agreement:

a)	Section B ‘Services’ deleted:	The entire text of Section B ‘Services’ is deleted and replaced with the new Section B ‘Services’ attached as a Schedule to this Agreement
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3. GOVERNING LAW AND JURISDICTION

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

3.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this variation agreement or its subject matter or formation (including non-contractual disputes or claims).

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

B. SERVICES

General Service Requirements

SERVICE SPECIFICATION

SALISBURY AND SOUTH WILTSHIRE MUSEUM

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INTRODUCTION

Wiltshire Council is seeking to develop funding agreements with key partner organisations to enable joint planning that achieves greater value for money whilst delivering a consistently high customer experience.

AIM OF THE PARTNERSHIP

The aim of the partnership is to deliver the best cultural experiences for everyone in Wiltshire through the services provided by Salisbury and South Wiltshire Museum. This will:

- **Create stronger and more resilient communities**
- **Support the local economy**
- **Reduce our impact on the environment**
- **Support activities for young people**

KEY OBJECTIVES OF PARTNERSHIP

Objective: Develop resilient communities through participation in arts and culture

- Indicator: Total number of people taking part in cultural activity
- Indicator: Total number of museum visits
- Indicator: Number of participatory workshops/programmes/sessions for adults delivered
- Indicator: Number of community organisations partnered
- Indicator: Number of volunteers and approximate hours worked

Objective: Support the local creative economy, including a particular focus upon activity which raises the profile and identity of Wiltshire as a cultural destination

- Indicator: Number of people employed (FTE number)
- Indicator: The total revenue income and expenditure of Salisbury and South Wiltshire Museum
- Indicator: The total value of grants, private sponsorship, commercial sponsorship, and income from friends and patrons
- Indicator: The total value of capital improvements
- Indicator: Number of exhibitions presented
- Indicator: Economic value as measured by AIM toolkit*

*Measured and reported using AIM Economic Impact Toolkit
http://www.aim-museums.co.uk/content/research_papers/

Objective: Reducing the impact that the cultural sector has on the environment

- Indicator: Greenhouse gas emissions of Salisbury and South Wiltshire Museum*
- Indicator: Actions taken to reduce the environmental impact of Salisbury and South Wiltshire Museum*

*Measured and reported using DEFRA Small Business Guide
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/69494/pb13310-ghg-small-business-guide.pdf

Objective: Increase opportunities to help young people achieve their potential

- Indicator: Number of young people (16 and under) taking part in taught sessions
- Indicator: Number of young people (16 and under) taking part in activities (non taught)

Objective: To manage a Collection Resource Centre at Grim's Dyke Barn, in order to preserve and make available Wiltshire's archaeological archives

- Indicator: Appropriate environmental conditions maintained as far as practicable and sustainable*
- Indicator: Total number of research/ public visits
- Indicator: Storage available for Wiltshire's archaeological archives#

* It is understood by both parties that in the first year the environment will be monitored and data gathered and thereafter Salisbury Museum will work towards the store meeting broad environmental parameters, avoiding fluctuation, appropriate to the material stored within it.

Environmental reports to be provided annually

report annually on % space used/available and current depositors/ building users

PRINCIPLES OF THE SERVICE

In the delivery of the aim and outcomes Salisbury and South Wiltshire Museum shall:

- Abide by the principles outlined in Arts Council England 'Great Art and Culture for everyone, Oct 2013'

SERVICES/INPUTS WHICH WILL BE PROVIDED

- Operate Salisbury and South Wiltshire Museum with a programme of exhibitions and events
- Deliver an education programme
- Deliver an outreach programme
- Support cultural networks and joint working initiatives
- Curate and make accessible the organisations museum collections to at least ACE Accreditation standards
- Make space at Grim's Dyke Collection Resource Centre available to Wiltshire Council free of charge for storage of its own archaeological objects and associated archives and any future archaeological objects and associated archives created by Council-led development, exempt from the imposition of box fees. Wherever possible and practicable, such materials would be formally transferred to the ownership of Salisbury Museum or Wiltshire Museum as appropriate to their collecting policies.

FINANCIAL ISSUES

Providers will need to demonstrate they can meet the following criteria.

- The provider will demonstrate that they are properly constituted.
- The provider will supply up to date financial reports and accounts to demonstrate their financial ability and viability to establish and sustain the service throughout the period of the contract.
- The provider will supply a business plan to support the establishment and sustainment of the service throughout the period of the contract.

QUALITY ASSURANCE

The provider will need to demonstrate they can meet the following criteria.

- The provider will co-operate with 6 monthly contract reviews undertaken by Wiltshire Council. See section C Monitoring.
- The provider must provide an annual report on their self evaluation of their service. Detailing areas for improvements and actions plans to achieve these aims.

CONTRACT MANAGEMENT

The contract will be monitored by Wiltshire Council in the following ways.

- Undertaking 6 monthly reviews including headline performance measures submitted by the Service Provider.
- Undertake annual review comprising a submission of the full indicator list in this Section B above and a report against priority actions detailed within the same to the Funding Authority prior to the end of the financial year in order to trigger the second payment detailed in clause 13.2 of this agreement.
- Monitoring of comments and complaints from customers

There will be provisions within the contracts for issue of default notices and termination of the contract if service delivery is below agreed quality levels.

Signed by
for and on behalf of WILTSHIRE
COUNCIL

.....
Director

Signed by [NAME]
for and on behalf of SALISBURY
AND SOUTH WILTSHIRE
MUSEUM TRUST

.....
Director