

Colchester and Ipswich Museum Service

A Combined Museum Service for Colchester and Ipswich

Joint Committee Agreement 2021-2027

Between:

Colchester Borough Council

and

Ipswich Borough Council

This is a Joint Committee Agreement dated _____ concerning a combined museum service for Colchester and Ipswich between:

- 1) **Colchester Borough Council** of Rowan House, 33 Sheepen Road, Colchester CO3 3WG ("Colchester") and
- 2) **Ipswich Borough Council** of Grafton House, Russell Road, Ipswich IPI 2DE ("Ipswich")

Who are collectively referred to in this Agreement as "the Partner Authorities".

1. The Partner Authorities are local authorities constituted by the Local Government Act 1972 (the 1972 Act).
2. By virtue of Section 12 of the Public Libraries and Museums Act 1964 the Partner Authorities may provide and maintain museums within their administrative area or elsewhere in England and Wales and may do all such things as may be necessary or expedient for or in connection with the provision or maintenance thereof.
3. By virtue of Section 101 and 102 of the 1972 Act and section 20 of the Local Government Act 2000 and Regulations thereunder a Local Authority may arrange for the discharge of any of its functions by any other Local Authority and two or more local authorities may appoint a joint committee of those authorities for the purpose of discharging any of their functions jointly with or without restrictions as they think fit except the functions with respect to levying a rate or issuing a precept for a rate or borrowing money. Section 103 of the 1972 Act provides that the expenses incurred by a joint committee of two or more local authorities shall be defrayed by those authorities in such proportions as they may agree or in case of disagreement as may be determined by a single arbitrator agreed on by the appointing authorities or in default of agreement appointed by the Secretary of State for the Environment.
4. The Partner Authorities have agreed to revise the Colchester and Ipswich Museum Service Joint Committee Agreement 2015-2021 which is replaced by the terms of this Agreement and for the avoidance of doubt the Partner Authorities acknowledge that the dissolution arrangements in section 6 of the former Agreement are not triggered by entering into this Agreement.
5. This agreement is an agreement for a period of 6 years from 1st August 2021, subject to the terms and conditions set out below.

This Agreement sets out the relationship between the Partner Authorities in relation to the combined museum service.

Section 1

Strategic vision

- 1.1 Colchester and Ipswich Museums will inspire creativity and learning through the innovative use of venues and collections that appeal to and connect with audiences locally, regionally and nationally. We want our Museum Service to enrich the lives of all our residents, increase their knowledge and understanding and feed their aspirations and imaginations. We want our visitors to have access to all that our Museums have to offer and to enjoy and value what they experience during their visits making a significant and positive impact upon their lives.

Section 2

Partnership services

- 2.1 The Colchester and Ipswich Museum Service Joint Committee, otherwise known as the CIMS shall be responsible for:

Managing and operating the Museums located in Colchester & Ipswich ("the Joint Museum Service") which currently covers:

- a. Christchurch Mansion
- b. The High Street Museum
- c. Ipswich Art Gallery
- d. Colchester Castle
- e. Hollytrees Museum
- f. Colchester Natural History Museum

The opening hours of each Museum will be decided by Colchester in respect of those Museums within Colchester Borough and Ipswich in respect of those Museums within Ipswich Borough. Cost implications to be reflected in the contributions for each Authority.

- 2.2 Provide inclusive lifelong learning opportunities for both formal education visits and family learning activities and special events across all facilities.
- 2.3 Develop and promote community outreach programmes.
- 2.4 Care for, manage and make accessible museum collections including those in storage and loaned to others in accordance with policies set up in each Partner Authority.
- 2.5 Interpret the collections and museum buildings and the stories they represent through a range of appropriate methods.
- 2.6 Conduct appropriate programmes and strategies including exhibition programmes to not only increase visits and usage but also to improve diversity of audiences.
- 2.7 Carry out all necessary steps to ensure status is maintained under:
 - a. Museum Accreditation
 - b. Investors in People
 - c. The National Accreditation Scheme VAQAS

- 2.8 Represent the Colchester and Ipswich Museum Service Joint Committee, Colchester and Ipswich as appropriate at County, Regional, National and International level.
- 2.9 Provide the necessary key management functions appropriate to the nature and scale of the operations.
- 2.10 Provide a Conservation Service.
- 2.11 Provide appropriate management information and performance data to meet statutory requirements and to give adequate information for decision making.
- 2.12 Contribute as appropriate to the broader objectives of both authorities set out in corporate strategies.

The Partner Authorities agree that:

- (a) Ipswich artefacts may be stored at Colchester storage facilities without any charge over and above the Annual Contribution.
- (b) Colchester artefacts may be stored at Ipswich storage facilities without any charge over and above the Annual Contribution.
- (c) The Partner Authorities will co-operate with each other (or their auditors or contractors) and give full access to documents, premises and records to the extent that the Partner Authorities (or their auditors or contractors) reasonably require such access or cooperation in order to:
 - i Monitor the operation of this Agreement.
 - ii Audit the performance and systems in the Joint Museum Service.
 - iii Investigate complaints about the operation of the Joint Museum Service.
 - iv Respond to requests for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2005.
- (d) Colchester grants Ipswich a permanent irrevocable licence to use and to allow others to use for any purpose and without payment any intellectual property created by or on behalf of Colchester as a result of this Agreement (except to the extent that the intellectual property exclusively relates to Museums and/or collections owned by Colchester).
- (e) Neither this Agreement nor the operation of it gives Colchester any legal estate (leasehold or otherwise) or rights or title to any real or personal property belonging to Ipswich or the right to grant the same on behalf of Ipswich.
- (f) Any intellectual property created by or on behalf of the Joint Museum Service shall, to the extent that it relates to Ipswich's collection or Ipswich's sites belong to Ipswich.
- (g) Any intellectual property created by or on behalf of the Joint Museum Service shall, to the extent that it relates to Colchester's collection or Colchester's sites belong to Colchester.
- (h) Ipswich will handle and respond to Freedom of Information Act requests concerning the Ipswich aspects of the Joint Museum Service.

- (i) Colchester will handle and respond to Freedom of Information Act requests concerning the Colchester aspects of the Joint Museum Service.
- (j) The Partner Authorities will notify each other of any Freedom of Information requests received which relate to the functions of the CIMS.

Section 3

Financial contribution to joint service

- 3.1 The contribution to be made by both Colchester and Ipswich for 2021/22 totals £1,928,400 ("Annual Contribution") and is shown below:

	Colchester	Ipswich	Total
	£	£	£
Agreed 2021/22 contribution	585,200	839,500	1,424,700
Add: Income removed from joint budget	502,200	29,000	531,200
Less: Costs removed from joint budget	(25,500)	(2,000)	(27,500)
Revised Contribution for 2021/22	1,061,900	866,500	1,928,400

Rationale behind Annual Contribution

- 3.2 Income and any related costs removed from the joint budget will be accounted for in both Colchester and Ipswich accounts. It will be for each Authority to set its own budget for these areas.
- 3.3 Buildings cost for Colchester to be included in the costs of the service to recognise the additional contribution made by the Colchester Castle income. These will include, but are not exclusively:
- a. NNDR
 - b. Utilities
 - c. Security
 - d. Insurance
 - e. Repairs and maintenance
- 3.4 Colchester, as the employing Authority of employees engaged in working for the Joint Museum Service, shall determine the level of annual salary of those employees using a job evaluation scheme. Each pay grade has a number of incremental points and employees normally progress up the grade by one increment on an annual basis subject to satisfactory performance. Colchester implemented the National Living Wage in April 2013 which is reviewed annually in November.
- 3.5 Colchester is not part of national terms and conditions and pay is reviewed on an annual basis through local negotiations with UNISON taking into account inflationary factors, local salary levels and affordability. All employees are offered membership of the Local Government Pension Scheme.

Responsibilities and Changes to Service and Annual Contribution

- 3.7 An inflationary increase to be included in the contributions each year equivalent to any increase in CPI as at September.
- 3.8 Colchester shall decide on the admission charges for the Museums within its Borough and whether to charge, rates and concessions and Ipswich shall decide on the admission charges for the Museums within its Borough and whether to charge rates and concessions.
- 3.9 Any general savings shall be shared equally by the Partner Authorities, unless these are the result of changes specific to an individual Authority such as a change in opening hours in which case they would be kept by the Authority instigating the change.
- 3.10 Significant changes to the service will lead to a review of Section 3 of the Agreement and the contributions made by each Authority. Changes that might lead to a review would include, but are not exclusively, opening new museums, closing existing museums, changes to staffing arrangements requested by an individual Authority. Any review will be undertaken in accordance with clause 7 of this Agreement.
- 3.11 Opening times of the Museums referred to in section 2.1 of this Agreement will be at the discretion of each Authority as described in section 2. Costs or savings as a result of any changes in opening times will be reflected in the Annual Contribution.
- 3.12 The Joint Museum Service will be able to carry forward a deficit or surplus of up to £100,000 between financial years. Any sums above this level will result in the shortfall or surplus being funded by or returned to each Authority in proportion to the Annual Contribution unless otherwise agreed by the Partner Authorities.

Section 4

Governance Arrangements

- 4.1 The Partner Authorities have agreed:
 - a) to agree and monitor the strategy and policy framework for the Joint Museum Service excluding each Partner Authority's collections, buildings and access to these; and
 - b) for the functions set out in section 2 of this Agreement to be delegated to the CIMS and be discharged by the CIMS on behalf of the Partner Authorities.
 - c) that the CIMS is authorised to delegate any of its functions to any officer of the Partner Authorities.
- 4.2 This Agreement and any future amendments to it, have been (or will be in the case of future amendments) put before a meeting of the Executive and/or Council of each of the Partner Authorities and has been (or will be) adopted by each such Partner Authority committing that Authority to membership of the CIMS and to the terms and conditions of this Agreement.

- 4.3 This Agreement is without prejudice to each Partner Authority's other powers and responsibilities for their respective areas but each Partner Authority agrees that it will not exercise its functions in relation to the functions of the CIMS except:
- a) Via the CIMS
 - b) Via the powers delegated to an officer by CIMS; or
 - c) After consulting the other Partner Authority

Section 5

Constitution of the Joint Committee

5.1 Membership

- 5.1.1 The membership of the CIMS will comprise of four elected members ("Committee Members"), two appointed by each Partner Authority. The membership of the CIMS will include the Portfolio Holders with responsibility for Museums within their portfolio from each Partner Authority. In addition, each Partner Authority may appoint a substitute who may attend meetings of the CIMS in the absence of one of that Partner Authority's Committee Members. No elected member may serve as a Committee Member or a substitute unless they are a member of the Partner Authority's Executive/Cabinet.
- 5.1.2 The term of office of each Committee Member shall be determined by the Partner Authority appointing them, provided that for the duration of their appointment they remain a member of the Executive/Cabinet of their Partner Authority and have been appointed by the Partner Authority to be or remain a Committee Member.
- 5.1.3 Each Partner Authority shall notify the Clerk of the CIMS of the name and contact details of its Committee Members and Substitute Members.
- 5.1.4 A Partner Authority may change its appointed Committee Members at any time provided that written notice of any such change is given to the Clerk to the CIMS, taking effect upon receipt. Such written notice may be given by electronic mail.
- 5.1.5 Each Partner Authority may send appropriate officer(s) to meetings of the CIMS (or any Sub-Committee) to support its Committee Members.
- 5.1.6 Subject to 5.1.7, each Committee Member shall have one vote at meetings of the CIMS or any Sub-Committee.
- 5.1.7 In the case of an equality of votes the person presiding at the meeting shall have a second or casting vote.
- 5.1.8 All voting shall be by a show of hands unless the provisions of paragraph 5.1.9 below apply. Any question coming before the CIMS shall be decided by a simple majority of those present and voting.
- 5.1.9 Recorded votes shall be taken if requested by any Committee Member and any Member shall have the right to have the way they voted (or abstained) recorded in the minutes.

5.2 Support to the CIMS

- 5.2.1 The Clerk to the CIMS shall be a senior officer of Ipswich as nominated from time to time by Ipswich in writing to the Chair of CIMS.
- 5.2.2 The functions and responsibilities of the Clerk to the CIMS shall be as follows:
- a) to make all necessary arrangements for the convening of meetings of the CIMS and any Sub-Committees;
 - b) to provide or, where necessary, procure the provision of all necessary advice on the technical legal and financial implications of matters under consideration by the CIMS or relevant to the Committee's functions;
 - c) to bring to the attention of the CIMS matters which are relevant to the Committee's functions and which merit consideration by the Committee;
 - d) to arrange for the taking and maintenance of minutes and meetings of the CIMS and any Sub-Committees and ensure that the business of the CIMS at its meetings is conducted in accordance with legal requirements.
 - e) To manage and co-ordinate the day-to-day affairs of the CIMS and its administrative support.
- 5.2.3 The business address for all communications relating to the administration of the CIMS affairs shall be:

For the attention of the Clerk to the Colchester and Ipswich Museum Service Joint Committee
Ipswich Borough Council
Grafton House
15-17 Russell Road
IPSWICH IPI 2DE

5.3 Meetings of the CIMS

- 5.3.1 The CIMS shall meet at least twice in every municipal year. In 2021/22 municipal year the Committee will meet in June to agree the work programme for the Joint Service for 2021/22 and in January to agree a budget proposal for 2022/23 which will be put to the Cabinet/Executive of each Partner Authority. This pattern is expected to be repeated for each year of the Agreement. This does not preclude other meetings being held throughout the year as required.
- 5.3.2 The June meeting of the CIMS will be the Annual General Meeting. At the Annual General Meeting the Committee shall determine and approve the programme of meetings to take place that municipal year.
- 5.3.3 The Chair of the CIMS may call other meetings as necessary in addition to those set out in the schedule of meetings approved at the relevant Annual General Meeting provided each Partner Authority approves the date and time of any such additional meetings.
- 5.3.4 The Chair may cancel/rearrange a meeting if there is insufficient business to justify the meeting being held or if other circumstances make it appropriate for the meeting to be held at a different date/time, provided each Partner Authority agrees to the

cancellation of any meeting and approves the date and time of any rearranged meeting.

- 5.3.5 At the Annual General Meeting the Chair, Vice-chair and any Sub-Committees of the CIMS shall be appointed, but nothing in this paragraph prevents the Committee establishing a Sub-Committee at any other time.
- 5.3.6 The Committee shall appoint the posts of Chair and Vice-chair of the Committee each year at the Annual General Meeting.
- 5.3.7 The quorum for a valid meeting of the Committee shall be three.
- 5.3.8 The Chair of the Committee will be alternated between both Partner Authorities. In the second and subsequent years of the Committee's operation the Chair shall be a Committee Member appointed by a different Partner Authority from the previous year's Chair.
- 5.3.9 The meetings of the Joint Committee will alternate between the venues in Colchester and Ipswich and so if a meeting is held in Colchester then the following meeting will be held in Ipswich.
- 5.3.10 A printed copy of the summons, the agenda for each meeting, any relevant reports and the minutes of the previous meeting shall be despatched by the Clerk of the Committee at least five (5) clear days before such meeting to each Committee Member.
- 5.3.11 At the same time such papers will also be despatched to:
 - a) The Proper Officer for each Partner Authority
 - b) Chair of each of the Partner Authority's Overview and Scrutiny Committee with responsibility for scrutiny in respect of museums and/or finance matters and to the Chief Executive of each Partner Authority or such other senior officer of a Partner Authority as may be nominated in writing by a Partner Authority to the Clerk of the Committee; or
 - c) Such other addresses as a Partner Authority may nominate in writing from time to time to the Clerk of the Committee.
- 5.3.12 The summons shall contain notice of all business, except urgent business, which is required to be brought before the Committee either in the ordinary course of the business, or which is brought to the Chair, the Vice-chair or the Clerk of the Committee.
- 5.3.13 Meetings of the Committee will be open to the public and press except where the Committee resolve that the press and public be excluded (which may only be during consideration of items containing confidential or exempt information within the meaning of the Local Government Act 1972).
- 5.3.14 Minutes of the Committee shall (subject to the provisions of paragraph 5.3.13 above) be available to the public and press as though they were minutes of a meeting of a Partner Authority.
- 5.3.15 The Chair in consultation with the Vice-chair of the committee or a Partner Authority may invite any person to attend a meeting of the Committee for the purpose of making a presentation, or participating in discussion, on any item relevant to the Committee's functions where that person is able to provide a professional or

commercial viewpoint, which the Chair of the committee or the Partner Authority considered would be of assistance to the Committee.

5.4 Decision Level

5.4.1 The CIMS will be responsible for:

- a) Agreeing an annual work programme for the Joint Museum Service.
- b) Agreeing level of service provision as agreed through the annual budget setting process of each Partner Authority and as set out in this Agreement.
- c) Making budget decisions related to the use of/funding of end of year surplus or deficit situations and transitional employee savings subject to the provisions in section 3.

5.4.2 Functions under section 13 to section 20 of the Public Libraries and Museums Act 1964 are excluded from the remit of the CIMS. Such functions will be exercised by the relevant Cabinet/Executive of each Partner Authority. Functions under Section 12 of the 1964 Act are limited to the provisions of this Agreement.

5.4.3 The CIMS will not have responsibility for staffing decisions but the Partner Authorities agree that:

- a) the recruitment and selection of the most senior employee in the Joint Museum Service will be carried out jointly by officers of the Partner Authorities.
- b) the recruitment and selection of any senior or managerial employee in the Joint Museum Service who will work wholly or predominantly in Ipswich will be carried out jointly by officers of the Partner Authorities.

5.4.4 The parameters for operational details will be set through the annual work programme for the Joint Service. Within these parameters operational decision will be taken by appropriate officer in accordance with a Scheme of Delegation.

5.5 Monitoring and Assessment

5.5.1 The CIMS will be responsible for monitoring and assessing the Joint Museum Service in terms of its:

- a) Performance against the agreed work programme
- b) Performance against budget
- c) Performance against any relevant National or Local Performance Indicators.

5.6 Scrutiny Arrangements

5.6.1 The decisions made by (and, for the avoidance of doubt, not mere recommendations of) the CIMS shall be subject to the Overview and Scrutiny arrangements of each Partner Authority.

5.6.2 Decisions or actions of the CIMS shall be notified to the Proper Officer of each Partner Authority together with all those to whom agenda papers etc are despatched in accordance with this Agreement within seven (7) working days of the decision being reached or the actions being taken, as the case may be.

5.6.3 The CIMS Members and their officer advisors shall fully co-operate with the relevant Overview and Scrutiny Committee of the Partner Authorities and shall, where requested, attend any meeting of any relevant Overview and Scrutiny Committee.

5.7 Call in

- 5.7.1 Any decision or action of the CIMS may be called in for scrutiny by members of a Partner Authority. A decision is called in by members of a Partner Authority in the same way in which they would call in a decision of that Partner Authority's Executive except that:
- a) Decision may not be called-in after 5pm on the 5th working day after the date upon which the decision is published.
 - b) A call in of such a decision or action can only be made if the decision or action concerned affects the Partner Authority whose membership wishes to call in the decision or action.
- 5.7.2 Once a decision is called in it may not be implemented until the Scrutiny Arrangements of the Partner Authority whose membership has called in the decision or action has been completed. Where a Scrutiny Committee or a Full council makes recommendations to the CIMS the CIMS shall arrange for the decision to be reconsidered in the light of comments made by the Executive/Cabinet or the Full Council and the final decision of the CIMS shall not be subject to call in.
- 5.7.3 The call-in procedure set out above shall not apply where the decision or action being taken by the CIMS is certified by the CIMS as urgent.
- 5.7.4 A Scrutiny Committee must notify the CIMS if it includes in its work programme any aspect of policy development or review relating to the work or functions of the CIMS.
- 5.7.5 Where a Scrutiny Committee has formed recommendations on proposals for development, a Scrutiny Committee shall prepare a formal report and submit it for consideration by the CIMS.
- 5.7.6 The CIMS shall consider the report of a Scrutiny Committee within fifteen (15) working days of it being submitted to the Clerk of the CIMS and shall issue a formal response to such a report.
- 5.7.7 Where any Partner Authority Member or officer is required to attend a Scrutiny Committee, the Chair of that Committee will inform the Monitoring Officer of his own Authority.
- 5.7.8 That Monitoring Officer shall inform the Partner Authority Member or officer in writing giving at least ten 10 working days' notice of the meeting at which he is required to attend, such notice to state the nature of the item on which he is required to attend to give account and whether any papers are required to be produced for the Scrutiny Committee.
- 5.7.9 Where the account to be given to the Scrutiny Committee will require the production of a report, then the Partner Authority Member or officer concerned will be given sufficient notice to allow for preparation of that documentation.
- 5.7.10 Where, in exceptional circumstances, the Partner Authority Member or officer is unable to attend on the required date, then the Scrutiny Committee shall in consultation with the Partner Authority Member or officer arrange an alternative date for attendance which shall be as soon as practicable in relation to the original date specified.

5.7.11 If, having considered the decision or action, a Scrutiny Committee is concerned about it, then it may refer it back to the Committee for reconsideration, setting out in writing the nature of its concerns. If referred back to the Committee for reconsideration the Committee will have a further seven (7) working days to consider whether to amend the original decision or revised the original action taken before reaching a final decision or taking final action.

5.7.12 The operation of the provisions relating to call-in shall be monitored annually by the Clerk of the Committee, and a report submitted to the Committee with proposals for review if necessary.

5.8 Conduct and expenses of members

5.8.1 All Committee Members of the CIMS shall observe at all times the provisions of the Code of Conduct adopted by their Authority.

5.8.2 Each Partner Authority shall be responsible for meeting any expenses to which any CIMS Member or officer appointed by them, as its representative, is entitled as a result of their attendance at duly authorised meetings.

5.9 Liability of CIMS members

5.9.1 Committee Members appointed by the Partner Authorities shall have the same responsibilities and liabilities as those which apply when sitting on other Committee's and bodies as appointed representative on behalf of their Authority.

5.9.2 Where any contractual arrangements are authorised by the CIMS, any liabilities arising under those arrangements will rest with the relevant Partner Authority.

5.9.3 Indemnification for any liabilities which do arise is a matter between the Committee Member and their appointing Authority/Body.

6. Dissolution arrangements

6.1 Criteria

6.1.1 Either party may terminate this Agreement on the expiry of six months' written notice terminating on 31 March in any year.

6.1.2 Either party may terminate this Agreement if the other commits a fundamental breach of this Agreement.

6.1.3 Either party may terminate this Agreement with immediate effect if the other Partner Authority, without the consent of the other, sets its Annual Contribution at a level which is:

a) Less than 90% of the amount recommended by the CIMS or

b) Less than 90% of the previous year's contribution.

6.1.4 The Partner Authorities may agree alternative termination arrangements.

6.1.5 The provisions of section 6 of this Agreement shall survive the termination of the Agreement.

6.2 Financial liability on dissolution

- 6.2.1 At the end of this Agreement Colchester shall as soon as practical draw up accounts showing the financial out-turn of the Joint Museums Account.
- 6.2.2 The Joint Museum Service shall be managed so that as the final out-turn of the Joint Museums Account is as close to zero as possible.
- 6.2.3 Any surplus or deficit on the Joint Museums Account shall be settled/distributed in the following shares:

Ipswich 50%: Colchester 50%

6.3 Transfer of Staff

- 6.3.1 In this paragraph "Ipswich's New Provider" means the person operating Ipswich's Museums from the date upon which this Agreement terminates (and Ipswich's New Provider may be Ipswich).
- 6.3.2 All employees who, during the last year of operation of this Agreement, spent more than 50% of their time on issues specifically relating to Ipswich's museums shall transfer to Ipswich's New Provider.
- 6.3.3 Other employees shall continue to be employed by Colchester, unless the parties agree otherwise.
- 6.3.4 Colchester shall use all reasonable endeavours to ensure that their employees cooperate with Ipswich's New Provider for a period of one year after the termination of the Agreement in order to affect a seamless transfer of Ipswich's Museums to Ipswich's New Provider.
- 6.3.5 For the purpose of facilitating the transfer of any person's employment from Colchester to Ipswich's New Provider Colchester shall supply to Ipswich promptly on request such information as Ipswich shall reasonable require (including information required under TUPE legislation) in order to facilitate the transfer of employees from Colchester to Ipswich's New Provider.

6.4 Artefacts

- 6.4.1 Subject to 6.4.2, when this Agreement ends for any reason, any artefacts which belong to one Partner Authority but which are in the custody of the other Partner Authority shall, if requested, be returned to the owner.
- 6.4.2 Where this Agreement ends and artefacts are stored by one party on behalf of the other party, then to the extent that those artefacts are not collected by the owner within one month from the date of termination, the storing party shall continue to store artefacts for one year from the date of termination, subject to the payment of reasonable storage charges by the owner.

6.5 Other Assets and Property

- 6.5.1 Title to the following property shall be transferred to Ipswich on the termination of this Agreement;

- a) All property belonging to Colchester which is or used at Ipswich's premises (other than temporarily) on the termination of this Agreement.
- b) All property belonging to Colchester to the extent that it relates to Ipswich's museums or collection (including the relevant part of any collections records).

'Property' includes plant, software licenses and operating leases.

- 6.5.2 All property belonging to Ipswich but in Colchester's possession shall be returned to Ipswich immediately upon termination.
- 6.5.3 Colchester shall promptly supply Ipswich with a copy of all intellectual property which belongs to Ipswich or which Ipswich is entitled to use (such copy to be supplied in such format as Ipswich shall reasonably require).
- 6.5.4 Colchester shall provide reasonable assistance with the installation of any software on any computer equipment.
- 6.5.5 The duties in paragraph 6.5.4 shall continue for one year from and after the date of termination.
- 6.5.6 If plant equipment or services has been purchased for the use (directly or indirectly) of both Ipswich and Colchester's museums then the parties shall sell the equipment and split the proceeds of sale in the percentage in which the Joint Museums' account is to be split between Ipswich and Colchester.

7. Review

- 7.1 The Partner Authorities shall keep this Agreement under review. The CIMS may from time to time make recommendations about changes to the Agreement.
- 7.2 The Partner Authorities shall:
 - a) Consider any recommendations for changes to the Agreement made by the CIMS.
 - b) Consider any proposals for change made by the other party.
 - c) Co-operate with each other and the CIMS in the undertaking of reviews of this Agreement.
 - d) Any changes to this Agreement shall be recorded in writing signed on behalf of Ipswich and Colchester.

The common seal of
Ipswich Borough Council
Was hereunto affixed
In the presence of

Authorised Officer

Authorised Officer

The common seal of
Colchester Borough Council
Was hereunto affixed
In the presence of

Authorised Signatory

