

STRATEGIC PARTNERSHIP AGREEMENT

DATED 22nd **day of** February **2022**

BETWEEN

**THE GOVERNMENT OF JERSEY (ACTING THROUGH THE MINISTER FOR ECONOMIC
DEVELOPMENT, TOURISM, SPORT AND CULTURE)**

AND

THE JERSEY HERITAGE TRUST

STRATEGIC PARTNERSHIP AGREEMENT made and entered into this 22nd day of February 2022 BY AND BETWEEN:

- (1) **THE GOVERNMENT OF JERSEY** (acting through the Minister for Economic Development Tourism Sport and Culture for the Department for the Economy) or where the context requires, any administration of the Government of Jersey of 19-21 Broad Street, St Helier, JE2 3RR (**GoJ**) of the one part; and
- (2) **THE JERSEY HERITAGE TRUST** (an association incorporated by Act of the States of Jersey on 16th March 1982 and confirmed by Order of Council dated 18 May 1983) of Jersey Museum and Art Gallery, Weighbridge Place, St Helier, Jersey, JE2 3NG (**JHT**) of the other part.

BACKGROUND:

- A. The GoJ has certain obligations to protect and enhance the Bailiwick's Heritage including by reason of being bound by a number of international treaties and law.
- B. The States of Jersey resolved to establish JHT to co-ordinate various museum and art resources in the Bailiwick and provide other services in relation to Heritage in the Bailiwick and JHT was created by Act of the States of Jersey dated 16 March 1982 and confirmed by Order in Council dated 18 March 1983.
- C. The Parties have entered into various service level agreements, usufructs, leases and other contracts and arrangements since JHT was established and enacted the Public Records Law.
- D. Save as set out in this Agreement, the Parties have agreed to replace all Existing Agreements entered into between themselves with this Agreement with effect from the Effective Date.

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires the following defined terms in the left hand column below shall have the meaning set out opposite such term in the right hand column below:-

Accreditation	Accreditation in respect of the relevant Heritage Service by the Arts Council England, The National Archive or otherwise (as the case may be) and Accredited shall be construed accordingly;
Accredited Sites	<ol style="list-style-type: none">(1) the Castles(2) the Jersey Museum and Art Gallery(3) the Maritime Museum(4) La Hougue Bie(5) Hamptonne(6) Jersey Archive
Agent of Impôts	the person from time to time appointed as the Agent of Impôts, the Deputy Agent of

	Impôts and such persons and officers appointed under Article 4(1) of the Customs and Excise (Jersey) Law 1999 who assist the Agent of Impôts in the exercise of the Agent of Impôts functions under that law;
Annual Additional Heritage Items List	has the meaning ascribed to it in Schedule 1 paragraph 2.12;
Approval Process	has the meaning ascribed to it in clause 3.2.2;
Archive Lease	the lease of the land on which Jersey Archive has been constructed; which lease is between the Public (as landlord) and JHT (as tenant) and passed before the Royal Court of Jersey on the 28 March 2014;
Archive Records	the Public Records and the Private Records;
Archive Service	the provision of a high-quality, Accredited service for Archives in the Bailiwick including the ongoing curatorship, recording, and collection of the Archive Records of the Bailiwick's Heritage in accordance with the Public Records Law and its contractual obligations contained in this Agreement and Archive Services shall be construed accordingly;
Archives	the documentary by-product of human activity retained for their long-term value. They are contemporary records created by individuals and organisations as they go about their business and therefore provide a direct window on past events. They can come in a wide range of formats including written, photographic, moving image, sound, digital and analogue. Archives are held by public and private institutions and individuals around the world;
Archives and Records Association (UK and Ireland)	the entity known by such name in England or any other body with similar responsibilities as may from time to time replace the Archives and Records Association (UK and Ireland);
Arts Council England	the entity known by such name in England or any other body with similar responsibilities as may from time to time replace Arts Council

	England in respect of accrediting the Museum Service;
Bailiwick	the Bailiwick of Jersey which comprises the island of Jersey, its territorial waters (as detailed in the Territorial Sea Act 1987 (Jersey) Order 1997 (as amended from time to time) and any uninhabited islets located within those territorial waters;
Board of Trustees	the board of trustees of JHT as the same may be constituted or re-named from time to time;
Castles	Elizabeth Castle and Mont Orgueil Castle as the same are more fully described in the Usufruct Contract;
Collections	the Public Collection, the JHT Collection and the Other Collections;
Collections Policies	has the meaning ascribed to it in Schedule 1 paragraph 2.2;
Commercially Sensitive Information	information of a commercially sensitive nature relating to JHT, its intellectual property rights or its business or which JHT has advised GoJ from time to time during the Term, if disclosed by GoJ, would cause JHT significant disadvantage or material financial or other loss;
Confidential Information	<p>all confidential information (however recorded or preserved) disclosed by a Party or its Representative to the other or that Party's Representative in connection with this Agreement other than pursuant to the Public Records Law, including but not limited to:</p> <ul style="list-style-type: none"> (1) any information that would be regarded as confidential by a reasonable person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing Party; or (ii) the operations, processes, know-how, designs, trade secrets or software of the disclosing Party; (2) any information developed by the Parties or either of them in the course

	<p>of performing their respective obligations under this Agreement;</p> <p>(3) Personal Data; or</p> <p>(4) any Commercially Sensitive Information;</p>
Conservation Plans	<p>the conservation plans, adopted by the Board of Trustees (whether before or after the Effective Date) in respect of any Heritage Site which JHT identifies as requiring a conservation plan and Conservation Plan shall be construed accordingly. The Conservation Plans in existence as at the Effective Date are available at www.jerseyheritage.org/historicbuildings;</p>
Consultation	<p>consultation (whether in the Bailiwick or otherwise) with any person (including Other Heritage Consultants), Government Ministers, departments or administrations or any body or person created by statute, and who or which either has a responsibility, concern or interest with or in Heritage and Consult shall be construed accordingly;</p>
Controller, processor, data subject, and Request	<p>each as defined in the DPL;</p>
Department for Digital, Culture, Media & Sport in the United Kingdom	<p>the department of the government of the United Kingdom known by such name as at the Effective Date or any other department of the government of the United Kingdom with similar responsibilities in respect of Heritage as may replace the Department for Digital, Culture, Media & Sport in the United Kingdom;</p>
DPL	<p>Data Protection (Jersey) Law 2018;</p>
Effective Date	<p>the date of this Agreement or such later date as may be agreed between the Parties under the provisions of Sub-Clause 2.2;</p>
EL	<p>the Government of Jersey Export Licence as detailed in the Customs and Excise (Import and Export Control) (Jersey) Order 2006 and ELs shall be construed accordingly;</p>
Enactment	<p>any law or <i>reglement</i> enacted by the States</p>

	of Jersey or any order or regulation enacted pursuant to any Order of her Majesty in Council or Act of the United Kingdom Parliament having effect as law in Jersey and any terms defined in any such Enactment shall have the same meaning in this Agreement unless expressly provided otherwise;
Existing Agreements	<ul style="list-style-type: none"> (1) an agreement dated 7 December 1993 between The Public Services Committee of the States of Jersey and JHT in relation for the care, conservation and display of the Public Collection; (2) a Service Level Agreement dated 20 April 2018 between GoJ and JHT in respect of the identification and protection of the historic environment; (3) a Partnership Agreement between The States of Jersey Economic Development, Tourism, Sport and Culture Department and JHT signed on 21 March 2017 and 7 April 2017 respectively; (4) a Management Agreement dated 19 March 2007 between the Public and JHT relating to operation of the Fort Regent Signal Station; (5) a Partnership Agreement dated 24 September 2012 between Customs & Immigration and JHT regarding the OEGs; and (6) A transfer agreement in respect of the coin and note collection between Treasury and Exchequer and JHT signed 3 December 2019 and 19 December 2019.
Expert	an expert appointed pursuant to the provisions of Clause 5.1.14 who shall act as an expert and not as an arbitrator;
Export Item	an item of historical, archaeological or cultural significance which a person or entity is proposing to export out of the Bailiwick,

	whether on a permanent or temporary basis;
FOIL	Freedom of Information (Jersey) Law 2011;
Forts and Towers Lease	the lease of various forts, towers, buildings and other historical sites and land between the Public (as Landlord) and JHT (as Tenant) passed before the Royal Court of the Bailiwick on the 11 December 2020;
Funding	has the meaning ascribed to it in clause 5.1.1;
Funding Agreement	has the meaning ascribed to it in clause 5.1.1;
GoJ Information	information (as defined in article 1 of the FOIL) and any Confidential Information belonging to GoJ (other than a Public Record) which is either held by GoJ or held on behalf of GoJ by JHT;
Government Archive Delegate	the person or persons nominated from time to time by GoJ during the Term as representing the GoJ in respect of JHT's obligations under this Agreement to provide the Archive Services whose identity shall be notified to JHT from time to time by GoJ;
Government Entities	a Department referred to in Article 1 of the Departments of the Judiciary and the Legislature (Jersey) Law 1965, any administration of the States of Jersey, any corporation owned by the States of Jersey or in which the States of Jersey have a controlling interest, any office or institution in Jersey where natural persons who are officers or are employed by the States of Jersey or the States Employment Board and work in their capacity as such officers or employees and Government Entity shall be construed accordingly;
Government HE Delegate	the person or persons nominated from time to time by GoJ during the Term as representing the GoJ in respect of JHT's obligations under this Agreement to provide the Historic Environment Services whose identity shall be notified to JHT from time to

	time by GoJ;
Government Museum Delegate	the person or persons nominated from time to time by GoJ during the Term as representing the GoJ in respect of JHT's obligations under this Agreement to provide the Museum Services whose identity shall be notified to JHT from time to time by GoJ;
Grosnez Lease	the contract lease for the ruins of the medieval fortress known as Grosnez Castle between Rosel Estates Limited (as landlord), JHT (as tenant) and Emma Henrietta Johnston née Lempriere, Dame du Fief de Rosel at de Dielament passed before the Royal Court of Jersey on the 1 April 2016;
HAP	the Heritage Advisory Partnership established and operated pursuant to the terms of this Agreement;
Hamptonne Lease	the contract lease of the houses, buildings, yards, greenhouses, avenues, land and appurtenances comprising the site known as Hamptonne between La Société Jersiaise (as landlord) and JHT (as tenant) passed before the Royal Court of Jersey on the 21st day of December 2018;
Heritage	anything inherited from the past which has been or should be identified as having significance or value to the Bailiwick, whether cultural, natural, manufactured, tangible or intangible;
Heritage Government Body	the Government Entity from time to time throughout the Term primarily responsible for the operation of this Agreement as notified by GoJ to JHT;
Heritage Government Delegates	the Principal Heritage Government Delegate, the Government Archive Delegate, the Government HE Delegate and the Government Museum Delegate;
Heritage Services	the Museum Service, the Archive Service, the Historic Environment Service and any additional obligations undertaken by JHT under this Agreement and other Heritage support and ongoing service as agreed to

	be provided by JHT during the Term in accordance with Clause 4.4;
Heritage Site	any Heritage land, structure or building in Jersey (including the Accredited Sites);
Heritage Site Agreements	all and any usufructs, leases and other occupation agreements entered into during the Term or in place before the Effective Date under which JHT occupies or manages a Heritage Site which it is not the legal owner of, including but not limited to the Forts & Towers Lease, the Archive Lease, the Castles Usufruct contract, the Hamptonne Lease, La Hougue Bie Lease, the Grosnez Lease and La Cotte Lease and Heritage Site Agreement shall be constructed accordingly;
Heritage Strategy	has the meaning ascribed to it in clause 3;
Historic Environment Record	an information service providing access to comprehensive and dynamic resources relating to the local archaeological sites and finds, historic buildings and historic landscapes of the Bailiwick;
Historic Environment Service	identifying, understanding, procuring understanding and protecting the Heritage buildings and places of the Bailiwick in line with best practice;
ICH	has the meaning ascribed to it in Schedule 1 paragraph 3;
Jersey Archive	a building constructed by JHT called "Jersey Archive" situated in the Parish of St Helier;
Jersey Waverley Criteria	the criteria specified in paragraph 6.1 of Schedule 1 as may be amended or replaced by JHT and as agreed with the Agent of Impôts from time to time during the Term;
JHT Collection	all Heritage items owned by JHT;
La Cotte Lease	the contract lease of headland, cave and appurtenances comprising the site known as 'La Cotte' between La Société Jersiaise (as landlord) and JHT (as tenant) passed before the Royal Court of Jersey on 21 December 2018;

La Hougue Bie Lease	the contract lease of the land, buildings, crypt, chapel and appurtenances comprising the site known as 'La Hougue Bie' between La Société Jersiaise (as landlord) and JHT (as tenant) passed before the Royal Court of Jersey on the 21 day of December 2018;
LAP	The Listing Advisory Panel the members of which are invited by JHT to join on such terms as JHT shall determine. As at the Effective Date, the LAP has members representing: (1) the National Trust for Jersey, La Société Jersiaise, the Association of Jersey Architects and JHT's experts;
Museum	The definition adopted from time to time by the International Council of Museums as to what constitutes a museum. As at the Effective Date, the current definition is: A non-profit, permanent institution in the service of society and its development, open to the public, which acquires, conserves, researches, communicates and exhibits the tangible and intangible heritage of humanity and its environment for the purposes of education study and enjoyment;
Museum Service	the provision of high-quality, Accredited Museum or Museums for the Bailiwick, including the curatorship of the Collections.
Museums Association	the entity known by such name in England or any other body with similar responsibilities as may from time to time replace the Museums Association;
Other Collections	all Heritage items, which do not form part of the Public Collection or the JHT Collection but which are under the care or management of JHT and accessioned into the Collections including without limitation the collections owned by La Société Jersiaise which JHT manages pursuant to an agreement dated 21 December 2018 between La Société Jersiaise and JHT ;
Other Heritage Consultants	means individuals, organisations (other than JHT), including but not limited to charities,

	whether operating in the Bailiwick or elsewhere, which or who have a focus, interest or purpose in Heritage or an element of it and Other Heritage Consultant shall be construed accordingly;
Parties	GoJ and JHT and Party shall be construed accordingly;
Personal Data	has the meaning ascribed to it in the DPL;
Principal Heritage Government Delegate	the person or persons nominated from time to time by the GoJ during the Term as having primary responsibility within GoJ for the smooth operation of this Agreement;
Private Records	such records which JHT has obtained the custody and control of pursuant to Article 10(b) or (c) of the Public Records Law;
Public	the Public of the Island of Jersey;
Public Collection	all Heritage items (excluding Public Records) owned by the Public or any Government Entity and which have been accessioned into the Collections (and have been allocated an Accessions number and with the prefix "PW" or "States") and which are under the management of JHT pursuant to this Agreement;
Public Records	shall have the meaning set out in Article 3 of the Public Records Law;
Public Records Law	the Public Records (Jersey) Law 2002;
Records Advisory Panel	the panel established under article 14(1) of the Public Records Law;
Relevant Heritage Strategy Period	the period of time defined in Clause 3.1.2;
Remedy	has the meaning ascribed to it in clause 6.1.1;
Remedy Date	has the meaning ascribed to it in clause 6.1;
Representative	In relation to a Party means any of its employees, officers, consultants, contractors, subcontractors, appointed agents and advisors and Representatives

	shall be construed accordingly;
Request	has the meaning ascribed to it in clause 4.4;
Request for Information	has the meaning ascribed to it in article 2 of the FOIL;
Research Framework	has the meaning ascribed to it in Schedule 1 paragraph 12.1;
Resolution Body	has the meaning ascribed to it in clause 6.1;
Response	has the meaning ascribed to it in clause 4.4;
Signal Operation Service	the service described in Appendix 1 as may be amended from time to time by agreement between the Parties;
Sites	any Heritage Site owned, licenced or leased to or otherwise occupied or under the management or control of JHT at any time during the Term and Site shall be construed accordingly;
Term	the term of this Agreement, which shall run from the Effective Date and continue unless and until terminated pursuant to any provision of the Agreement;
The National Archive	the entity known by such name in England or any other body with similar responsibilities as may from time to time replace The National Archive in respect of accrediting the Archive Service;
Transfer	any sale, gift, lease, licence or other transfer, whether of ownership or responsibility;
UNESCO	The United Nations Educational Scientific and Cultural Organization;
Usufruct Contract	the usufruct contract passed before the Royal Court of Jersey on the 13 December 1996 by which the Public granted a right of enjoyment of the Castles to JHT; and
Visitor Sites	has the meaning ascribed to it in paragraph 4.1 of Schedule 1.

- 1.2. References to a clause sub-clause schedule paragraph or annexure are references where the context so admits to a clause sub-clause schedule paragraph or annexure

of this Agreement same as otherwise specified in this Agreement.

- 1.3. The headings in this Agreement are for ease of reference only and do not form part of it and shall not be taken into account in the construction or interpretation of this Agreement.
- 1.4. Words importing the singular meaning where the context so admits shall include the plural meaning and vice versa.
- 1.5. Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.
- 1.6. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit or allow infringement of that restriction.
- 1.7. Any consent or approval required under this Agreement shall be required to be obtained before the act or event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing.
- 1.8. References to JHT shall where appropriate include references to its agents and, to the extent permissible by its constitution or rules, the Board of Trustees or an employee operating with authority under any scheme of delegation of JHT in place from time to time during the Term.
- 1.9. References to any Enactment shall be construed as including references to any amendment modification consolidation or re-enactment of it for the time being in force and to any statutory rules regulations or orders made pursuant to it and to any former Enactments of which it is a consolidation re-enactment or modification.
- 1.10. The *ejusdem generis* rule of construction shall not apply to this Agreement so general words shall not be given a restrictive meaning by reason of particular examples mentioned in this Agreement.

2. EFFECTIVE DATE, TERM AND CANCELLATION OF EXISTING AGREEMENTS

- 2.1. This Agreement shall come into force and effect on the Effective Date.
- 2.2. The Parties may agree prior to entering in this Agreement that the Effective Date shall be an agreed specified date being later than the date of this Agreement. In the absence of any such agreement, the Effective Date shall be the date of this Agreement as shown on page 1.
- 2.3. Save as specified in this Agreement with effect from the Effective Date all Existing Agreements shall be cancelled and of no further effect.
- 2.4. This Agreement shall continue during the Term unless and until terminated:
 - 2.4.1. by either party serving upon the other 12 months' prior written notice of termination; or
 - 2.4.2. otherwise pursuant to the terms of this Agreement.

3. SETTING, APPROVING, FUNDING AND DELIVERING A HERITAGE STRATEGY

Throughout the Term the Parties shall work together collaboratively to develop and deliver a Heritage strategy for the Bailiwick (the **Heritage Strategy**) in a prompt and timely fashion and in the following manner:

3.1. **Drafting and developing a Heritage Strategy**

- 3.1.1. Throughout the Term, JHT shall be responsible for drafting and developing the Heritage Strategy for approval by GoJ.
- 3.1.2. The Parties shall agree the time period for each Heritage Strategy and when it shall be required to be updated, renewed or replaced (the **Relevant Heritage Strategy Period**).

3.2. **Agreeing and approving a Heritage Strategy**

- 3.2.1. The Parties shall discuss and agree the relevant method for setting each Heritage Strategy, including any appropriate method of Consultation.
- 3.2.2. The Heritage Strategy shall be presented by JHT to GoJ as stipulated by the Principal Heritage Government Delegate. The Principal Heritage Government Delegate shall ensure that each Heritage Strategy throughout the Term is presented promptly to the States of Jersey, the Council of Ministers or the Heritage Government Body as necessary for approval with a view to it being approved prior to the expiry of the prior Relevant Heritage Strategy Period (the **Approval Process**).

3.3. **Delivery of the Heritage Strategy**

Following completion of the Approval Process and subject to the entry into of the relevant Funding Agreement (as defined below), JHT shall use all reasonable endeavours to deliver on those aspects of the Heritage Strategy that JHT has responsibility for during each Relevant Heritage Strategy Period throughout the Term.

4. **JHT OBLIGATIONS**

Throughout the Term and subject to the GoJ complying with its obligations under this Agreement:

- 4.1. JHT shall provide the Heritage Services and shall further undertake the specific services in respect of the Heritage Services detailed in Schedule 1.
- 4.2. JHT may as it considers fit provide such further advice and support to GoJ on all matters concerning Heritage. GoJ shall not be under any obligation to act upon the advice provided by JHT under this clause 4.2.
- 4.3. In the fulfilment of its obligations at clause 4.1 and 4.2, JHT shall engage such appropriately qualified professionals, experts or entities as JHT determines in its absolute discretion are required for it to provide the Heritage Services and to comply with its obligations under each Heritage Strategy and otherwise under this Agreement.
- 4.4. If GoJ shall during the Term require additional Heritage Services, the Principal Heritage Government Delegate shall notify JHT (the **Request**) and within 30 calendar days of the Request, JHT shall revert to the Principal Heritage Government Delegate to advise whether it is able to provide such additional service and, if so, the funding implication (if any) of so doing (the **Response**).
- 4.5. The Parties shall then endeavour (each acting reasonably) to agree the ongoing provision of the additional service within 30 calendar days following the Response. In the event that no agreement is reached, JHT shall not be required to service the same and GoJ shall be entitled to source such additional support from any Other Heritage Body (or otherwise).

- 4.6. For so long as it is in existence, JHT shall:
 - 4.6.1. attend all meetings of the HAP;
 - 4.6.2. provide secretarial and other administrative services to the HAP, including the keeping of minutes available for public inspection; and
 - 4.6.3. provide such other support as reasonably required by the Heritage Government Delegate to the HAP.

5. **GOJ OBLIGATIONS**

- 5.1. Throughout the Term and in addition to any other provisions of this Agreement, GoJ shall perform and undertake the following roles, obligations, duties and responsibilities:
 - 5.1.1. to provide a reasonable level of funding (having regard to JHT's obligations under this Agreement) to JHT to ensure that it can deliver its obligations under the Heritage Strategy and otherwise under this Agreement (**Funding**). Funding shall be the subject of separate funding commitment agreements to be entered into between the Parties during the Term (the **Funding Agreement** or **Funding Agreements**).
 - 5.1.2. to put in place a clear management structure (and an appropriate scheme of delegation and areas of responsibility as between the Heritage Government Body and other Government Entities and each of the Heritage Government Delegates to (i) enable JHT to deliver its obligations under the Heritage Strategy and otherwise in this Agreement and to (ii) ensure compliance with GoJ responsibilities contained in this Agreement.
 - 5.1.3. to appoint the Heritage Government Delegates and ensure that the Heritage Government Delegates are in position throughout the Term with clear responsibility to perform the functions and roles described in this Agreement.
 - 5.1.4. to drive and maintain States Assembly and ministerial support for Heritage in the Bailiwick, whether through legislation or other statutory framework, compliance with International Treaties relating to Heritage, political support for funding or more widely or otherwise.
 - 5.1.5. whilst complying with the agreed terms of reference of the HAP and for so long as it is in existence procure that the Minister from time to time during the Term with principal political responsibility for Heritage (or in their absence the Principal Heritage Government Delegate) shall chair all meetings of the HAP.
 - 5.1.6. to procure that any Government Entity responsible for performance of any aspect of this Agreement shall perform the GoJ obligations specified in this Agreement in accordance with the terms of this Agreement.
 - 5.1.7. to assist and support JHT in ensuring that the Accredited Sites remain Accredited throughout the Term.
 - 5.1.8. to delegate the management of the Public Collection to JHT pursuant to the terms of this Agreement.
 - 5.1.9. to ensure that it and any other Government Entity complies with any Enactment which relates to or concerns the obligations contained in this Agreement.
 - 5.1.10. in respect of the Signal Station, shall

- 5.1.10.1. at its sole cost, maintain the mast and to the extent necessary replace it provided always that such maintenance and replacement must reflect the historical significance of the Signal Station; and
- 5.1.10.2. to the extent it is necessary to construct or place any pipes, cables, mobile telephone masts or other network equipment at the Signal Station to ensure that such permission and the subsequent completion of that work is made in compliance with any Enactments (including but not limited to any Enactments relating to listed buildings or structures).
- 5.1.11. in respect of the Historic Environment Record and Research Framework, GoJ undertakes that it and all other Government Entities will regard the Historic Environment Record and Research Framework as a key source of information concerning the Heritage of the Bailiwick and will accordingly have regard to its contents when making decisions that affect or concern Heritage in the Bailiwick.
- 5.1.12. whilst any item forming part of the Collections is loaned to GoJ or any Government Entity, to insure that item or items and to take all reasonable steps to safeguard that item against theft, fire, flood and other risks and maintain appropriate insurance for such premises where the item is stored or displayed.
- 5.1.13. In respect of ELs, GoJ shall procure that the Agent of Impôts shall:
 - 5.1.13.1. Notify JHT when it receives an application for an EL in respect of an Export Item;
 - 5.1.13.2. only issue or refuse an EL on the advice of JHT (following the procedure set out in Schedule 1, paragraph 6) and not otherwise;
 - 5.1.13.3. provide JHT with all necessary and requested information to enable JHT to perform its functions set out in Schedule 1, paragraph 6;
 - 5.1.13.4. only consult with personnel as notified to the Agent of Impôts by JHT from time to time during the Term.
- 5.1.14. to ensure that GoJ and any other Government Entity procures that any planning condition imposed under article 23(2)(e) or planning obligation entered into under article 25 of the Planning and Building (Jersey) Law 2002 provides an obligation to ensure that any archaeological artefacts, archaeological reports and or historic building reports are deposited with JHT and the HER.
- 5.1.15. to use all reasonable endeavours ensure that any treaties relating to Heritage which GoJ have adopted or which have been extended to the Bailiwick as at the Effective Date are adhered to. Following the Effective Date to consult with JHT as regards the adoption or subsequent extension of any other international treaties concerning Heritage prior to that international treaty being adopted or extended.
- 5.1.16. to ensure throughout the Term that there is appropriate legislation in place in the Bailiwick to maintain and preserve the Bailiwick's Heritage.

- 5.1.17. to appropriately communicate the Heritage Strategy across all Government Entities.
- 5.1.18. for so long as the HAP is in existence, GoJ shall organise at least 2 meetings of the HAP during every year of the Term or such other additional meetings as JHT shall reasonably request.
- 5.1.19. to undertake a review and report to the HAP during each Relevant Heritage Strategy Period of the position in relation to the Bailiwick's adherence to any treaties relating to Heritage which GoJ have adopted or which have been extended to the Bailiwick.

6. DISPUTE RESOLUTION

- 6.1. If a dispute arises as to the terms of this Agreement and which does not fall to be dealt with in another manner specified in the relevant clause of this Agreement, or if either Party commits or allows to be committed a breach of its obligations under this Agreement and does not remedy such breach within 6 months of a written notice being given to it by the other (specifically referring to this clause) requiring such remedy then in such circumstances (such 6 month expiry date shall be referred to below as the **Remedy Date**), the Parties shall use all reasonable endeavours to resolve the matter through a body comprising 2 individuals from each Party (and selected by the applicable Party within 21 calendar days of notice by either Party to the other) (the **Resolution Body**), which Resolution Body shall be charged:

- 6.1.1. in the case of an allegation of breach of this Agreement:

- 6.1.1.1. to determine whether a breach of this Agreement has been committed; and
- 6.1.1.2. if a breach has been so committed to determine either what remedy (if any) should be applied to compensate the non-breaching party for such breach; or
- 6.1.1.3. in all other cases, to resolve any such other dispute or question of interpretation as to the meaning of any provision of this Agreement between the Parties;

each determination whether under Sub-Clause 6.1.1.1 or 6.1.1.2 shall be referred to as a **Remedy**.

- 6.2. It being understood and agreed between the Parties that (i) the Resolution Body shall be entitled to take legal advice prior to submitting the Remedy to the Parties; and (ii) both Parties agree to be bound by the Remedy, save in the case of manifest error or fraud.
- 6.3. In the event that the Resolution Body has (i) not been properly constituted in accordance with Clause 6.1; or (ii) has been duly constituted but has failed to submit the Remedy to the Parties within 3 months of the Remedy Date; or; then in either such case either Party shall be entitled to request that the President of the Jersey Law Society appoints an Expert (not being a member of either party), who having heard the Parties and with the power to take professional advice, shall determine the dispute.
- 6.4. If the dispute is not resolved between the Parties within 6 months of the Remedy Date either Party may cancel this Agreement in accordance with the provisions of clause 2.4.1.

7. SERVICE OF NOTICE

- 7.1. Any notice required to be given by any of the Parties under this Agreement may be sent by post or email to the address and email address of the addressee as set out in this Agreement, in either case marked for the attention of the relevant person named below, or to such other address and/or email address and/or marked for the attention of such other person as the addressee may from time to time have notified for the purposes of this Clause.
- 7.2. Communications sent by post shall be deemed to have been received 48 hours after posting.
- 7.3. Communications by email shall be deemed to have been received at the time of sending PROVIDED THAT if the email is sent either after 5.00pm or on a day which is not a usual business day, it shall be deemed to have been received at 11.00am on usual business day immediately following thereafter.
- 7.4. In proving service by post it shall only be necessary to prove that the notice was contained in an envelope which was duly addressed and posted in accordance with this Clause and in the case of email it shall be necessary to prove that the email was duly sent to the correct email address.
- 7.5. To GoJ:
- Address: 19-21 Broad Street, St Helier, Jersey JE2 3RR
- Email: To: economy@gov.je
- For the attention of: Director General Economy
- 7.6. To JHT:
- Address: Jersey Museum, The Weighbridge St Helier, Jersey JE2 3NG
- Email: jon.carter@jerseyheritage.org
- For the attention of: The Chief Executive

8. CONFIDENTIALITY

- 8.1. Subject to each Party's statutory obligations under the FOIL, each Party shall keep secret and treat as confidential all Confidential Information obtained from the other during the Term and shall not disclose such information to any person other than its Representatives where such disclosure is required for the performance of the Party's obligations under the Agreement. This clause shall not extend to information which was already in the lawful possession of a Party prior to the Effective Date or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious.
- 8.2. Notwithstanding the above, GoJ may disclose any Confidential Information:
- 8.3. To any department or administration of GoJ or to any person or organisation engaged in providing any services to GoJ for any purpose relating to or ancillary to the Agreement;
- 8.4. For purposes of examination and or onward disclosure by the Comptroller and Auditor General, the States Greffe, and the Public Accounts Committee or such other committees or scrutiny panels established by GoJ;

- 8.5. Which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon it, including any requirements for disclosure under the FOIL (as referenced at clause 9 below);
- 8.6. The obligations of confidentiality under this clause shall survive any termination of the Agreement.

9. FREEDOM OF INFORMATION LAW

- 9.1. JHT acknowledges that GoJ is subject to the requirements of the FOIL.
- 9.2. JHT shall, if it is notified by GoJ that it has received a Request for Information:
 - 9.2.1. provide such assistance and cooperation as reasonably requested by the GoJ to enable GoJ to comply with its obligations under the FOIL;
 - 9.2.2. Subject to clause 9.3, transfer to GoJ all Requests for Information for GoJ Information that it receives as soon as practicable and in any event within 5 working days of receiving the Request for Information; and
 - 9.2.3. provide GoJ with a copy of all GoJ Information in its possession or control to enable GoJ to respond to the Request for Information within the time for compliance set out in article 13 of the FOIL.
- 9.3. Should the Request for Information concern a request to see a Public Record which has been transferred to JHT pursuant to the Public Records Law, the Parties agree that the provisions of this clause 9 shall not apply and instead the provisions of the Freedom of Information (Jersey Heritage Trust) (Jersey) Regulations 2014 shall apply.
- 9.4. JHT acknowledges that GoJ may be required under the FOIL to disclose Commercially Sensitive Information belonging to JHT. Should the Request for Information relate to or touch and concern Commercially Sensitive Information of JHT, GoJ shall take all reasonable steps to notify JHT of the Request for Information (in accordance with the Jersey Office of the Information Commissioner's Freedom of Information Code of Practice issued under article 44 of the FOIL) and consult with JHT to the extent that it is permissible and reasonably practical for it to do before responding to the Request for Information but (notwithstanding any other provision in this Agreement) GoJ shall be responsible for determining at its absolute discretion whether any Commercially Sensitive Information and/or any other GoJ Information is to be disclosed in response to a Request for Information or is exempt from disclosure in accordance with the provisions of the FOIL.
- 9.5. JHT shall ensure that all GoJ Information that is in its possession or control during the Term is retained for disclosure or as otherwise agreed and shall permit GoJ to inspect such records (including but not limited to audit records of such GoJ Information) as requested from time to time.
- 9.6. The provisions of this clause shall survive the continuance of the Agreement and indefinitely after its termination.

10. DATA PROTECTION

- 10.1. Both Parties acknowledge and agree that for the purposes of the DPL, each Party is a controller of Personal Data belonging to it and shall comply with all applicable requirements pursuant to the DPL which apply to controllers. It is further acknowledged that during the Term there may be occasions where the Parties are joint controllers of Personal Data.

- 10.2. Both Parties further acknowledge and agree that there may be occasions during the Term where a Party acts as a processor in respect of Personal Data belonging to the other. Where such a Party acts as a processor, the provisions of article 19(4) of DPL shall apply and shall be incorporated into this Agreement by reference for the duration of that processing.
- 10.3. Each Party agrees that should it receive a Request from a data subject in respect of Personal Data that the other Party is controller of, to notify that Party without undue delay. The Parties further agree to provide such appropriate and reasonable assistance required to enable the Request to be responded to within the time limits imposed by the DPL. The Party who is the Controller of the Personal Data subject to the Request shall have overall responsibility for responding to it, but if both Parties are Joint Controllers of the Personal Data subject to the Request they shall promptly discuss, agree and implement the most effective way of responding to the Request.

11. INTELLECTUAL PROPERTY

Both Parties agree that all existing intellectual property rights belonging to the Parties as at the Effective Date shall remain the ownership of that respective Party.

12. CONFLICT OF INTERESTS

- 12.1 JHT shall take appropriate steps to ensure that neither JHT nor any member of its senior management team nor any trustee on its board is placed in a position where in the reasonable opinion of the GoJ there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of JHT or such persons and the duties owed to the GoJ under the provisions of the Agreement. JHT will disclose to the GoJ full particulars of any such conflict of interest which may arise.

13. GENERAL

- 13.1. Time shall be of the essence in this Agreement, both as regards the dates and periods specifically mentioned and as to any dates and periods which may by agreement in writing between or on behalf of GoJ and JHT be substituted for them.
- 13.2. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 13.3. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 13.4. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impair the continuation in force of the remainder of this Agreement.
- 13.5. 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 Jersey.
- 13.6. Each Party irrevocably agrees that the courts of Jersey 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.

13.7. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

SIGNED on behalf of **THE MINISTER** in the presence of:-




.....
Director General Richard Corrigan
.....

SIGNED on behalf of **THE JERSEY HERITAGE TRUST** and acting on the authority of a Resolution of the Board of Trustees dated 24 day of January 2022 by Jonathan Carter, Chief Executive, in the presence of:-



.....
CEO JONATHAN CARTER
.....

G. POARMAN



Director of FINANCIAL CRIME STRATEGY
28/02/2022 14:29

Schedule 1

1. In respect of Museum Services:

- 1.1. JHT shall provide a Museum along with such other facilities and premises necessary to provide the Museum Services.
- 1.2. JHT shall use all reasonable endeavours to ensure that each Accredited Site be and remains throughout the Term Accredited by Arts Council England.
- 1.3. JHT shall maintain appropriate levels of public liability insurance for each Accredited Site.
- 1.4. In providing the Museum and the Museum Services JHT shall always have regard to the Code of Ethics for Museums as published and amended from time to time by the Museums Association.
- 1.5. JHT shall provide an online catalogue giving public access to descriptions of catalogued records of the Collection. All sale proceeds derived from this online catalogue shall vest solely with JHT.

2. In respect of the Collections:

- 2.1. JHT shall be responsible and shall have the sole discretion (subject to complying with any contractual obligations binding on JHT relating to any particular Heritage item) for maintaining the historical integrity of the Collections and preserving it for future generations.
- 2.2. as at the Effective Date, the Board of Trustees has adopted the following policies (copies of which appear at Appendix 2 of this Agreement) which shall form the basis on which JHT shall manage the Collections (the **Collections Policies**):
 - 2.2.1. Collections Management Policy;
 - 2.2.2. Collections Development Policy;
 - 2.2.3. Collections Care and Conversation Policy;
 - 2.2.4. Collections Information Policy; and
 - 2.2.5. Collections Access Policy.
- 2.3. The Board of Trustees shall have full discretion to amend, vary or replace the Collections Policies during the Term, and GoJ shall have the right to request copies of the Collections Policies throughout the duration of the Term and on such request, JHT shall provide copies of the same promptly to GoJ.
- 2.4. JHT shall determine at its discretion which items of the Collections to display, the location and duration of such display.
- 2.5. JHT may at its discretion loan items from the Collections (subject always to complying with any other contractual arrangements binding on JHT in respect of such item) and establish appropriate loan arrangements with third parties, including a requirement that the third party shall insure the item or items on loan to them.
- 2.6. Save as set out in Clause 2.5 above, JHT shall insure the Collections at all times and for an appropriate level of cover.
- 2.7. If any item in the Collection is re-produced (in any format) JHT may charge and retain appropriate re-production charges.

- 2.8. The ownership of all items forming part of the Public Collection shall be retained by the GoJ, on behalf of the Public.
- 2.9. In the event that JHT agrees that an item from the Public Collection is to be loaned to GoJ for display in any public building, no charge shall be levied by JHT. Notwithstanding the foregoing JHT shall nevertheless be permitted to remove such item from public display (temporarily or permanently) where it is necessary to maintain the historical integrity of the item and ensure its preservation for future generations.
- 2.10. GoJ retains a right of inspection of the items comprising the Public Collection, by GoJ Ministers, officers and the States of Jersey Auditors, provided always that such item the subject of the inspection provided under this clause is located in the Bailiwick. The Government Museum Delegate shall give JHT at least 6 weeks written notice of a requirement to exercise the right of inspection under the provisions of this Clause.
- 2.11. JHT shall take all reasonable steps to safeguard the Collections against theft, fire, flood and other risks and maintain appropriate insurance for such premises where the Collections (or any item) are stored or displayed. To the extent any item of the Collection is loaned to any third party (whether within the Bailiwick or not) JHT shall use all reasonable endeavours to ensure that such third party complies with the terms of this clause whilst the item is under their possession and control.
- 2.12. Throughout the Term, the Principal Heritage Government Delegate shall inform JHT on an annual basis of any Heritage items that any Government Entity has acquired (whether by gift, acquisition, commission, bequest or by being found on public land) (the **Annual Additional Heritage Items List**). Within 30 calendar days of receipt of the Annual Additional Heritage Items List, JHT shall notify the Principal Heritage Government Delegate whether any item contained on such list is to be accessioned to the Public Collection. Should JHT conclude that an item(s) contained on the Annual Additional Heritage Items List should not be accessioned to the Public Collection, GoJ shall be permitted to deal with such item as it wishes. In determining whether JHT wishes for any item contained on the Annual Additional Heritage Items List to be accessioned into the Public Collection, JHT shall be permitted to inspect such items.
- 2.13. In addition to GoJ's obligations under clause 2.12 above, during the Term should GoJ or any Government entity propose to Transfer any Heritage item (whether it is included on the Annual Additional Heritage Items List or not) JHT shall be notified in advance of such Transfer. Within 30 calendar days of receiving the notice contained in clause 2.12 JHT shall notify the Principal Heritage Government Delegate whether JHT consents to the Transfer of such Heritage item having regard to its heritage integrity to the Bailiwick.

3. In respect of Intangible Cultural Heritage (ICH) in Jersey:

- 3.1. JHT shall research, Consult on, create, publish and maintain an inventory of ICH in Jersey.
- 3.2. JHT shall develop and implement a language programme including (i) within JHT as an organisation; (ii) guidance on its implementation within Government Entities, including guidance on the social and professional use of *Jèrriais*; and (iii) public programmes to increase knowledge, visibility and status of the *Jèrriais* language.

4. In respect of visitor services and community engagement:

- 4.1. JHT shall open to the public such Heritage Sites and for such opening hours agreed between the Parties annually (the **Visitor Sites**).
- 4.2. JHT shall optimise the visitor experience to each Visitor Site during the Term and shall use all reasonable endeavours to promote a positive public perception of Heritage through the visitor experience of the Visitor Sites.
- 4.3. JHT shall throughout the Term engage with the Bailiwick community with a view to optimising engagement with Heritage in a diverse and inclusive manner.
- 4.4. JHT shall have the right to charge the Public entry fees into each Visitor Site provided always that such entry fee is permitted under any other contractual or legal obligation imposed on JHT.

5. In respect of education:

- 5.1. JHT shall operate a continual Heritage educational programme including the facilitation of formal school visits to its Sites, the provision of learning materials for teachers and students and visits from JHT personnel into schools.

6. In respect of ELs:

- 6.1. For the purposes of this Agreement, the Jersey Waverley Criteria shall unless and until amended or replaced during the Term be determined by considering the following questions:
 - 6.1.1. Is the object so closely connected to our history and Bailiwick that its departure would be a misfortune?
 - 6.1.2. Is the object of significance for the study of a particular branch of art, science or history?
 - 6.1.3. Are there any comparable objects already in the Bailiwick?
- 6.2. Throughout the Term, and following notification by the Agent of Impôts that it has received an application for an EL for an Export Item, JHT shall identify, taking into account where relevant the Jersey Waverley Criteria and notify the Agent of Impôts:
 - 6.2.1.1. whether that Export Item is of interest to the Bailiwick;
 - 6.2.1.2. whether or not an EL should be issued for such Export Item(s); and
 - 6.2.1.3. whether any conditions should be imposed upon the particular EL for that particular Export Item.
- 6.3. When carrying out its obligations under Clause 6.2, JHT shall promptly:
 - 6.3.1. notify the Agent of Impôts if research and/or Consultation is required to be undertaken in order to assess the relevant Export Item(s) and as to the progress of such research and or Consultation;
 - 6.3.2. notify the Agent of Impôts if any Export Item(s) may be of interest to the Department for Digital, Culture, Media & Sport in the United Kingdom; and
 - 6.3.3. keep its relevant personnel up to date with any changes in policy relating to the issuing of ELs.

7. In respect of the Archive Service:

- 7.1. JHT shall comply with its statutory obligations under the Public Records Law and any other Enactment in regard to archives and record keeping.
- 7.2. JHT shall from time to time throughout the Term consider and, if it deems it appropriate for the better preservation, expansion and/or promotion of the Bailiwick, Consult on and make recommendations to the Government Archive Delegate on changes to the Public Records Law.
- 7.3. JHT shall open Jersey Archive to the Public for such hours as agreed between the Parties annually.
- 7.4. JHT shall provide talks, tours and other educational events throughout the Term with a view to optimising public engagement with and understanding of the Archive Records.
- 7.5. JHT shall use all reasonable endeavours to be and remain throughout the Term Accredited for the Archive Service by The National Archive.
- 7.6. In providing the Archive Service, JHT shall always have regard to such Code of Ethics or other code of practice as published and amended from time to time by Archives & Records Association (UK and Ireland).
- 7.7. JHT shall take all reasonable steps to safeguard the Archive Records against theft, fire, flood and other risks and maintain appropriate insurance for such premises where the Archive Records (or any part) are stored or displayed.
- 7.8. JHT shall be responsible for insuring the Private Records and shall meet the costs associated with such insurance. GoJ shall be solely responsible for insuring the Public Records.
- 7.9. JHT shall maintain appropriate levels of public liability insurance for the operation of the Archive Services.
- 7.10. JHT shall provide an online catalogue giving public access to descriptions of catalogued records of the Archive Records and copies of such Public Records that have been digitised and placed online. All sale proceeds derived from this online catalogue shall vest solely with JHT.
- 7.11. In respect of the Records Advisory Panel, JHT shall for so long as it is in existence provide secretarial and other administrative services to the Records Advisory Panel, including the keeping of minutes available for public inspection.

8. In respect of Historic Environment Services:

- 8.1. JHT shall as far as it is reasonably possible, ensure that the Historic Environment Service is fit for purpose and adheres to international best practice.
- 8.2. Throughout the Term, JHT shall comply with such Conservation Plans which the Board of Trustees from time to time adopt.
- 8.3. The Board of Trustees shall have full discretion to amend, vary or replace the Conservation Plans, and to introduce such further conservation plans as the Board of Trustees deems appropriate during the Term, and GoJ shall have the right to request copies of such conservation plans throughout the duration of the Term and on such request, JHT shall provide copies of the same promptly to GoJ.
- 8.4. JHT shall comply with its obligations under all Heritage Site Agreements during the Term.

- 8.5. In the event that any Government Entity wishes to Transfer a Heritage Site during the Term, JHT shall have the option to either acquire such Heritage Site from that Government Entity or take a lease of the relevant Heritage Site in accordance with the terms of clause 8. JHT shall inform the Government Entity which option it wishes to exercise within 30 calendar days of being notified of the Government Entity's intention to Transfer the Heritage Site.
- 8.6. Should JHT elect under the preceding paragraph to take a lease of the relevant Heritage Site, the relevant Government Entity shall serve a notice on JHT offering JHT the option of taking a lease of the relevant Heritage Site by way of adding it to the Forts and Towers Lease as an Additional Site (as defined in Clause 5.1.1 of the Forts and Towers Lease) and following the procedure set out in Clause 5 of the Forts and Towers Lease.
- 8.7. Should JHT elect under the preceding paragraph to acquire the relevant Heritage Site, the procedure for acquisition set out in Schedule 3 of the Forts and Towers Lease shall be applied as if the relevant Heritage Site were an Option Site as defined in the Forts and Towers Lease.
- 8.8. If any Government Entity is unsure whether any particular land, structure or site is or should be treated as a Heritage Site for the purposes of Clause 8.5, then the Government Entity shall consult with the Government HE Delegate prior to Transfer of the land, structure or site.
- 8.9. JHT may accept or decline to take on lease the relevant Heritage Site following the procedure set out in Clause 5 of the Forts and Towers Lease.
- 8.10. In the event of any dispute between the Parties as to whether the terms of this Clause 8 have been complied with or whether a particular site is or is not a Heritage Site, the same shall be referred for determination in accordance with the provisions of Clause 5.1.14.
- 8.11. JHT shall be responsible for insuring any Heritage Sites under its management or control save and except to the extent otherwise provided in any Heritage Site Agreement.

9. In respect of the assessment of heritage value:

- 9.1. JHT shall advise on the heritage significance of buildings, places and areas. In doing so, JHT shall ensure the criteria determined by the Minister relative to particular designations, are applied. In providing such advice, JHT shall be permitted to Consult whether with Other Heritage Consultants (including LAP) or any advisory groups established pursuant to an Enactment.
- 9.2. JHT shall liaise with GoJ officers, to determine buildings, places and areas to be assessed for potential designation.
- 9.3. JHT shall support GoJ officials with regard to challenges against designations and appear, where required, and give evidence at any appeal.
- 9.4. JHT shall provide support to GoJ in the development and maintenance of objective criteria to enable the designation and assessment of significance of buildings, places and areas within the Bailiwick.
- 9.5. In respect of LAP JHT shall for so long as it is in existence:
 - 9.5.1. organise meetings of the LAP;

9.5.2. chair all LAP meetings; and

9.5.3. provide secretarial and other administrative services to the LAP, including the keeping of minutes available for public inspection.

9.6. To advise GoJ in the development of new legislation and/or policy or regulation for the protection and conservation of the historic environment.

10. In respect of historic environment education and outreach:

10.1. JHT shall research, prepare and publish advisory material concerning the maintenance and repair of historic buildings.

10.2. JHT shall develop public awareness and understanding of the value of conserving the architectural heritage of the Bailiwick through educational programmes and practical workshops.

10.3. JHT shall introduce initiatives for maintaining and repairing the architectural heritage of the Bailiwick, including publishing guidance to encourage and help owners of such buildings maintain and preserve such properties.

10.4. JHT shall develop public training programmes in traditional building skills and materials.

10.5. JHT shall develop public awareness and understanding of the value of archaeological heritage in the Bailiwick, to include the introduction of a range of community based archaeological programmes to facilitate public engagement.

11. In respect of the Historic Environment Record:

11.1. JHT shall develop and maintain a publicly accessible, web-based Historic Environment Record as the primary resource for information relating to the Bailiwick's archaeological and historical heritage and specifically maintain a list of designated heritage assets.

12. In respect of researching and recording:

12.1. JHT shall develop an archaeological research framework for the Bailiwick (the **Research Framework**).

12.2. JHT shall monitor, collate and publish an annual audit of the state of Jersey's historic environment (currently known as "Heritage Counts").

12.3. JHT shall commission and manage research projects in line with the Research Framework.

12.4. JHT shall deliver a 'Heritage at risk register' to identify Heritage at risk, including historic buildings in peril of being lost due to a lack of proper maintenance.

13. In respect of international designation of Heritage Sites:

13.1. To develop recommendations for international designation of Bailiwick sites within schemes such as (but not limited to) the UNESCO Global Geoparks.

13.2. To develop and manage applications of any sites within the Bailiwick identified as being worthy of international designation with the schemes referred to at paragraph 13.1 above.

13.3. If successful in obtaining any such designation or classification, take all reasonable action to maintain any such international designation.

14. In respect of the protection of archaeological artefacts and environment:

- 14.1. To monitor archaeological fieldwork as part of the planning and development regulation process.
- 14.2. To advise the GoJ in the development of new legislation and/or policy or regulation for the protection of archaeological artefacts, including treasure and portable antiquities.
- 14.3. To be the entity to which all archaeological fieldwork reports conducted in the Bailiwick and or reports of any archaeological artefacts or other portable antiquities discovered in the Bailiwick should be disclosed to and deposited with.

15. In respect of the Signal Station:

- 15.1. Maintenance of the flag and signal service operated from the Fort Regent Signal Station, St Helier as marked on the plan attached as Appendix 1 to this Agreement (the **Flag Site**).
- 15.2. JHT shall keep the Flag Site clean and tidy and shall be responsible for any damage caused to the Flag Site by JHT and shall not make any addition or alteration whatsoever to the Site without the prior written consent of the GoJ (such consent not to be unreasonably withheld or delayed).
- 15.3. JHT shall not install at the Flag Site any equipment or appliances which may cause any interference whatsoever to the Bailiwick's navigational aids.
- 15.4. JHT shall undertake the Signal Operation Service from the Flag Site.
- 15.5. Should either party consider a meeting is necessary to discuss the Flag Site then that party shall notify the other and a meeting shall be held. Both parties shall however meet at yearly intervals in connection with the Flag Site for the purpose of:
 - 15.5.1. Reviewing the Signal Operation Service and achievements for the previous period;
 - 15.5.2. Identifying any specific problems or trends;
 - 15.5.3. decide on any action necessary.
- 15.6. No signs or notice shall be displayed in or on the Flag Site without the prior consent of the GoJ.
- 15.7. JHT shall not do or cause nor permit nor suffer to be done upon the Flag Site any act or thing which may be or become a nuisance, damage, disturbance, inconvenience or annoyance to or prejudice the GoJ, or the lessee or occupier of any adjoining or neighbouring premises and JHT shall not do or omit or permit or suffer to be done any act, matter or thing in or respecting the Flag Site in breach of the Planning and Building (Jersey) Law 2002 or any modification thereof or regulations there under.

Appendix 1

Signal Operation Service

JHT will undertake the following services:

SIGNALS

Dressed Overall

On all days or when hoisting flags on public holidays according to schedules issued by the Bailiff's office

Memorial Days

Relevant flags from masthead on Jersey Veterans Day (Union Flag), Merchant Navy Day (Red Ensign), Trafalgar Day (Union Flag)

Christmas Message

14 days, leave up and floodlit

Easter Message

6 days, leave up and floodlit

Half Mast

Jersey flag to honour dead as agreed with Bailiff's Office

Tide

North Yard T flag for tides over 38ft

Strong Wind

North Yard Cone only and Cone and ball as notified by Met Office

[Night time warning re: triangle on South Yard operated by Pier Head Control]

Shipping

South Yard visiting vessels as notified by Harbour Office.

Union Flag at masthead and Jersey flag on South yard* for visiting RN vessels, National Flag for visiting foreign naval vessels.

*Following consultation with specialist, Royal Navy Seamanship School, HMS Raleigh

It is proposed that the strong wind warning is made for a 12 hour period.

FLOODLIGHT

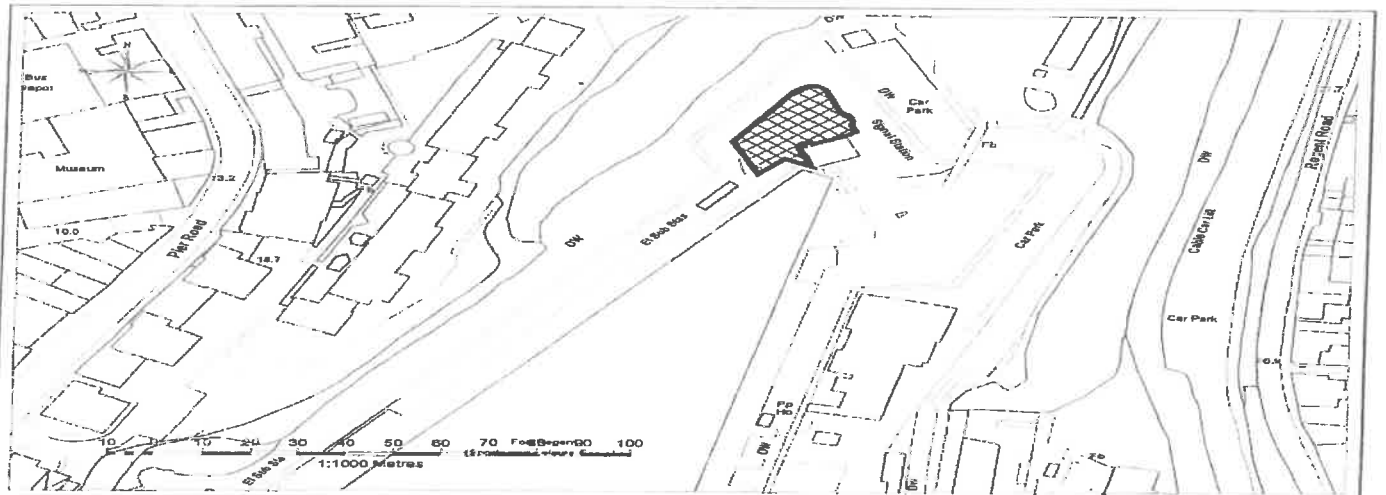
To allow night-time flying the Public will maintain the floodlighting and pay the cost of electricity. JHT will remain responsible for the changing and cost of replacing the bulbs

OPEN DAY

Operate one annual public open day each year

FLAGS

JHT will provide flags and signals



Drawing No:
1657/1

Fort Regent Signal Station

Boundary Information Supplied by the States of Jersey Planning Office, but no responsibility can be accepted for error.

States of
Jersey

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STATES OF
JERSEY

Appendix 2
Collection Policies

Collections Management Framework

Background

In January 2009 the British Standards Institute released the Code of Practice for Cultural Collections Management – PAS 197:2009. The code gives:

‘recommendations for the management of cultural collections by collecting organisations such as archives, libraries, museum...’

The code covers ‘the provision, implementation and maintenance of a collections management framework, including policies, processes and procedures for:

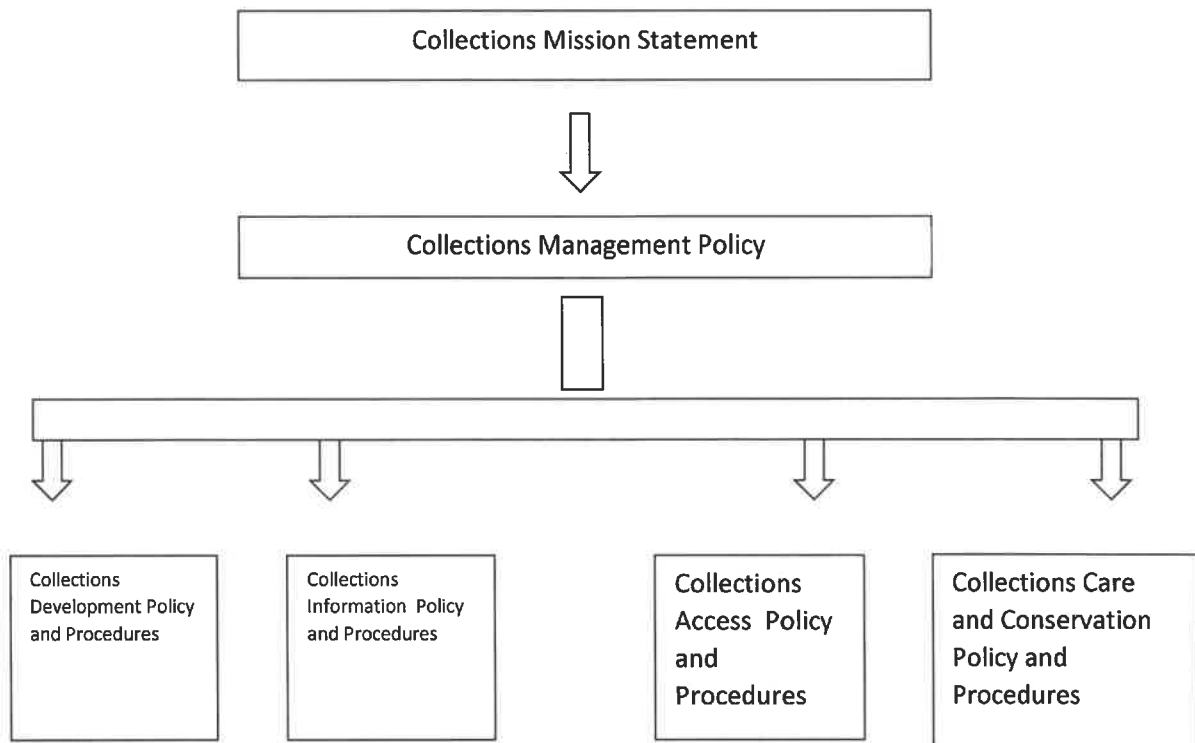
- collections development;
- collections information;
- collections access; and;
- collections care and conservation.

The following collections management policy has been structured according to the recommendations in the Code of Practice.

The Collections Management Framework with all associated policies was reviewed against the standard in 2020.

The date of next review for the Collections Management Framework is 2025.

The code divides the Collections Management Framework as follows:



Collecting Mission Statement

JHT shall collect, document, preserve and make widely accessible unique collections of artefacts, works of art, archival material, specimens and information relating to the history, culture and environment of the Bailiwick. These collections define the island, hold the evidence for its historical development and

act as the community's memory thus promoting an inclusive sense of belonging and pride in the Island, advancing the cause of its heritage and supporting its cultural identity.

Collections Management Policy

Legal and Statutory Background

On 16 March 1982, the States of Jersey adopted a Law granting an Act of Incorporation to Jersey Heritage. The law received Royal Sanction on 18 May 1983 and was registered in the Royal Court on 3 June 1983 (L.7/83). A new Constitution for Jersey Heritage was adopted by the Board of Trustees on 26 November 2018.

On 27 October 1992, the States of Jersey unanimously approved the proposition of the Policy and Resources Committee, P99/92, that an archives service for Jersey should be established by Jersey Heritage.

Public Records legislation was enacted by the States of Jersey on 10 September 2002 and became law on 1 August 2003 appointing Jersey Heritage as custodian of public records and the Archivist as responsible for the selection and preservation of such records.

Collecting Principles

Jersey Heritage collects objects and archival items associated with all aspects of Jersey history from the earliest times to the present day. There is a general presumption, against the collection of objects with no connection with the Island except where they are to be used for comparative purposes.

Jersey Heritage maintains agreements with its principle depositors stating the terms and conditions under which collections are held. Jersey Heritage also accepts donations of collections.

Standards and Legal Compliance

Jersey Heritage is committed to complying with all relevant legal requirements placed on the organisation which include the Public Records (Jersey) Law, 2002, the Data Protection (Jersey) Law, 2018 and the Freedom of Information (Jersey) Law, 2011.

Jersey Heritage is also committed to complying with relevant national and international professional standards such as the Arts Council, England Accreditation Scheme, Spectrum, the UK Archive Accreditation Standard, the Collections Management Publicly Available Specification PAS 197:2009, BS 4971:2017 Conservation and care of archive and library collections and EN 16893:2018 Conservation of Cultural Heritage. Specifications for location, construction and modification of buildings or rooms intended for the storage or use of heritage collections.

Jersey Heritage is committed to managing and developing its collections within the ethical codes set out by the Museums Association and Archives and Records Association. Jersey Heritage also observes due diligence in the management of the collection by following the UNESCO guidelines on combating illicit trade.

Responsibility

Overall responsibility for the collections rests with the Chief Executive. Management responsibility for collections management including documentation, access to information about the collections, conservation, security and storage lies with the Archives and Collections Director. Management responsibility for interpretation programmes – major projects, permanent and temporary exhibitions and displays, outreach and community projects lies with the Curation and Experience Director.

Relevant collections staff are professionally trained and are members of professional bodies. Jersey Heritage is committed to appointing and developing professional staff through appropriate training events. All staff are given appropriate training in documentation and handling procedures.

Review

Collections management policies and procedures are reviewed on a regular basis internally by the Collections Team. Policies are reviewed formally every 5 years and are taken to the Jersey Heritage Board for approval. External review of policies is also undertaken where appropriate. Collections management performance indicators are collected quarterly and act as a tool for reviewing and objective setting.

Public Access

Overarching collections management policies and principles are made available to the public via the Jersey Heritage website.

Policies

Detailed policies concerning collections development, acquisition and disposal, collections information, collections access and collections care and conservation are available.

Approved by Jersey Heritage Board: 22 September 2020

Jersey Heritage Collections Development Policy

Name of museums/archives: Jersey Museum, Jersey Archive, La Hougue Bie, Hamptonne, Maritime Museum and Occupation Tapestry Gallery, Mont Orgueil Castle, Elizabeth Castle

Name of governing body: Jersey Heritage Trust

Date on which this policy was approved by governing body: 22 September 2020

Policy review procedure:

The collections development policy will be published and reviewed from time to time, at least once every five years.

Date at which this policy is due for review: 2025

Arts Council England will be notified of any changes to the collections development policy, and the implications of any such changes for the future of collections.

1. Relationship to other relevant policies/plans of the organisation:

1.1. The museum's statement of purpose is:

The Bailiwick of Jersey's heritage and culture is special. The purpose of JHT is to care for it, promote wide access to it, act as advocates on its behalf and bring imagination to telling its stories so that we inspire people to create a better Island for everyone.

1.2. The governing body will ensure that both acquisition and disposal are carried out openly and with transparency.

1.3. By definition, Jersey Heritage has a long-term purpose and holds collections in trust for the benefit of the public in relation to its stated objectives. The governing body therefore accepts the principle that sound curatorial reasons must be established before consideration is given to any acquisition to the collection, or the disposal of any items in Jersey Heritage's collection.

1.4. Acquisitions outside the current stated policy will only be made in exceptional circumstances.

1.5. Jersey Heritage recognises its responsibility, when acquiring additions to its collections, to ensure that care of collections, documentation arrangements and use of collections will meet the requirements of the Archive and Museum Accreditation Standard. This includes using SPECTRUM primary procedures for museum collections management and ISAD(G) General International Standard for Archival Description. It will take into account limitations on collecting imposed by such factors as staffing, storage and care of collection arrangements.

1.6. Jersey Heritage will undertake due diligence and make every effort not to acquire, whether by purchase, gift, bequest or exchange, any object, record or specimen unless the governing body or responsible officer is satisfied that the museum can acquire a valid title to the item in question.

1.7. The museum will not undertake disposal motivated principally by financial reasons.

2. History of the collections

States of Jersey

The States of Jersey, their Ministers and Administrations are required, under the Public Records (Jersey) Law, 2002 to transfer all archival material to Jersey Heritage to be stored at the Jersey Archive. Approximately 80% of collections held at the Jersey Archive are Public Records. Jersey Heritage is also responsible for a small museum-related collection of artefacts and paintings belonging to the States of Jersey which makes up approximately 2% of museum holdings. Finds

resulting from archaeological investigations on States' land or property will remain the property of the States but are placed in the care of the Jersey Heritage.

Société Jersiaise

The majority of the museum collections in the care of Jersey Heritage, 83% is in the ownership of the Société Jersiaise, having been built up by the Société and its members over more than a hundred years.

Jersey Heritage

Since its formation in 1980, Jersey Heritage has purchased and commissioned paintings and other works of art as well as buying other historic items, these objects make up 12% of the museum collections. 5% of archive collections from private institutions and individuals have been donated to Jersey Heritage.

Private Individuals/Businesses/Associations

15% of archival collections in the care of Jersey Heritage are deposited by private individuals, businesses and associations on a signed long-term deposit arrangement. Jersey Heritage also has custody of a small museum collection belonging to the National Trust for Jersey which makes up 2% of the museum collections. The museum collections also include a small proportion of private loans from individuals, not exceeding 1% of the total.

3. An overview of current collections

Jersey Heritage cares for a unique collection of artefacts, works of art, archival material, archaeological material, specimens and information relating to the history, culture and environment of the Bailiwick of Jersey.

The general policy of Jersey Heritage is to collect artefacts and archival items associated with the art, human history and natural history of Jersey from the earliest times to the present day. There is a general presumption, established in 1930, against the collection of objects with no connection with the Island except where they are to be used for comparative purposes. Where relevant, however, objects are collected from individuals and organisations outside the Island.

It is recognised that there is in Jersey a number of collections of international importance that have been assembled over the years by Island residents. This policy does not preclude the acquisition of such collections for the future benefit of the public of the Island.

4. Themes and priorities for future collecting

4.1 Policy for Archives

Please see Jersey Archive Acquisitions Policy

4.2 Policy for Social History

The social history collection includes a wide variety of material and can be divided roughly under the following headings.

Maritime

Objects relating to the importance of the marine environment in Jersey's history. Includes boats, mainly nineteenth and early twentieth century fishing and leisure vessels. Includes personalia relating to Jersey mariners, diaries and mementos etc. Includes some items relating to shipbuilding industry and associated trades. Includes commissioned craft items in a maritime tradition representing a wide range of maritime subjects.

Military

Objects relating to military activity in the Island, both Militia and English Garrison and foreign troops. Includes uniforms and weapons from the C18 to the Occupation.

Countryside

Objects relating to the rural environment. Includes mainly Victorian and Edwardian farming implements and some rural crafts. A large part of this collection was the product of targeted active collecting in the 1950s.

Domestic, working and commercial life

A substantial and various collection, predominantly objects related to work dating largely between 1880 and 1930.

Collecting

Constraints on storage and conservation resources now mean that there is presumption against collection of offered items. Acquisition of an item must be justified on at least one of the following grounds:

- An item will be used in existing displays or in displays to be developed in the foreseeable future (e.g. new building at Hamptonne).
- An item adds significantly to the research potential of the collection
- An item forms part of a research/collecting /exhibition project with clearly stated aims

All new acquisitions items must be explained in these terms or justified in those terms in writing on the accession form

All items falling into the following categories are to be rejected:

- It is outside the general collecting policy.
- It is a duplicate of an object already in the collection and not a better representative of its type.
- It is incomplete or badly damaged.
- It is too big to store or care for properly.

4.3 Policy for Art

The art collection is almost entirely restricted to works by Jersey artists or depicting Jersey subjects. The vast majority of the 10,000 items are paintings, prints and drawings. Many of these are 19th and 20th century depictions of local scenes. In addition there is a substantial collection of Surrealist art by Claude Cahun and Marcel Moore, a number of 19th century ship portraits and approximately 1300 paintings and drawings by the late Sir Francis Cook.

JHT aims to apply a carefully structured acquisition policy to the art collection. In view of the relatively high price of works of art, and the rarity of gifts or bequests to the museum in this area of the collections, resources must be allocated with great care and with a view to the long-term development of a worthwhile resource for the Island. In particular it would be desirable to focus our attentions away from those areas that are at present over-represented in the collection, and to provide a continuing record of local artistic creativity.

The main thrust of the current art acquisition policy is through planned acquisition, such as commissions. Through commissions and unplanned acquisition through private and auction sales JHT actively pursues:

- Work by talented contemporary fine and decorative artists.
- Work in media under-represented in our collections such as sculpture, textiles and ceramics.
- Subject matter currently under represented, e.g. 20th and 21st century portraits

- Work by Millais demonstrating his contribution to the Pre-Raphaelite Brotherhood.
- Work by significant Jersey artists who are not represented in our collections at all, such as John Power.
- Work by artists strongly represented in the collections such as Blampied and PJ Oules only when these show aspects of their work which cannot be demonstrated through items already in the collections.
- Work by visiting artists.

4.4 Policy for Archaeology

The archaeology collection comprises objects, archives and data relating to Jersey and its territorial waters. The collection has been acquired over the past 160 years and includes material not just of local importance but also of great national and international significance. It is the only public collection of archaeological material relating to the Island.

The collection can be divided under the following headings:

- Material collected prior to 1960. Objects recovered from the Island's important series of megalithic monuments excavated by the Société Jersiaise, as early as the mid 19th century heavily dominate this part of the collection.
- Objects and associated documentation from more recent scientific excavations and fieldwork. This material ranges in date from the Palaeolithic period to the more recent past,
- A number of significant individual items, small collections and the coin hoard discovered by chance, through field walking projects or by metal detectorists. These include bronze hoards, coin hoards and stone tools.
- A small number of artefacts from outside the Island used for comparative and educational purposes.

Our current policy is to collect the following archaeological material of all periods and types:

- Archaeological Archives, both finds and documentary. Jersey Heritage is the repository for archaeological archives generated by archaeological projects within Jersey. JHT only accepted archives that are prepared in accordance with our archive deposition guidelines set out in *Guidelines for the Preparation and Deposition of Archaeological Archives, Jersey Heritage, 2008*.
- Objects found by metal detectorists, members of the public and developers. The Portable Antiquities Scheme does not extend to Jersey however Jersey Heritage encourages the voluntary recording of archaeological objects found by members of the public or metal detectorists. JHT works closely with the Jersey Metal Detecting Society to encourage better recording of material and offer advice on conservation.
- Find location data of objects found in the Island but not acquired by Jersey Heritage.
- Data collected through archaeological research, surveys and field walking projects.
- Past excavation archives not yet deposited.

4.5 Collections curated by Société Jersiaise

Some collections are curated directly by sections of the Société Jersiaise where the Jersey Heritage does not employ a relevant curator. In all cases these sections represent the highest level of knowledge and expertise in their field and are the prime place to plan the collecting policies. These policies have been prepared in conjunction with Jersey Heritage.

4.5.1 Policy for Entomology

The Entomological collection comprises about 10,000 specimens representing 2,500 species. Almost all of the material was taken in the Channel Islands and 99% in Jersey or dependant islets. All the material kept at present is preserved as dry specimens, with no soft-bodied forms such as aphids or spiders.

A system of cataloguing on a species basis, showing the number of specimens representing each, was initiated some years ago. About half the species so far have been covered and all the groups except Diptera have been sorted and the data is ready for cataloguing. Almost all the specimens have a data-label, showing place of capture, date and captor. Some also have a determination label when named by an outside specialist.

Specimens are not given individual numbers or accession numbers. No special record is kept at present of additions to the collections, but it is planned that the catalogue, when completed, will be regularly updated.

4.5.2 Policy for Marine Biology

The collection curated by the Marine Biology section is the Stiva Mollusc collection. This collection comprises a wide range of mollusca collected on Jersey in the early 1980s. The section is in the process of sorting and classifying the collection in conjunction with the Jersey Museum staff. Rare acquisitions are logged on computer.

4.5.3 Policy for Botany

There is an extensive collection of vascular plants, some of which date back more than a hundred and thirty years. This is added to selectively when species new to the Island are found or when comparative material is required for identification. There are static collections of Bryophytes and lichens.

4.5.4 Policy for Ornithology

Birds for the collection are collected passively, following death by natural or accidental causes. No birds are taken or killed for this purpose. Specimens of sufficient ornithological interest and sufficiently good condition are either mounted or preserved as skins for study. A good egg collection was acquired in the 1940s. It is not added to.

4.5.5 Policy for Zoology

Mammals are collected in the same way as birds. There is a small collection of reptiles and amphibians.

4.5.6 Policy for Geology

The collection consists mostly of Jersey rocks but includes examples from the other Channel Islands as well as Les Écréhous, Les Minquiers and other offshore reefs. There is a study collection of foreign rocks. The section will collect specimens from areas which may become quarries out or inaccessible in the future, more from off-shore reefs as these become more accessible with improving means of collection and duplicate items where they are better than specimens already held.

4.5.7 Policy for numismatics

The collection is substantial and contains a variety of coins including Iron Age coin hoards.

5. Themes and priorities for rationalisation and disposal

- 5.1 Jersey Heritage does not intend to dispose of collections during the period covered by this policy.

The majority of the museum collections are in the ownership of the Société Jersiaise, having been built up by the Société and its members over more than a hundred years. Jersey Heritage took over the management of the collections in the 1980s and since that date items have only been accessioned if they fall within our collections development policy.

Items that were accepted into the collection from the formation of the Société in 1873 until the implementation of more formal accessioning procedures in the 1980s often do not have clear provenance. Therefore, disposal is not a priority for Jersey Heritage at present as establishment of donors for a proportion of the collection would not be possible.

Disposals will only be undertaken for legal, safety or care and conservation reasons, for example, spoliation, radiation, infestation and repatriation.

6. Legal and ethical framework for acquisition and disposal of items

- 6.1 Jersey Heritage recognises its responsibility to work within the parameters of the Museum Association Code of Ethics when considering acquisition and disposal.

7 Collecting policies of other museums

- 7.1 Jersey Heritage will take account of the collecting policies of other museums and other organisations collecting in the same or related areas or subject fields. It will consult with these organisations where conflicts of interest may arise or to define areas of specialism, in order to avoid unnecessary duplication and waste of resources.
- 7.2 Specific reference is made to the following museum(s)/organisation(s): The National Trust for Jersey, The Channel Islands Occupation Society, The Guernsey Museums Services, The Guernsey Archives Services, The Alderney Museum.

Jersey Heritage will also liaise with national museums in the UK or relevant regional museums if items are offered which do not fall within our collections development policy.

8 Archival holdings

Archival holdings are managed by Jersey Archive which is Accredited as part of The National Archive Accreditation Scheme and is part of Jersey Heritage.

9 Acquisition

9.1 The policy for agreeing acquisitions is:

The Chief Executive, the Archives and Collections Director and all relevant professional staff may accept items into the collections. Members of the Société acting with the knowledge of the relevant curator or representatives of the relevant sections where appropriate may also accept items into the collections. Only items that have been accepted by one of these agents are to be considered part of the collection.

Under the Jersey Heritage purchase procedures all items with a purchase price of over £5,000 will be brought to the board for approval. External valuation and opinion will be sought on all items with a purchase price of over £2,000.

Jersey Heritage recognises that the collection of any artefact implies a permanent commitment to its proper recording, conservation, storage and display. There is a presumption against acquisition where neither Jersey Heritage nor the Société Jersiaise is capable, nor would it expect to be capable in the future, of caring properly for the items concerned.

- 9.2 Jersey Heritage will not acquire any object or specimen unless it is satisfied that the object or specimen has not been acquired in, or exported from, its country of origin (or any intermediate country in which it may have been legally owned) in violation of that country's laws. (For the purposes of this paragraph 'country of origin' includes the United Kingdom).
- 9.3 In accordance with the provisions of the UNESCO 1970 Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, which the UK ratified with effect from 1 November 2002, and the Dealing in Cultural Objects (Offences) Act 2003, the museum will reject any items that have been illicitly traded.

The governing body will be guided by the national guidance on the responsible acquisition of cultural property issued by the Department for Culture, Media and Sport in 2005.

10 Human remains

- 10.1 As Jersey Heritage holds or intends to acquire human remains under 100 years old, it will obtain any licences required by legislation from time to time in force.
- 10.2 As Jersey Heritage holds or intends to acquire human remains from any period, it will follow the procedures in the 'Guidance for the care of human remains in museums' issued by DCMS in 2005.

11 Biological and geological material

- 11.1 So far as biological and geological material is concerned, Jersey Heritage will not acquire by any direct or indirect means any specimen that has been collected, sold or otherwise transferred in contravention of any national or international wildlife protection or natural history conservation law or treaty of the United Kingdom or any other country, except with the express consent of an appropriate outside authority.

12 Archaeological material

- 12.1 Jersey Heritage will not acquire archaeological material (including excavated ceramics) in any case where the governing body or responsible officer has any suspicion that the circumstances of their recovery involved a failure to follow the appropriate legal procedures as follows
 - (a) where the find may, in England, Wales and Northern Ireland constitute *treasure trove*, or in Scotland *bona vacantia*, reporting to the relevant authority.
 - (b) where the find may, in Jersey, constitute treasure trove, *choses gaïves* (certain types of ownerless property) or wreck, reporting to the Receiver General.
 - (c) in any case, reporting to the owner or occupier of the land.

13 Exceptions

- 13.1 Any exceptions to the above clauses will only be because the museum is:
 - o acting as an externally approved repository of last resort for material of local (UK) origin
 - o acting with the permission of authorities with the requisite jurisdiction in the country of origin

In these cases, Jersey Heritage will be open and transparent in the way it makes decisions and will act only with the express consent of an appropriate outside authority. Jersey Heritage will document when these exceptions occur.

14 Spoliation

- 14.1 Jersey Heritage will use 'Spoliation of Works of Art during the Holocaust and World War II period: Statement of Principles and Proposed Actions', issued by the National Museum Directors' Conference in 1998, and report on them in accordance with the guidelines.

15 The Repatriation and Restitution of objects and human remains

- 15.1 Jersey Heritage's governing body, acting on the advice of its professional staff, if any, may take a decision to return human remains (unless covered by the 'Guidance for the care of human remains in museums' issued by DCMS in 2005), objects or specimens to a country or people of origin. The museum will take such decisions on a case by case basis; within its legal position and taking into account all ethical implications and

available guidance. This will mean that the procedures described in 16.1-5 will be followed but the remaining procedures are not appropriate.

- 15.2 The disposal of human remains will follow the procedures in the 'Guidance for the care of human remains in museums'.

16 Disposal procedures

- 16.1 All disposals will be undertaken with reference to the SPECTRUM Primary Procedures on disposal.
- 16.2 The governing body will confirm that it is legally free to dispose of an item. Agreements on disposal made with donors will also be taken into account.
- 16.3 When disposal of a museum object is being considered, Jersey Heritage will establish if it was acquired with the aid of an external funding organisation. In such cases, any conditions attached to the original grant will be followed. This may include repayment of the original grant and a proportion of the proceeds if the item is disposed of by sale.
- 16.4 When disposal is motivated by curatorial reasons the procedures outlined below will be followed and the method of disposal may be by gift, sale, exchange or as a last resort - destruction.
- 16.5 The decision to dispose of material from the collections will be taken by the governing body only after full consideration of the reasons for disposal. Other factors including public benefit, the implications for Jersey Heritage's collections and collections held by museums and other organisations collecting the same material or in related fields will be considered. Expert advice will be obtained and the views of stakeholders such as donors, researchers, local and source communities and others served by the museum will also be sought.
- 16.6 A decision to dispose of a specimen or object, whether by gift, exchange, sale or destruction (in the case of an item too badly damaged or deteriorated to be of any use for the purposes of the collections or for reasons of health and safety), will be the responsibility of the governing body of Jersey Heritage acting on the advice of professional curatorial staff, if any, and not of the curator or manager of the collection acting alone.
- 16.7 Once a decision to dispose of material in the collection has been taken, priority will be given to retaining it within the public domain. It will therefore be offered in the first instance, by gift or sale, directly to other Accredited Museums likely to be interested in its acquisition.
- 16.8 If the material is not acquired by any Accredited museum to which it was offered as a gift or for sale, then the museum community at large will be advised of the intention to dispose of the material normally through a notice on the MA's Find an Object web listing service, an announcement in the Museums Association's Museums Journal or in other specialist publications and websites (if appropriate).
- 16.9 The announcement relating to gift or sale will indicate the number and nature of specimens or objects involved, and the basis on which the material will be transferred to another institution. Preference will be given to expressions of interest from other Accredited Museums. A period of at least two months will be allowed for an interest in acquiring the material to be expressed. At the end of this period, if no expressions of interest have been received, Jersey Heritage may consider disposing of the material to other interested individuals and organisations giving priority to organisations in the public domain.

- 16.10 Any monies received by Jersey Heritage's governing body from the disposal of items will be applied solely and directly for the benefit of the collections. This normally means the purchase of further acquisitions. In exceptional cases, improvements relating to the care of collections in order to meet or exceed Accreditation requirements relating to the risk of damage to and deterioration of the collections may be justifiable. Any monies received in compensation for the damage, loss or destruction of items will be applied in the same way. Advice on those cases where the monies are intended to be used for the care of collections will be sought from Arts Council England.
- 16.11 The proceeds of a sale will be allocated so it can be demonstrated that they are spent in a manner compatible with the requirements of the Accreditation standard. Money must be restricted to the long-term sustainability, use and development of the collection.
- 16.12 Full records will be kept of all decisions on disposals and the items involved and proper arrangements made for the preservation and/or transfer, as appropriate, of the documentation relating to the items concerned, including photographic records where practicable in accordance with SPECTRUM Procedure on deaccession and disposal.
- 16.13 The nature of disposal by exchange means that Jersey Heritage will not necessarily be in a position to exchange the material with another Accredited museum. The governing body will therefore ensure that issues relating to accountability and impartiality are carefully considered to avoid undue influence on its decision-making process.
- 16.13.1 In cases where the governing body wishes for sound curatorial reasons to exchange material directly with Accredited or non-Accredited museums, with other organisations or with individuals, the procedures in paragraphs 16.1-5 will apply.
- 16.13.2 If the exchange is proposed to be made with a specific Accredited museum, other Accredited museums which collect in the same or related areas will be directly notified of the proposal and their comments will be requested.
- 16.13.3 If the exchange is proposed with a non-Accredited museum, with another type of organisation or with an individual, the museum will place a notice on the MA's Find an Object web listing service, or make an announcement in the Museums Association's Museums Journal or in other specialist publications and websites (if appropriate).
- 16.13.4 Both the notification and announcement must provide information on the number and nature of the specimens or objects involved both in the museum's collection and those intended to be acquired in exchange. A period of at least two months must be allowed for comments to be received. At the end of this period, the governing body must consider the comments before a final decision on the exchange is made.
- 16.14 If it is not possible to dispose of an object through transfer or sale, the governing body may decide to destroy it.
- 16.15 It is acceptable to destroy material of low intrinsic significance (duplicate mass-produced articles or common specimens which lack significant provenance) where no alternative method of disposal can be found.
- 16.16 Destruction is also an acceptable method of disposal in cases where an object is in extremely poor condition, has high associated health and safety risks or is part of an approved destructive testing request identified in an organisation's research policy.

- 16.17 Where necessary, specialist advice will be sought to establish the appropriate method of destruction. Health and safety risk assessments will be carried out by trained staff where required.
- 16.18 The destruction of objects should be witnessed by an appropriate member of the museum workforce. In circumstances where this is not possible, e.g. the destruction of controlled substances, a police certificate should be obtained and kept in the relevant object history file.

Jersey Heritage Collections Access Policy

Policy Aims

- To promote the widest possible access to the collections of Jersey Heritage both within the community and internationally.
- To borrow from and lend items to other appropriate institutions and individuals to ensure the widest possible use of the collections.
- To develop the online catalogue and digitise collections to allow worldwide access
- To use surrogates and provide handling training to ensure that damage to collections through access is limited.
- To ensure that all users' needs are considered when providing access to collections.
- To ensure that access to collections is in line with relevant legislation.
- To balance the demands of collections access against the long-term care of each item.

Compliance with Policy Aims

1 Access to Collections

Jersey Heritage is committed to promoting wide access to the collections it holds through exhibitions at its sites, access in person at the Jersey Archive and museum stores and virtual access through the Jersey Heritage online catalogue.

Archive material can be viewed at the Jersey Archive without appointment during opening hours. Members of the public must provide ID and register as a reader before viewing original material.

Any object or work of art kept in store may be viewed by appointment by researchers with relevant Collections Management staff when it is practical to do so. No enquirer is left alone in a store without prior consent from the Collections Management team.

Jersey Heritage makes the collections available for displays, handling sessions, workshops, events and community-based projects as long as preservation and conservation needs are met.

Jersey Heritage's publications policy is to produce publications in all medias including electronic that: interpret sites, interpret specific features at or associated with its sites, interpret or give access to parts of the collections, support special exhibitions or other projects. publishes new research associated with collections or sites.

Jersey Heritage's education policy is to facilitate learning through the interpretation of collections and sites in an engaging way so that the opportunity is presented to everyone to enrich their lives through an appreciation of Jersey's culture and heritage which we believe to be their right

2 Loans Policy

Jersey Heritage lends material to develop as wide as possible use for collections. Material is borrowed by Jersey Heritage to support exhibitions and display projects.

Items are borrowed only for exhibition. It is not the policy of the Trust to accept on loan material that will only be stored. This would take resources away from the care of other collections.

Realistic periods of loan must be retained if it is to be possible to keep adequate records of incoming loans. It is not, therefore, the policy of Jersey Heritage to accept objects to add to the museum collections on 'permanent' loan. Loan agreements, both in and out, are reviewed annually.

Jersey Heritage charges an administration fee for outgoing loans to other cultural institutions. All other costs such as packing, transport and courier expenses are met by the borrowing institution.

Jersey Heritage operates a loan scheme in which items from the collections are loaned to public institutions; there is no charge for this service. Any loans of objects to commercial institutions are charged on a scale of charges agreed by the Collections Management Team.

Loans procedures are detailed in the documentation procedures manual.

3 Display of Items

An annual programme of interpretative developments is produced on a site-by-site basis. These include maintenance of existing displays, additions to permanent displays and temporary exhibits. Items from the collections are also loaned to other museums and agencies.

4 Surrogates

Jersey Heritage will use surrogate facsimiles of items in exhibitions if display would cause permanent damage to original items. Surrogates may also be loaned to other museums and agencies if use of original items would cause significant levels of or permanent damage.

5 Digitisation

Jersey Heritage has a digitisation programme for both archive and museum collections, documents and objects are photographed and images placed online to facilitate access to the collections at any time and from any location.

6 Collection Handling

Handling of original items for research purposes is always supervised by a member of staff. Archive collections are handled by researchers on a regular basis and all members of the public are provided with a copy of the Jersey Heritage handling regulations and asked to watch a short video on handling documents.

Jersey Heritage has a handling collection of objects that can be used for educational visits, reminiscence sessions and general interaction at sites.

7 Users

Jersey Heritage is committed to identifying users needs and ensuring that any barriers that relate to access to the collections cared for by Jersey Heritage are managed appropriately.

All Jersey Heritage sites which display objects from the collections have disabled parking and access as far as the nature of the site will allow. Some historic sites have features, such as stairs, that provide only limited access to certain parts of the sites.

The Jersey Archive has a hearing loop and facilities for the visually impaired who wish to access the material held.

Access to the collections can be prohibited on preservation grounds, however lists of unusable collections are held at the Jersey Archive and the Conservator ensures that items with a high public interest are given priority when preparing items for conservation.

8 Commercial Access to Collections

Media access to the collections held by Jersey Heritage is governed by the Jersey Heritage media policy. Commercial use of the collections will always be assessed against intellectual property constraints.

9 Legislation

Jersey Heritage will manage public access to collections within the current legislative framework. The Public Records (Jersey) Law, 2002, Data Protection (Jersey) Law, 2018 and Freedom of Information (Jersey) Law, 2011 will be considered before access is given to items within the collections.

10 **Collections Care**

Jersey Heritage is committed to balancing the demands of access to collections against their long-term care. Before collections are exhibited, risk assessments are undertaken and research collections are only made available if they are in a suitable condition for handling by members of the public. See Collections Care and Conservation policy for more information.

Approved by Jersey Heritage Board: 22 September 2020

Jersey Heritage Collections Care and Conservation Policy

Policy Aims

- To ensure the long-term preservation of all collections held in the care of Jersey Heritage.
- To store and display the collections in the best achievable secure, stable environmental conditions.
- To provide adequate facilities for the safe handling and secure transport of collections.
- To maintain up-to-date disaster plans which are accessible to all relevant staff.
- To ensure conservation services are of the highest standards.
- To seek peer review of documentation and other collection care management procedures on a regular basis.
- To prioritise collections care work in line with the strategic goals of the organisation.
- To carry out risk assessments of collections to inform collections care and conservation priorities.
- To complete regular reviews of storage areas highlighting space issues and potential for re-arrangement and improvement.

Compliance with Policy Aims

Collections Care

1 Storage

All items in the care of Jersey Heritage are stored in conditions that prevent, as far as possible, any damage, deterioration or loss and which allow them to be studied or displayed as required.

Environmental conditions in stores are assessed against BS 4971:2017 Conservation and care of archive and library collections and EN 16893:2018 Conservation of Cultural Heritage. Specifications for location, construction and modification of buildings or rooms intended for the storage or use of heritage collections.

The majority of items in the care of Jersey Heritage are stored at one of two main sites both of which contain purpose-built repositories that are environmentally monitored electronically and have fire control systems. Items are stored in smaller storage areas at Jersey Heritage sites (see below) which are visited weekly by the Conservator to check environmental conditions. The following list gives details of each store:

- **Archive Stores.** The building is purpose-built using thermal inertia to make maximum use of passive control but with the ability to control humidity using portable dehumidifiers. It has fixed and mobile racking and fire control systems. Photographic collections are stored in fully controlled cold stores.
- **Reserve Collections Store.** The store is purpose built with humidity control, fixed and mobile racking and fire control systems.
- **Secure Store.** Humidity and temperature are controlled within an air-conditioned building. There is a system of fixed shelving and boxing.
- **Costume Store.** Humidity and temperature are controlled within an air-conditioned building. There is a system of mobile and fixed racking and all objects are boxed. It should be noted that the space is inadequate for the demands of the collection.
- **Sir Francis Cook Store.** Mobile racking in a humidity-controlled store.

- Art Store. Mobile and fixed racking with plan chests used for some material. Humidity controlled within an uncontrolled building.
- Société Jersiaise Stores. The herbarium and egg collections are stored in environmentally controlled stores. The entomology collection is also stored in purpose-built cabinets. The stores are covered by the Jersey Heritage disaster plan but not administered by Jersey Heritage.

Where appropriate collections in store are packed, wrapped, enclosed and boxed in accordance with best practice. All collections are checked for dirt, mould and insect damage before they enter the storage areas which are regularly monitored for insect infestations.

2 Display

Items are displayed according to current professional best practice. Therefore, when items are displayed, care is taken to limit their physical deterioration as far as possible within the constraints of their being exhibited. Only conservation grade materials are used in their mounts and cases. Light, humidity and other environmental factors are controlled as far as is practicable. In extreme cases, the conservator may advise against an item's display on the grounds of its vulnerability to damage.

Conservators are involved in the process of planning exhibitions and will target remedial conservation work at collections most often requested for loan, display or research.

3 Handling

Staff, volunteers and members of the public, where appropriate, are provided with adequate advice, facilities, equipment and training for the safe handling of material. Collections care and conservation issues are communicated to the public online, through leaflets and articles as well as direct contact with staff.

4 Security

Jersey Heritage is committed to the security of the collections in its care and we act to ensure that all possible measures are taken to prevent loss or damage to items on display or in store.

Where appropriate, all sites are protected by fire and intruder alarms which are tested and regularly maintained. All cases are professionally made and some specific cases are separately alarmed. Security arrangements are reviewed by an external body every 5 years.

Access to displayed items or items in store is through designated staff only and storage of new items is allocated and logged by the registrar and archivist, working with the conservators.

5 Loans

When collection items are loaned to other institutions, full condition reports on the items are prepared by a conservator. The item is then checked against this report on its return from loan. A conservator will pack the item for transportation and if the item is to be hand couriered, this will be done by a conservator or a briefed member of staff.

Borrowing institutions are required to provide a facilities report which is checked by the registrar and conservator with further questions being asked if necessary. Institutions are also required to sign and agree a conditions of loan document that includes sections on environment, security, insurance and couriers.

6 Risk Management

Collections risk management is incorporated in the planning of all new Jersey Heritage projects. Low-level ongoing threats to collections such as those caused by inappropriate environments are dealt with at the building stage of each new exhibition or store. More catastrophic threats are dealt with by a specific all sites disaster plan that outlines the course of action and

responsibilities in the event of flooding, fire, power failure etc. A team, led by the two conservators, has been trained to carry out the plan's instructions. Disaster team practices and the plan updates are arranged every six months.

Routine audits of the collection are carried out annually in the first full week of December to ensure that no items have been misplaced. A sample percentage of the collections at all sites is taken. A full audit of the secure store is conducted annually.

Every five years a full collections care audit is taken in line with the National Preservation Office guidelines to monitor the condition of the collections.

Conservation

Two professionally qualified conservators are employed by Jersey Heritage. The conservators share a fully equipped laboratory at Jersey Archive with supplementary laboratory at La Hougue Bie for on-site project work. Teams of volunteers work on the collections under the relevant conservator's supervision.

All conservation work undertaken conforms to the highest standards, following current professional guidelines as set out by BS4971: Repair and allied processes for the conservation of documents, the European Confederation of Conservator-Restorers' Organisations (ECCO), the Institute of Conservation (Icon), the Museums Association and the Archives and Records Association.

For areas outside the experience of our own conservators, it is the policy of Jersey Heritage to employ other conservators on a consultancy basis and invest in training where appropriate.

The conservators, where appropriate, will offer advice and assistance to individuals and organisations on matters of preservation and conservation.

The conservators are responsible for the maintenance and care of conservation records, stored on the central computer database, as well as a photographic record of conservation work.

Approved by Jersey Heritage Board: 22 September 2020

Jersey Heritage Collections Information Policy

Policy Aims

- To ensure that collections, their location, movement and information relating to them is recorded on a fully searchable information retrieval system.
- To maintain an up-to-date documentation procedures manual.
- To prioritise the cataloguing of items and objects on conservation and access grounds.
- To ensure that relevant cataloguing standards and legal requirements are met.
- To provide a collections enquiry service for members of the public.
- To ensure that vital documentation records are identified and protected.
- To ensure that annual audits of the locations of a percentage of the collections take place and that procedures are in place to take remedial action in the event of misplaced collections.

Compliance with Policy Aims

1 Information Retrieval System

Jersey Heritage uses the ADLIB database to accession, catalogue and index all items in its care. The Jersey Heritage Online Catalogue is available for members of the public to view at the Jersey Archive and world-wide via the Jersey Heritage website. Jersey Heritage is committed to maintaining and updating the ADLIB system.

2 Legal Requirements

Jersey Heritage has legal requirements under the Public Records (Jersey) Law, 2002 which relate to the selection, storage of and access to archival material.

3 Documentation Procedures

Jersey Heritage maintains detailed information relating to documentation in documentation procedures manuals.

All procedures for museum collections comply with SPECTRUM 5.0 - the UK Standard for Collections Management. All procedures for archive collections comply with ISAD(G): General International Standard Archival Description. The manuals are updated and reviewed on a regular basis.

4 Cataloguing priorities

Jersey Heritage aims to catalogue all items to be used in display and any items that are loaned out of the immediate care of Jersey Heritage. Cataloguing priorities are then established by using the following criteria: potential use of the collection, if the collection was purchased, conservation needs, current finding aids, closure periods (for archive collections), size and depth of description.

5 Cataloguing Standards

Jersey Heritage meets the following documentation standards; Spectrum 5.0, ISAD(G): General International Standard Archival Description, Rules for the Construction of Personal, Place and Corporate Names, National Council on Archives and International Standard Archival Authority Record for Corporate Bodies, Persons and Families, International Council on Archives.

Jersey Heritage is committed to meeting the Museum Association and Archives and Records Association codes of ethics.

6 Information Services

Jersey Heritage operates an enquiry service allowing members of the public to make enquiries about our collections in person or via telephone, fax, post or e-mail.

The online catalogue allows members of the public to comment on specific documents or objects and to order copies of material online.

7 Vital Records

Jersey Heritage ensures that checks and updates are made of the ADLIB information retrieval system, thus ensuring the vital documentation records are protected in the event of a disaster. Monthly backup tapes are stored off site.

Jersey Heritage accession registers are identified and prioritised in the Jersey Heritage disaster plan.

8 Annual Stock Take

Jersey Heritage undertakes an annual stock take of a percentage of the locations and recorded information of its collections. As a result of the stock take documentation is updated and remedial action is taken as required, following discovery of missing objects, wrongly or inadequately documented objects, or undocumented objects.

The stock take also includes an external audit of a random sample of items within the collections.

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