



Terms and conditions for the Accreditation Scheme for Museums and Galleries in the United Kingdom: Accreditation Standard

May 2019

Introduction

The Accreditation Scheme is the UK industry standard for museums and galleries.

It helps everyone involved with a museum to do the right things, helping people to access and engage with collections, and protect them for future generations.

The Accreditation Scheme does this by making sure museums manage their collections properly, engage with visitors, and are governed appropriately by encouraging all museums and galleries to meet an agreed standard in:

- how they're run
- how they manage their collections
- how they engage with their users

The UK Accreditation Partnership

Arts Council England (ACE), the Welsh Government, Museums Galleries Scotland (MGS) and the Northern Ireland Museums Council (NIMC) (Accreditation Partners) jointly deliver the Accreditation Scheme for museums and galleries across the United Kingdom. The national remit for each Accreditation assessing organisation is:

Arts Council England:	England, Isle of Man, Channel Islands
The Welsh Government:	Wales
Museums Galleries Scotland:	Scotland
Northern Ireland Museum Council:	Northern Ireland

The Museum Accreditation Committee is recruited and selected by the UK Accreditation Partners and formally appointed by the National Council of Arts Council England. The Committee acts on behalf of the Accreditation Partners to make decisions to award and remove Accreditation status for museums and galleries that participate in the Scheme, provide quality assurance to ensure the consistent and effective implementation of the Standard and periodically contribute to reviews of the Scheme.

Arts Council England acts as the lead for legal ownership of the Scheme, intellectual property rights and all property associated with the Scheme, governance of the UK partnership, managing Accreditation panels and operational delivery of the Scheme. A formal partnership agreement outlines the shared aims and division of responsibilities across the Accreditation Partners.

Arts Council England hosts and maintains the online application and returns system on behalf of the UK Accreditation Partnership. Forms relating to organisations in Wales, Scotland and Northern Ireland will be made available to the appropriate assessing organisations (the Welsh Government, MGS or the NIMC respectively).

By submitting an application to the Accreditation Scheme, the organisation named in the application (referred to as “you” in these terms and conditions) agrees, if awarded Accreditation under the Scheme (“Accreditation”), to:

- act lawfully in operating your museum, in accordance with best practice guidance from your regulators, following any guidelines issued by Arts Council England (referred to as “we” or “us” in these Terms and Conditions) about applying for and maintaining Accreditation;
- acknowledge the Accreditation Scheme in accordance with any relevant Accredited museum brand guidelines and administered by your assessing organisation;
- provide the assessing organisation promptly with any information we reasonably require about your organisation relating to your Accreditation;
- take all reasonable steps to ensure the safety of the children and adults at risk that you will work with or that your work involves. You will follow best practice in having appropriate policies and procedures in place to ensure the protection of children, young people and adults at risk and in complying with these procedures, which will include checking backgrounds and disclosures of all employees, volunteers, trustees, partner or contractors who will supervise, care for or otherwise have significant direct contact with children and adults at risk with the Disclosure and Barring Service (DBS);
- ensure that you have and adhere to all policies, procedures and regulations that meet all relevant legal, ethical, safety, equality, environmental and planning requirements and comply with best practice in governance, reporting and operation;
- comply with all data protection laws;

- allow the assessing organisation to share non-personal data including but not limited to monitoring, compiling statistical reports and reporting activity under the Scheme including outcomes and trends in museums with our partners and other third-party organisations we work with that have a legitimate interest in the arts and museums;
- keep accurate and comprehensive records about Accreditation both during the period that your museum is Accredited and for seven years afterwards and provide us on request with copies of those records.

2.0 You acknowledge that we are entitled to remove your Accreditation status or change your Accreditation status to ‘Provisional’ and require you to undertake additional activities in any of the following situations. You must let us know promptly if any of these situations have occurred or are likely to occur.

- you fail to fulfil the purpose of the Accreditation Scheme and meet the requirements of the Standard.
- your museum undergoes a significant change as referenced in any of our Accreditation guidance including but not limited to short-term unplanned workforce change/challenge or museum closure, longer-term workforce restructure, major capital development or a change in governance or a change to the status, ownership or constitution of your organisation or a proposal to sell items from the museum’s collection.
- any unethical conduct takes place, including but not limited to the unethical sale of museum collections.
- you fail to comply with any of these terms and conditions, any requested additional activities pursuant to this clause 2 or any of our guidance relating to Accreditation.
- you provide us with false or misleading information, either on application or after the award of Accreditation.
- you act in a way that we believe is likely to harm the Arts Council’s, the Accreditation Scheme, the UK Accreditation Partners or your reputation.
- you enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution or, in Scotland, have your organisation’s estate sequestrated.

3.0 You acknowledge that:

- we have no liability for any costs or consequences incurred by you or third parties that arise directly or indirectly from your participation in the Accreditation Scheme, or from non-award or removal of Accreditation status, save to the extent required by law;

- we may use any other information that we or the Accreditation Partners hold about you in the assessment, review and decision making on your application;
- any information we receive from you will be subject to the Freedom of Information Act. By law, we may have to provide your information to a member of the public if they ask for it under the Freedom of Information Act 2000. For further details, see the Arts Council's information sheet *How we treat your application - Freedom of Information*, available on the Arts Council's website at <https://www.artscouncil.org.uk/freedom-information>
- if you have any concerns, you should let us know as some information may be covered by exemptions if it is sensitive or confidential, but any decision to release information is at our absolute discretion in accordance with the Freedom of Information Act legislation.
- these terms and conditions will continue to apply until the Accreditation award expires or is removed. Clause 3.1 shall survive expiry of these terms and conditions.