

DATED

2009

**NMSI TRADING LIMITED (1)**

**SHELL U.K. LIMITED (2)**

**and**

**THE BOARD OF TRUSTEES  
OF THE SCIENCE MUSEUM (3)**

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**AGREEMENT**

**relating to the sponsorship of the Climate Change Project**

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“Affiliate”	A company which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a Party. For this purpose control means the direct or indirect ownership of, in aggregate, fifty per cent or more of voting capital.
“Agreement”	This Agreement including schedules, appendices and Addendums.
“Audiences”	The Museum’s target audiences for the Core Project that are segmented, at the Commencement Date, but subject to on-going research, as follows: <ul style="list-style-type: none"> <li>• independent adults (non-specialists)</li> <li>• families with children aged eight (8) upwards</li> <li>• Key Stage 3 (age 11-14) and Key Stage 4 (age 15-16) students and teachers.</li> </ul>
“Commencement Date”	The date of signature of the last Party to sign this Agreement.
“Confidential Information”	All information in respect of the Museum and NMSI Trading and the Sponsor’s public announcement about the Core Project or Extended Project and the business and financing of each Party including any ideas, business methods, finance, prices, products, business, financial, marketing, development or manpower plans, customer lists or details, computer systems and software or other matters connected with that Party’s business; and information concerning the Party’s relationship with actual or potential customers or clients and the needs and requirements of such persons.
“Core Project”	The development of the Gallery, the Education Programme and the Dedicated Web Pages, for which the Museum and NMSI Trading have a proposed budget at the Commencement Date of

- [REDACTED]

"Credit Table"	The table in Schedule 1 that lists the places that the Sponsor will be credited and the type of credit the Sponsor will be given by NMSI Trading.
"Cultural Programme"	The three (3)-year programme of activities to be organised by the Museum from June 2010–June 2013, that shall form part of the Extended Project and shall include Dana Centre Events, Lates and one or more of the following component parts: <ul style="list-style-type: none"> <li>i. temporary exhibitions</li> <li>ii. Gallery Intervention</li> <li>iii. Science Museum Arts Projects</li> <li>iv. Outreach</li> </ul>
"Dana Centre Events"	Events (free or ticketed) held either in the Science Museum or in the "Wellcome Wolfson Building" ("Dana Centre"), which aim to actively engage participants in dialogue on contemporary science through a range of different formats including discussion, performance and comedy. The Dana Centre is a place for non-specialist audiences aged sixteen (16) years and upwards to take part in interactive, informative and innovative events focusing on how technology, medicine and engineering influence our culture and society.
"Debrief Report"	The report that NMSI Trading must complete with information and key data on the sponsorship including, without limitation, visitor figures, results and achievements of the Core Project, such report to be in a format agreed by the Sponsor and NMSI Trading, but for which a sample format is attached at Schedule 4.
"Dedicated Web Pages"	The web pages about the Core Project (and at the appropriate time about the Education Programme, Outreach and the Cultural Programme) that will be on the Science Museum website and owned and run by NMSI Trading or the Museum.
"Donor"	The non-corporate organisations, individual/s, trust/s and/or foundation/s that give the Museum a charitable donation specifically for the Core Project or Extended Project.
"Education Programme"	The programme to take place for the duration of the Sponsorship Period that will be devised and organised by NMSI Trading and/or the Museum, the aim of which is to disseminate knowledge and understanding of climate change, and which will have links to the Gallery. For the avoidance of

doubt the Education Programme will form part of the Core Project and will primarily be web-based learning activities on the Dedicated Web Pages.

“Events Programme”

Events organised by the Museum at the Science Museum that could include:

- Lates
- Dana Centre Events.

“Expiry Date”

The fifth (5<sup>th</sup>) anniversary of the Opening Date.

“Extended Project”

The Extended Project means the Cultural Programme which will augment the Core Project and together, as at the Commencement Date, the Museum and NMSI Trading have a proposed combined total budget of [REDACTED]

“Fellow”

A level of Corporate Membership which at the Commencement Date the fee is [REDACTED] a year.

“Force Majeure Event”

Any occurrence which (i) hinders, delays or prevents a Party in performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such Party, and shall include, without limitation, fire, flood, casualty, lockout, strike, labour disputes and industrial action of any kind (other than by the employees of that Party), unavoidable accident, national calamity or riot, Act of God, the enactment of any Act of Parliament or the act of any other legally constituted authority, any cause or event arising out of or attributable to war or any other cause or event other than a shortage or lack of money.

“Funder Accreditation”

How and where the Donors, Principal Sponsors and Major Sponsors are credited as having supported the Core Project which will include:

- signage inside and outside the Gallery
- the Dedicated Web Pages
- NMSI Marketing Material.

“Gallery”

The interactive exhibition about climate change with a five (5) year life span (2010-2015), which at the Commencement Date is known as the Changing Our World gallery, situated on the second floor of the Wellcome Wing of the Science Museum.

“Gallery Intervention”

The way in which the Museum, as part of the Cultural Programme which forms part of the Extended Project, will inject climate change content into an appropriate selection of Science Museum galleries, to highlight the degree to which climate change impacts on almost every area of the

modern world. As of the Commencement Date Gallery Interventions are scheduled to take place in June 2010, June 2011 and June 2012.

"Hire Agreement"	The terms and conditions for the hire of facilities at the Science Museum in place from time to time, the current version being set out at Appendix 4.
"Lates"	The free of charge evening events held usually on the last Wednesday of each month, from 18.45 to 22.00, for which the Science Museum is open to the public for visitors over eighteen (18) years old, and which are promoted on the Science Museum's website.
"Major Sponsor"	The term by which the Museum and NMSI Trading shall acknowledge corporate support of the Core Project that is below the level of Principal Sponsor. For the avoidance of doubt it is agreed between the Parties that Major Sponsors shall not be offered or receive the same level of Sponsorship Benefits as a Principal Sponsor.
"Marks"	The Museum's Marks and/or the Sponsor's Marks.
"Museum's Marks"	The names, logos and trade marks which are reproduced in Schedule 2.
"Museum Specification"	A description produced by the Museum for the Sponsor giving in preliminary outline form the plans for the Core Project that is attached to this Agreement as Appendix 1.
"NMSI Marketing Campaign"	The detailed plan that NMSI Trading shall draw up and activate each Year as specified in paragraphs 5.1, 5.2, 5.3 and 5.4 of Schedule 1 of this Agreement, which is at the cost of NMSI Trading and shall include NMSI Marketing Material.
"NMSI Marketing Material"	<p>The printed matter, electronic material and other material produced by the Museum and NMSI Trading to publicise the Core Project which may include:</p> <ul style="list-style-type: none"><li>• advertisement</li><li>• poster</li><li>• banner</li><li>• other promotional materials (e.g. leaflets).</li></ul>
"Opening Date"	The date on which the Gallery is officially opened to the public, which as at the Commencement Date is planned to be on or after Tuesday 22 June 2010.
"Opening Events"	The events organised by the Museum and NMSI Trading to celebrate the opening of the Gallery,

which may include:

- a day-time event
- an evening reception

For the avoidance of doubt the Opening Events may include not only the opening of the Gallery but also of other Museum exhibitions and galleries in the Wellcome Wing.

“Outreach”

The national educational outreach programme which, as part of the Cultural Programme which forms part of the Extended Project, will inspire young people to be advocates of climate change action within their communities. In partnership with up to three museums or science centres around the UK, over the three-year programme the Museum will work with students (primarily aged 13 to 16 years) and teachers from up to eighty (80) schools each year, the results of which will be on public display at the Science Museum and in nationwide venues, and recordings of which will also form content on the Dedicated Web Pages.

“Patron”

A level of Corporate Membership which at the Commencement Date the fee is [REDACTED]

“Party”

Any one of NMSI Trading, the Sponsor or the Museum, and “Parties” shall be construed accordingly and all Parties means NMSI Trading, the Sponsor and the Museum.

“Principal Sponsor”

The term by which the Museum and NMSI Trading shall acknowledge the Sponsor in the Project Material and otherwise in connection with the Core Project and the Extended Project. For the avoidance of doubt it is agreed between the Parties that other Principal Sponsors will commit to the Core Project an amount equal to or in excess of the Sponsorship Sum.

“Project Advisory Panel”

The group of people invited by the Museum to be on a panel that includes experts and practitioners in diverse fields related to climate change that may include representatives from the Principal Sponsors and Donors.

“Project Material”

Interpretative, promotional and other written materials produced as part of the Core Project and the Extended Project by or on behalf of NMSI Trading or the Museum, including the Science Museum Website.

“Science Museum”

The Science Museum at Exhibition Road, London SW7 2DD.



“Science Museum Arts Project”	The Museum’s contemporary arts programme which includes temporary and permanent works within the Science Museum's galleries, as well as one-off events, talks, research projects and art exhibitions open to the general public. Commissioned art (which may include an installation, sculpture or video) may be created for the Museum by an artist whose art focuses on his or her perspectives on the past, present and future of science and technology, creating new opportunities for visitors to encounter contemporary art that engages with the content of a gallery.
“Science Museum Website”	The website owned and run by NMSI Trading at its own expense.
“Sponsor Liaison Group Meeting”	The meetings convened from time to time during the Term by the Museum with the Principal Sponsors and the Major Sponsors to update them on the Core Project and Extended Project, as applicable.
“Sponsor Leveraging Campaign”	The programme created and organised by the Sponsor at its own cost to promote and publicise the Core Project and the Extended Project that shall include but not necessarily be limited to the Sponsor’s Promotional Material.
"Sponsor Promotional Material"	The products, communications, publicity, or advertising activity of the Sponsor undertaken by the Sponsor to communicate and publicise its sponsorship of the Core Project and the Extended Project and in any media including without limitation television (both satellite and terrestrial and both digital and analogue), radio, eye-readable printed media, digital communications via the internet, WAP, SMS and 3G.
“Sponsorship or PR Agency”	The organisation/s appointed by the Sponsor from time to time to act on its behalf in relation to the Sponsor’s sponsorship of the Core Project and the Extended Project.
“Sponsorship Benefits”	The benefits provided by NMSI Trading or caused by NMSI Trading to be provided to the Sponsor under this Agreement as set out in Schedule 1.
“Sponsorship Period”	The period in which the Sponsor shall be entitled to exercise the Sponsorship Benefits, which shall commence six (6) months before the Opening Date and end on the Expiry Date, subject to early termination of this Agreement
“Sponsorship Sum”	The amounts to be paid by the Sponsor to NMSI Trading as set out in Clause 2 of this Agreement.

“Sponsor's Marks”	The current names, logos and trade marks belonging to the Sponsor that are reproduced in Schedule 3.
“Term”	The period from the Commencement Date to the Expiry Date unless terminated earlier under this Agreement.
“Wellcome Wing”	The wing of the Science Museum that houses exhibitions of contemporary science and technology, in which is situated the Antenna gallery on the ground floor, the <i>Who Am I?</i> gallery on the first (1 <sup>st</sup> ) floor, the new climate change Gallery on the second (2 <sup>nd</sup> ) floor, and In Future on the third (3 <sup>rd</sup> ) floor.
“Working Day”	Monday to Friday inclusive (with the exception of English bank holidays) with office hours that are 9.30 am to 5.30pm.
“Year”	Year I, II, III, IV and V as applicable.
“Year I”	The period of twelve (12) months that commences on the Opening Date.
“Year II”	The period of twelve (12) months that commences on the first anniversary of the Opening Date.
“Year III”	The period of twelve (12) months that commences on the second anniversary of the Opening Date.
“Year IV”	The period of twelve (12) months that commences on the third anniversary of the Opening Date.
“Year V”	The period of twelve (12) months that commences on the fourth anniversary of the Opening Date and continues until the Expiry Date.

- 1.2 The headings in this Agreement are used for convenience only and shall not affect its interpretation.
- 1.3 Reference to clauses and Schedules are to clauses and Schedules of and to this Agreement.
- 1.4 References in this Agreement to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 1.5 Except where the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting any gender include all genders, words denoting persons include firms and corporations and vice versa.

- 1.6 Any phrase in this Agreement introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

## **2. SPONSORSHIP SUM**

- 2.1 In consideration of NMSI Trading’s undertakings in this Agreement, the Sponsor will pay NMSI Trading the Sponsorship Sum of [REDACTED]
- 2.2 The Sponsor shall, in addition to the Sponsorship Sum, pay to NMSI Trading an amount in respect of Value Added Tax (VAT) on presentation of a valid VAT invoice by NMSI Trading at the rate prevailing on the date of such invoice.
- 2.3 The Sponsorship Sum will be paid in the following instalments:
- 2.3.1 [REDACTED] by 30 November 2009;
  - 2.3.2 [REDACTED] in January 2010;
  - 2.3.3 [REDACTED] in January 2011; and
  - 2.3.4 [REDACTED] in January 2012.
- 2.4 NMSI Trading will invoice the Sponsor for each instalment described in Clause 2.3 above. Invoices will be provided at least thirty (30) days before the final due date for such instalment. In all cases payment will be made within thirty (30) days of the date of the relevant invoice.
- 2.5 If the Sponsor fails to pay any sums due under this Agreement, NMSI Trading shall be entitled (but not obliged) to charge the Sponsor interest on the overdue amount payable by the Sponsor immediately, on demand, from the due date up to the date of actual payment, after as well as before judgment at the rate of [REDACTED] per annum above the base rate for the time being of NatWest Bank plc. Such interest shall accrue on a daily basis and be compounded quarterly. NMSI Trading reserves the right to claim interest under the late payment of Commercial Debts (Interest) Act 1998.

## **3. THE PROJECT**

- 3.1 Subject to NMSI Trading's obligations in Clause 5.3, ultimate control in all elements of the Core Project and Extended Project will remain with NMSI Trading and/or the Museum at their sole discretion. This includes NMSI Trading and/or the Museum retaining full editorial control over the Core Project, Extended Project and Project Material.

- 3.2 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] shall

- [REDACTED]
- [REDACTED]
- 3.3 In addition, prior to the Opening Date, and in Years II to V when scheduled content upgrades to the Gallery and/or the Dedicated Web Pages (excluding web pages relating to the Education Programme and Outreach) are due to be implemented, where NMSI Trading requires research assistance, material and/or technical support from corporate companies in relation to content, expertise or materials for the Gallery and such Dedicated Web Pages that relates exclusively to the energy, oil or gas industry it shall first offer the Sponsor the opportunity to provide the assistance required. The Sponsor shall have [REDACTED], from the date it is notified by NMSI Trading, to confirm if it is able to offer such assistance and do so in accordance with the prospective timetable and requirements notified to it by NMSI Trading. In such [REDACTED] period NMSI Trading shall be free to discuss its requirements with other companies within the energy, oil or gas industry provided it does not reach any agreement until it has heard from the Sponsor or the expiry of the [REDACTED]. Should the Sponsor fail to respond with a proposal within [REDACTED], or indicate that it is unable to provide the assistance required, NMSI Trading shall be free to seek such assistance from other companies within the energy, oil or gas industry. Nothing in Clause 3.2 above and this Clause 3.3 shall prevent NMSI Trading from seeking research assistance, material and/or technical support from:
- (a) academic, non-commercial and/or not for profit third parties, regardless of whether they are specialists in the energy, oil or gas industry or not; or
  - (b) any third party outside the energy, oil or gas industry.
- 3.4 Copyright and any other intellectual property rights that are created in the Project Material shall be the property of NMSI Trading or the Museum except insofar as they incorporate material that is already the property of the Sponsor or of any Affiliate, in which case the rights in such materials (or the relevant component of such materials) shall remain vested in the Sponsor or the Affiliate as the case may be. The Sponsor shall not reproduce or use Project Material without the prior written consent of NMSI Trading, such approval not to be unreasonably withheld or delayed.
- 3.5 The Sponsor shall not reproduce or use any images, computer software, interactive material or similar items created by or on behalf of NMSI Trading for the purposes of the Core Project or the Extended Project without the prior written consent of NMSI Trading, such approval not to be unreasonably withheld or delayed.
- 3.6 NMSI Trading shall be responsible for:
- 3.6.1 making any structural and design alterations to the Science Museum that are necessary for the creation of the Gallery;
  - 3.6.2 commissioning designers, contractors and consultants in connection with the Core Project and Extended Project;
  - 3.6.3 securing any permissions that are required for the use of intellectual property rights in the Core Project and Extended Project; and
  - 3.6.4 complying with all legislation and regulations regarding health and safety and crowd security measures at the Science Museum and for effecting and maintaining appropriate levels of insurance cover in relation to the activities taking place there.
- 3.7 NMSI Trading acknowledges that, to the extent permitted by law, the Sponsor does not have responsibility for complying with legislation and regulations regarding health and safety and crowd security measures in relation to the Science Museum.

#### 4. GRANT OF SPONSORSHIP RIGHTS AND SPONSORSHIP BENEFITS

4.1 In consideration of payment of the Sponsorship Sum plus VAT by the Sponsor, NMSI Trading grants the Sponsor the following rights and Sponsorship Benefits during the Sponsorship Period:

4.1.1 [REDACTED]  
[REDACTED] The Parties shall discuss in good faith the exact accreditations to be given to the Sponsor in respect of the Extended Project once the plans for the activities that will form part of the Extended Project have been decided [REDACTED]  
[REDACTED]  
[REDACTED]

4.1.2 [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]  
[REDACTED] ditation, and in accordance with notice periods set out in Clause 7.1 below.

4.1.3 as from the Commencement Date, [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

4.1.4 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

4.1.5 [REDACTED]  
[REDACTED]  
[REDACTED].

4.2 It is agreed between the Parties that NMSI Trading may seek and/or receive funding for the Core Project and Extended Project from other Principal Sponsors, Major Sponsors and from Donors on condition that:

4.2.1 [REDACTED]  
[REDACTED]  
[REDACTED]

4.2.2 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

4.3 The Sponsor shall comply with the consultation period specified in Clause 7.1 below in respect of notifying NMSI Trading of its approval or otherwise in regard to Clause 4.2.2 above and, if such notification has not been given within such period, then the Sponsor's approval shall be deemed to have been given.

## 5. NMSI TRADING UNDERTAKINGS

- 5.1 NMSI Trading undertakes that the Sponsorship Sum shall be applied wholly and exclusively to fund the Core Project.
- 5.2 NMSI Trading undertakes to inform the Sponsor in a timely fashion of plans for the Extended Project, including the Cultural Programme in each of Years I, II and III and how the Sponsorship Benefits will be exercised. NMSI Trading undertakes to use its reasonable endeavours to deliver the Extended Project, which as a minimum shall include Dana Centre Events and Lates.
- 5.3 NMSI Trading will use its best endeavours to deliver the Core Project and Extended Project in accordance with the terms of this Agreement during the Term and to ensure that the Core Project will materially comply with the Museum Specification. The Sponsor acknowledges that the Museum Specification is an outline and for guidance only and that changes may be required to ensure accuracy and/or the scientific integrity of the Gallery.
- 5.4 NMSI Trading shall use all reasonable endeavours to organise, promote and manage the Core Project and the Extended Project effectively and efficiently and shall use all due care, skill and attention in such organisation, promotion, management and delivery as might be reasonably expected of NMSI Trading in the context of projects similar in scope and scale to the Core Project previously held at the Science Museum. In particular NMSI Trading shall procure that the Gallery is created as an innovative, informative and interactive gallery targeted at all Audiences throughout the Sponsorship Period.
- 5.5 NMSI Trading undertakes, in consultation with the Sponsor to:
- 5.5.1 [REDACTED]  
[REDACTED]  
[REDACTED]
- 5.5.2 [REDACTED]  
[REDACTED]
- 5.6 In the event that NMSI Trading commissions any market research about the Gallery after the Opening Date it will invite the Sponsor to submit a minimum of [REDACTED] [REDACTED] for inclusion in such research. Provided that NMSI Trading is satisfied as to the suitability of any questions so submitted and their impact on the cost and effectiveness of the market research in question, it will arrange for those questions to be incorporated into the research and will inform the Sponsor in a timely fashion of any results from such market research that impact upon the Sponsor, including providing the Sponsor with written reports. For the avoidance of doubt, this Clause 5.6 shall not apply to any consultation that NMSI Trading or the Museum undertakes or commissions in the course of developing the Gallery.
- 5.7 NMSI Trading undertakes to offer the Sponsor the opportunity on a minimum of [REDACTED] occasion each Year [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 5.8 NMSI Trading undertakes to inform the Sponsor in a timely fashion of their plans for exhibitions and events at the Science Museum in relation to and during the 2012

Olympic Games and to give due consideration as to special events which could form part of the Cultural Programme in Year III.

- 5.9 The [REDACTED] at NMSI Trading (or such other member of staff as he or she may nominate as his or her deputy) will be the Sponsor's main point of contact in relation to this Agreement. NMSI Trading shall procure that the [REDACTED] (or his or her deputy) shall keep the Sponsor fully and promptly informed as to the progress of the Core Project and Extended Project, the Opening Date, the Opening Events and shall invite the Sponsor to send a representative to the Sponsor Liaison Group meetings.
- 5.10 NMSI Trading shall not at any time during the Term make any statement or issue any publicity that may reasonably be foreseen as discrediting or damaging to the reputation of the Sponsor.
- 5.11 NMSI Trading will arrange regular meetings between the Parties to update each other on matters relating to but not necessarily limited to the Core Project and Extended Project, the Project Material, NMSI Marketing Material and the Sponsor's Leveraging Programme.
- 5.12 NMSI Trading undertakes to review and, if appropriate, update the Dedicated Web Pages regularly in each Year.
- 5.13 Within [REDACTED] of the end of each Year NMSI Trading will provide the Sponsor with:
- 5.13.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 5.14 Within [REDACTED] of the end of each Year NMSI Trading will draw up an Addendum setting out the following information:
- 5.14.1 details of any variations or amendments to this Agreement that have been agreed during the Year in question; and
- 5.14.2 details of any revisions to the Hire Agreement, the Sponsorship Benefits, the Education Programme, the Cultural Programme or any other changes that have been agreed during the year in question and which directly relate to the substance of this Agreement.
- 5.15 This Agreement will be deemed amended to incorporate any Addendum that is agreed in writing by all the Parties in accordance with Clause 10.2.
- 5.16 If the Sponsor so requests, NMSI Trading will provide the Sponsor with a copy of its health and safety policies and policies of insurance in relation to the Science Museum.

## **6. THE SPONSOR'S UNDERTAKINGS**

- 6.1 The Sponsor shall not at any time during the Term make any statement or issue any publicity that may reasonably be foreseen as discrediting or damaging to the reputation of NMSI Trading or the Museum.
- 6.2 In the event of the Sponsor changing its name or any of the Sponsor's Marks during the Term, the Sponsor undertakes to meet the costs and expenses of NMSI Trading

arising from any consequential changes to Project Material and any other items in the Science Museum or produced by the Museum bearing the Sponsor's Marks (including but not limited to computer software).

- 6.3 The Sponsor undertakes that in relation to the Sponsor's Leveraging Campaign it will consult with and inform NMSI Trading in a timely fashion of its plans and will obtain the consent of NMSI Trading (not to be unreasonably withheld or delayed) in respect of wording or images in relation to the Science Museum, the Core Project or the Extended Project.

## **7. CONSULTATION**

- 7.1 Except for simple accreditations under Clause 7.2, NMSI Trading shall seek and give due consideration to the Sponsor's views on the design of Project Material and NMSI Marketing Material that expressly refer to the Sponsor, including the context of those references, and allow the Sponsor an opportunity to comment on the overall principles prior to finalising the design of such Project Material and NMSI Marketing Material. Any comments of the Sponsor on such design and context matters must be conveyed to NMSI Trading and finalised within [REDACTED] of NMSI Trading first seeking the Sponsor's views (although shorter times may be agreed between the Parties); otherwise NMSI Trading shall be entitled to consider the Sponsor's approval given. This obligation shall not apply to each individual item of Project Material and NMSI Marketing Material, and NMSI Trading shall only be obliged to seek the Sponsor's consideration where the Project Material or NMSI Marketing Material differs in a material way from the principles already discussed and approved by the Sponsor.
- 7.2 NMSI Trading shall seek the Sponsor's written consent to approve Sponsor accreditation in Project Material and NMSI Marketing Material. Such approval shall:
- (a) not be required if the Project Material or NMSI Marketing Material conforms substantially to a sample or template previously approved or an approved policy on accreditation; and
  - (b) be deemed given if the Sponsor fails to respond within five (5) Working Days (or shorter time if agreed).
- 7.3 The Sponsor will and will procure that its agents, employees and third parties (including but not limited to the Sponsorship or PR Agency) acting on its behalf, will obtain NMSI Trading's written consent, not to be unreasonably withheld or delayed, prior to making any reference (images or written) to the Core Project, Extended Project, NMSI Trading or the Museum in the Sponsor Leveraging Campaign or Sponsor Promotional Material. NMSI Trading undertakes to respond to such requests for approval within [REDACTED] and approval shall be deemed given if NMSI Trading fails to respond within that time.
- 7.4 NMSI Trading hereby agrees to comply with the Terms and Conditions for the Use of the Sponsor's Marks (as provided in Schedule 3 of this Agreement, or as may be provided to NMSI Trading in writing by the Sponsor from time to time) and undertakes that the Sponsor's Marks will be produced in either full colour or mono according to the Credit Table set out in Schedule 1 (any exceptions to this will be agreed in writing by the Sponsor). The Sponsor agrees to comply with the Terms and Conditions for the use of the Museum's Marks (as provided in Schedule 2 of this Agreement) or as may be provided to the Sponsor in writing by NMSI Trading from time to time.



## **8. TRADE MARKS**

- 8.1 The Sponsor grants a non-exclusive, royalty-free licence to NMSI Trading and the Museum to use and/or license the use of the Sponsor's Marks on the Project Material and for the purposes of the Core Project and Extended Project until the Expiry Date only provided that each item bearing the Sponsor's Marks is submitted to and approved by the Sponsor in accordance with Clause 7 (Consultation) above. NMSI Trading shall comply with the Sponsor's written guidelines for use of the Sponsor's Marks, which are attached to this Agreement as Schedule 3.
- 8.2 NMSI Trading grants to the Sponsor a non-exclusive, non-transferable royalty-free licence to use the Museum's Marks on the Sponsor Promotional Material until the Expiry Date (or as such extended period as the Parties may agree in writing) solely for the purposes related to the Core Project or Extended Project, provided that each item of the Sponsor Promotional Material bearing the Museum's Marks is submitted and approved in accordance with Clause 7 above.
- 8.3 Neither Party shall use the Marks of the others in connection with or hold itself out as being connected with any goods, services or other marks or names unrelated to the Core Project or Extended Project, without the prior approval of the other relevant Party.
- 8.4 Each of NMSI Trading and the Sponsor (each an "Indemnifying Party") undertakes to indemnify the other and its officers, employees and agents, and in the case of the Sponsor to indemnify the Museum and its officers, employees and agents, against all claims, losses, costs, proceedings, liabilities and expenses (including reasonable legal expenses) suffered or incurred by such other Party and arising from any claim that the rights granted by the Indemnifying Party under the provisions of this Clause 8 or their exercise is an infringement of the rights of any third party.
- 8.5 Each of NMSI Trading and the Sponsor ("the Notifying Party") shall promptly and fully inform the other in writing of any actual threatened or suspected infringement of any of such other's intellectual property rights which comes to the attention of the Notifying Party, and shall provide the necessary information and assistance to the other (at the other's out-of-pocket expense which, for the avoidance of doubt, means actual disbursements and not allowances for loss of time) in the event that the other in its sole discretion decides that proceedings should be commenced, continued or defended.
- 8.6 Each of NMSI Trading and the Sponsor agrees to take all reasonable steps, including appropriate legal remedies, to protect and defend its Marks provided that such Party shall always have the sole discretion and final rights to decide whether or not legal proceedings should be commenced, continued or settled.
- 8.7 Any goodwill that accrues from the Sponsor's use of the Museum's Marks shall belong to NMSI Trading and any goodwill that accrues from NMSI Trading's use of the Sponsor's Marks shall belong to the Sponsor or an Affiliate and each Party agrees to execute any documents which may be necessary to vest the same in the other.
- 8.8 The provisions of Clauses 8.3, 8.4 and 8.7 shall survive the termination of this Agreement.

## **9. FORCE MAJEURE**

- 9.1 If any element of the Core Project and/or the Opening Events cannot proceed as planned due to a Force Majeure Event the failure of NMSI Trading to fulfil its obligations shall not be a breach of this Agreement. In the event of the performance by

NMSI Trading of any of its obligations being delayed for any such reason, it shall use its reasonable endeavours to fulfil such obligations as soon as circumstances permit.

- 9.2 NMSI Trading shall notify the Sponsor as soon as reasonably practicable of any conditions that are likely to prevent or materially delay any element of the Core Project, the Opening Date, and/or the Opening Events from proceeding as planned.
- 9.3 Without prejudice to Clause 12 (Termination), should the Sponsor's exercise of the Sponsorship Rights and Benefits under this Agreement be materially hampered, interrupted or interfered with by reason of any conditions of a Force Majeure Event, then the obligations of both Parties shall be suspended during the period of such hampering, interference or interruption consequent on such Force Majeure Event and shall be postponed for a period of time equivalent to the period of suspension, and the Parties shall use their best endeavours to minimise and reduce any such period of suspension.

## **10. ASSIGNMENT AND SUB-LICENSING**

- 10.1 No Party shall assign the benefit of this Agreement to any third party except that the Sponsor may assign the benefit of it to an Affiliate (provided it notifies NMSI Trading in advance) and NMSI Trading shall be entitled to assign the benefit and/or burden of this Agreement to the Museum or, on a reorganisation of the role of NMSI Trading to any other trading company owned or controlled by the Museum.
- 10.2 This Agreement and the documents referred to in it, including schedules and appendices, constitute the entire agreement between the Sponsor, the Museum and NMSI Trading in relation to the subject matter of this Agreement. Any amendment to this Agreement and the documents referred to in it shall only be effective when agreed in writing and signed by all the Parties.
- 10.3 Nothing in this Agreement shall be construed as constituting a partnership between the Parties or as constituting any Party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement. None of the Parties hereto shall in any way represent itself as being another or an agent, partner, employee or representative of another, nor hold itself out as such or as having any power or authority to incur any obligation of any nature whether express or implied on behalf of another.

## **11. LIABILITY**

- 11.1 Each of the Sponsor and NMSI Trading (each an "Indemnifying Party") undertakes to indemnify the other and, in the case of the Sponsor, to indemnify the Museum (each an "Indemnified Party"), and its officers, employees and agents, against any loss, damages or expenses the Indemnified Party (and in the case of NMSI Trading including the Museum) incurs or suffers arising from any breach by the Indemnifying Party of its obligations under this Agreement, wilful or unlawful conduct, and/or the negligent acts or omissions of the Indemnifying Party.
- 11.2 The Indemnified Party shall:
  - 11.2.1 as soon as reasonably practicable give written notice to the Indemnifying Party of any relevant claims or proceedings brought against the Indemnified Party specifying the nature of the claim in reasonable detail;

- 11.2.2 not make any admission of liability in relation to the claim or compromise or settle the claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed);
  - 11.2.3 take all action reasonably requested by the Indemnifying Party, at the Indemnifying Party's expense, to avoid, compromise or defend the claim and any proceedings in respect of the claim; and
  - 11.2.4 at the Indemnifying Party's request permit the Indemnifying Party to have full conduct of the defence of such proceedings and fully co-operate with the Indemnifying Party (at the expense of the Indemnifying Party) in respect of the Indemnifying Party's conduct of such proceedings, provided that the Indemnifying Party shall not make any admission of liability in relation to the claim or compromise or settle the claim without the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld or delayed.
- 11.3 No Party shall be liable to another Party under or in connection with this Agreement for:
- 11.3.1 loss of actual or anticipated profit;
  - 11.3.2 losses caused by business interruption; or
  - 11.3.3 any indirect, special or consequential cost, expense, loss or damage; or
  - 11.3.4 any loss of goodwill or reputation,
- even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Parties and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
- 11.4 No Party excludes or limits its liability for fraud or for death or for personal injury arising from its negligence or any liability to the extent the same may not be excluded or limited as a matter of law.
- 11.5 Any indemnity or relief from or limit or liability in favour of the Sponsor or NMSI Trading under this Agreement shall extend to and apply for the benefit of their respective Affiliates (in the case of the Sponsor), directors, employees, officers, servants and agents.
- 11.6 Subject to Clause 11.1, the Parties agree that liability for loss of or damage to any property and/or death, disease or bodily injury (whether in respect of third parties or the Parties, their employees, agents or sub-contractors) will be determined by reference to applicable law.
- 11.7 The provisions of this Clause 11 shall survive the termination of this Agreement.

## **12. TERMINATION**

- 12.1 Either NMSI Trading or the Sponsor may terminate this Agreement immediately on notice in writing to the other (without prejudice to the accrued rights and benefits of either of the Parties) if the other:
- 12.1.1 is in material or persistent breach of any of the terms and obligations of this Agreement, including (without limitation) the Sponsor's obligation to pay the Sponsorship Sum under Clause 2.3 and any VAT payable under Clause 2.2, and fails to remedy any such breach (or breaches) which is (or are) remediable within thirty (30) days of written notice requiring remedy; or
  - 12.1.2 commits any act which is likely to affect the reputation of the other or bring the other into disrepute to a material degree; or
  - 12.1.3 passes a resolution for winding up (other than for the purposes of a solvent amalgamation or reconstruction) or has a Court order passed for its winding

up, or becomes insolvent or convenes a meeting of or makes any arrangement or composition with its creditors; or has a liquidator, receiver, administrator, administrative receiver or similar officer appointed over any of its assets; or ceases or threatens to cease to carry on business.

- 12.2 Without prejudice to the Sponsor's rights under Clause 12.1 and subject to Clause 9 (Force Majeure), if the Core Project and/or Extended Project is cancelled by NMSI Trading and/or the Museum or does not take place at any time during the Term the Sponsor shall have the right to terminate this Agreement forthwith upon written notice and the Sponsor shall be released from its obligations under this Agreement from and after that date.
- 12.3 NMSI Trading shall be entitled to delay the Opening Date provided that:
- 12.3.1 in the event that NMSI Trading delays the Opening Date, the Expiry Date shall be extended to the fifth anniversary of the delayed Opening Date; and
- 12.3.2 if NMSI Trading delays the Opening Date by more than twelve (12) months the Sponsor may terminate the Agreement forthwith upon written notice and shall be released from its obligations as set out in this Agreement forthwith.
- 12.4 On termination of this Agreement for whatever reason:
- 12.4.1 each Party will cease to use any other Party's Marks; and
- 12.4.2 each Party will immediately return any papers, artwork or other information belonging to the other and NMSI Trading will remove from the Science Museum Website all reference to the Sponsor.
- 12.5 In the event of termination of this Agreement by the Sponsor under Clause 12.2 or 12.3.2 NMSI Trading shall repay to the Sponsor such sums as may have been paid by the Sponsor to NMSI Trading up to the date of such termination date which have not been spent on the Core Project and / or Extended Project, and which NMSI Trading has not, acting reasonably, contractually committed to pay in connection with the Core Project and / or Extended Project subject to NMSI Trading using its best endeavours to mitigate such contractual commitments and not entering into any new commitments without the Sponsor's written consent, such consent not to be unreasonably withheld or delayed, where the Core Project is delayed by [REDACTED] or more, provided that that shall be the full extent of NMSI Trading's liability arising from such delay or termination.

### **13. GENERAL**

- 13.1 Each Party undertakes:
- 13.1.1 to keep confidential all Confidential Information (whether written or oral) of the other Parties which it has obtained or received as a result of the discussions leading up to or the entering into, or which it obtains or receives in performance of, this Agreement;
- 13.1.2 not to disclose the Confidential Information of another Party in whole or in part to any other person without the other Party's written consent, save those of its employees, agents and sub-contractors involved in the implementation of this Agreement and who have a need to know the same and are bound to keep it confidential;
- 13.1.3 to use the Confidential Information of the other Parties solely in connection with the implementation of the Agreement and not otherwise or for the benefit of any third party.
- 13.2 The provisions of Clause 13.1 shall not apply to the whole or any part of the Confidential Information which is:

- 13.2.1 lawfully obtained after the date of this Agreement free of any duty of confidentiality otherwise than directly or indirectly from the other Party to this Agreement;
  - 13.2.2 already in a Party's possession (other than as a result of a breach of this Clause 13);
  - 13.2.3 in the public domain (other than as a result of a breach of this Clause 13); or
  - 13.2.4 necessarily disclosed pursuant to a statutory or other legal (non-contractual) obligation. For these purposes the Sponsor acknowledges that NMSI Trading and the Museum are a public authority for the purposes of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs") and as such have statutory duties to disclose certain information held by it if such information is requested from it, subject to the application of any exemptions contained in the FOIA and EIRs.
- 13.3 Failure or neglect by any Party to enforce at any time any of the provisions of this Agreement shall not be construed nor shall it be deemed to be a waiver of that Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that Party's rights to take subsequent action.
- 13.4 In the event that any of the terms, conditions or provisions of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.
- 13.5 Both NMSI Trading and Shell shall comply with all relevant statutes, laws and regulations relating to this Agreement.
- 13.6 No term of this Agreement shall be enforceable by any party which is not a Party to this Agreement (other than an Affiliate) by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 13.7 This Agreement may be executed in any number of counterparts each of which shall be an original and such counterparts shall together constitute one and the same agreement.

#### **14. NOTICES**

- 14.1 Any notice, notification or other communication to be given by any Party to any other Party shall be in writing and shall be deemed to have been duly given or made to such other Party:
- (a) if sent by personal delivery, upon delivery at the address of the relevant Party;
  - (b) if sent by courier, two (2) Working Days after the date of posting;
  - (c) if sent by facsimile or e-mail, when despatched provided it is not returned to the sender,

provided that if, in accordance with the above provisions, any such notice, notification or other communication would otherwise be deemed to be given or made outside Working Hours, it shall be deemed to have been given or made at the start of Working Hours on the next Working Day.

- 14.2 Each Party shall use its best endeavours to ensure that a copy of any notice, notification or other communication under this Agreement shall also be sent to the addressee by e-mail. However, service of any formal legal notices shall not be effective unless served by post.

14.3 Each Party may notify the other if there has been a change to its notice details, provided that such notification shall only be effective on the date falling [REDACTED] [REDACTED] after such notification has been received or such later date as may be specified in the notification.

14.4 Any notice, notification or communication to be given hereunder shall be delivered

14.4.1 In the case of NMSI Trading  
for the attention of:

[REDACTED]  
[REDACTED]  
NMSI Trading Ltd  
Science Museum  
Exhibition Road  
London SW7 2DD

14.4.2 In the case of the Sponsor:  
for the attention of:

[REDACTED]  
[REDACTED]  
Shell U.K. Limited  
Shell Centre  
London SE1 7NA

14.4.3 In the case of the Museum  
for the attention of:

[REDACTED]  
[REDACTED]  
Science Museum  
Exhibition Road  
London SW7 2DD

## 15. LAW

This Agreement shall be governed by and construed according to the laws of England and the Parties submit to the jurisdiction of the English courts.

## 16. OPTION TO RENEW

16.1 NMSI Trading and the Sponsor shall meet at least once before a date no later than [REDACTED] prior to the Expiry Date to discuss the possible renewal or extension of this Agreement or the sponsorship or other support by the Sponsor of a different project at the Science Museum after the expiry of the Term. For the avoidance of doubt, if the Parties have not agreed the terms of any such renewal, extension or alternative sponsorship by a date no later than [REDACTED] prior to the Expiry Date, NMSI Trading shall be free to approach third parties for such sponsorship.

16.2 If the Sponsor wishes to renew or extend its support for the Core Project it shall notify NMSI Trading not later than [REDACTED] after the meeting mentioned in Clause 16.1, and in such time NMSI Trading agrees that it shall not treat with any other company or non-corporate funder in respect of being Principal Sponsor of the Core Project.

- 16.3 If the Sponsor does not wish to renew or extend the sponsorship of the Core Project, at the Sponsor's election NMSI Trading agrees to remove all Sponsor's Marks and acknowledgements of and references to the Sponsor from all modules and items in the Core Project and Extended Project and from all materials, promotional or otherwise, relating to the Core Project and Extended Project with effect from the Expiry Date.
- 16.4 For the avoidance of doubt, any renewal or extension offered under this Clause 16 shall, with the exception of the sponsorship period and the sponsorship sum to be paid by the Sponsor in respect of such renewal or extension, be on terms and conditions as close to those of this Agreement as circumstances permit, while any sponsorship or support relating to a different project shall be the subject of separate terms and conditions to be agreed between the Parties.

## **17. THE MUSEUM'S CONFIRMATION**

The Museum hereby confirms that the terms of this Agreement are acceptable to it and the Museum does not, by entering into this Agreement, assume any of the obligations of NMSI Trading under this Agreement. The Museum is party to this Agreement for the purpose of satisfying the prescribed requirements of the Charitable Institutions (Fundraising) Regulations 1994 made under section 59(6) of the Charities Act 1992 and for no other purpose. The Parties agree that the Museum shall incur no liability under or in connection with this Agreement, whether for breach of contract or in any other way whatsoever.

## **18. DISPUTE RESOLUTION**

- 18.1 Mediation. Subject to Clause 18.3 any dispute which may arise between the Parties concerning this Agreement shall be determined in the first instance as follows:
- (a) by negotiation between the [REDACTED] on behalf of NMSI Trading, and [REDACTED] on behalf of the Sponsor; or
  - (b) if the negotiation at (a) fails, by negotiation between the [REDACTED] on behalf of NMSI Trading and the [REDACTED] on behalf the Sponsor.

Only if the dispute or difference cannot be settled within thirty (30) days by the Parties by negotiation at a particular level of the dispute or difference being referred to the relevant individuals shall the dispute be referred to the next appropriate level. The Parties may nominate in writing such other persons of substantially equivalent seniority at each level.

- 18.2 Mediation and Expert Determination. If the negotiations at Clause 18.1 fail the dispute shall be subject to mediation, to take place in England. The Parties shall agree in good faith the identity of the mediator and jointly appoint the mediator. If the mediation fails the dispute shall be finally settled by reference to the English courts in accordance with Clause 15.
- 18.3 Clauses 18.1 and 18.2 shall be without prejudice to the rights of termination stated in Clause 12 and in addition shall not prevent any of the Parties from applying for injunctive relief in the case of:
- (a) breach or threatened breach of confidentiality;
  - (b) infringement or threatened infringement of NMSI Trading's intellectual property rights; or
  - (c) infringement or threatened infringement of the intellectual property rights of a third party, where such infringement could expose NMSI Trading, the Museum or the Sponsor to liability.

AS WITNESS the hands of the Parties hereto:

SIGNED-----  
[REDACTED] NMSI Trading Limited

in the presence of-----

SIGNED-----  
[REDACTED] Shell U.K. Limited

in the presence of-----

SIGNED -----  
[REDACTED] on behalf of The Board of Trustees of the Science Museum

in the presence of -----



## **SCHEDULE 1: “SPONSORSHIP BENEFITS”**

The benefits detailed in this Schedule 1 relate to each Year of the Sponsorship Period, unless otherwise stated.

### **Definitions**

**“Corporate Event”**: a private view in the Gallery, an early evening drinks reception, or an early evening drinks reception followed by a dinner, on each occasion using no more than one of the Designated Spaces, except in the case of an evening drinks reception followed by a dinner, in which case no more than two of the designated spaces may be used. For the avoidance of doubt the Gallery is a Designated Space.

**“Designated Space/s”**: the venues within the Science Museum that may be used for hospitality.

**“Hire Charge”**: the fee to be paid by the Sponsor to NMSI Trading for the Hire of the Designated Space/s. The current Hire Charges of NMSI Trading are attached to this Agreement as Appendix 3. The Hire Charges are subject to change from time to time but the Sponsor shall be notified of such changes and the relevant Hire Charge shall be added to the annual Addendum.

**“Special Exhibition”**: temporary exhibitions put in the Science Museum for which the Museum charges entry.

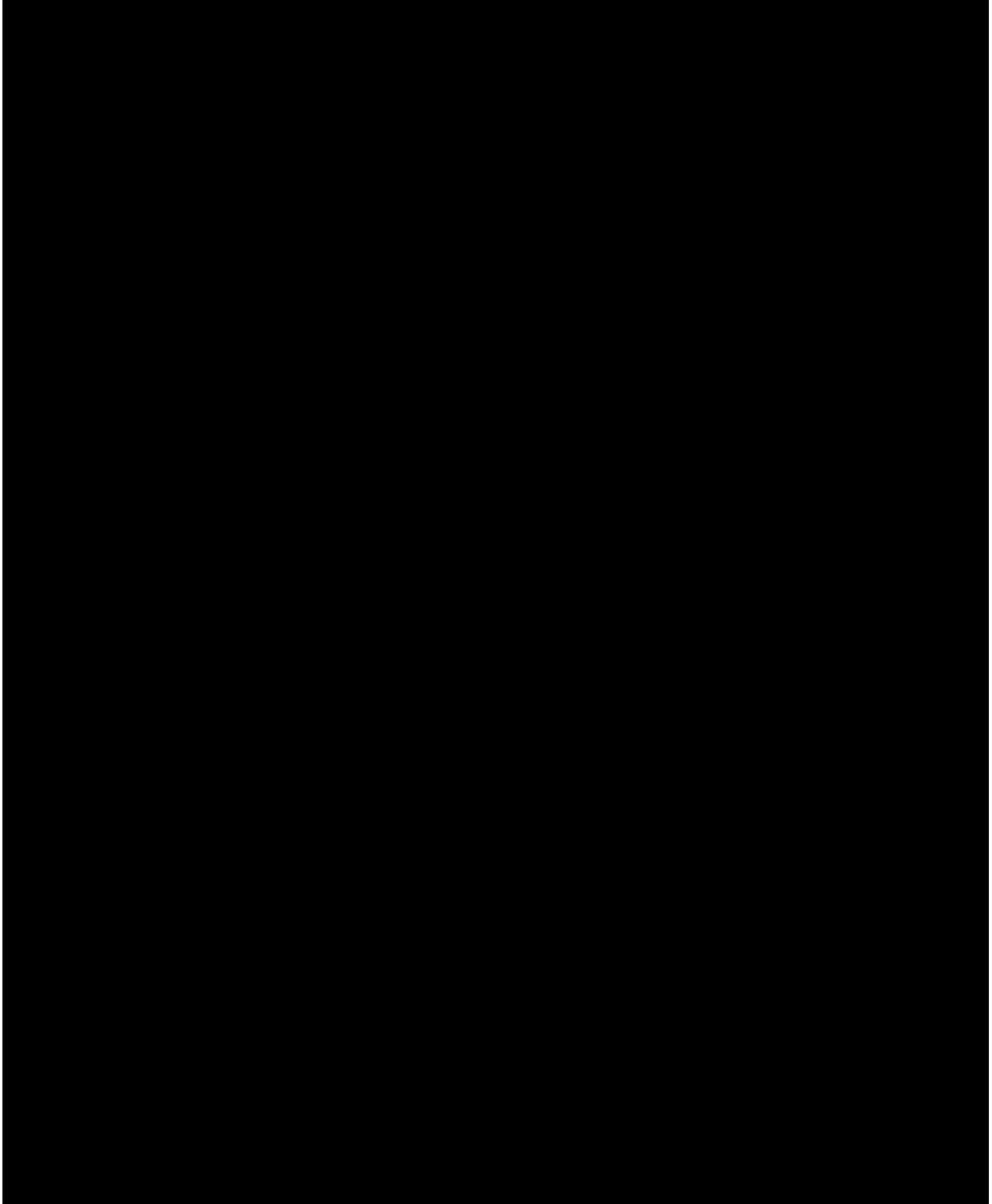
### **1. Accreditation**

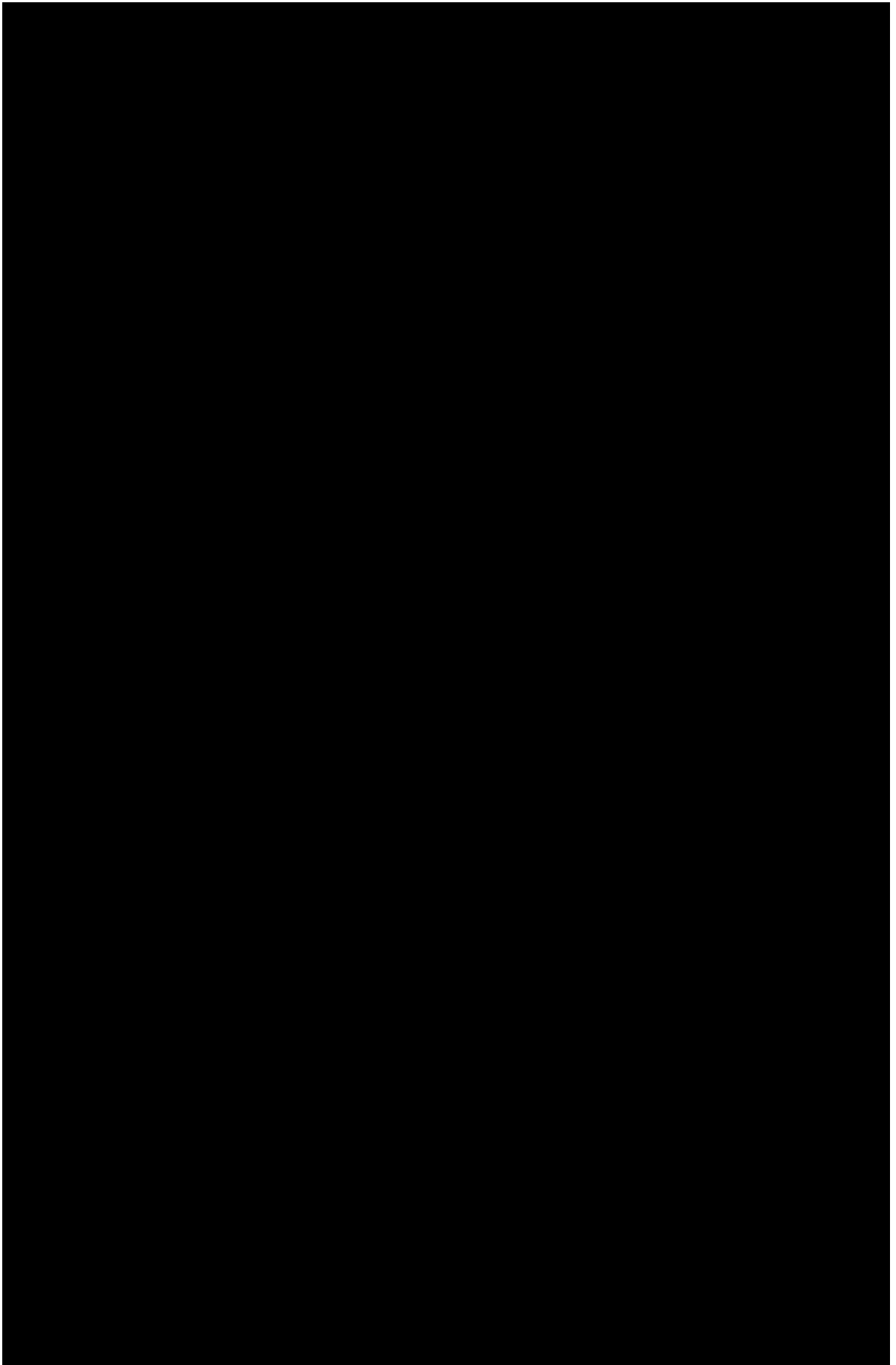
- 1.1 The Sponsor shall be acknowledged as a “Principal Sponsor” of the Core Project and the Extended Project as set out in the Agreement (and subject always to it) and outlined below.
- 1.2 The size of all logo acknowledgments will be in accordance with NMSI Trading and Museum policies and will be commensurate with the size and format of Museum’s Marks, which may vary from time to time.
- 1.3 NMSI Trading will ensure that the Sponsor has due acknowledgment in Funder Accreditation and NMSI Marketing Material (and in accordance with Clauses 4.1.1 and 4.1.2 of this Agreement) using the appropriate credit as outlined in the Credit Table below during the Term. NMSI Trading agrees to abide by the Sponsor’s Marks and Guidelines for the use of the Sponsor’s Logo as set out in Schedule 3. NMSI Trading reserves the right to amend the exact reference (in consultation with the Sponsor) so that it is appropriate to use.

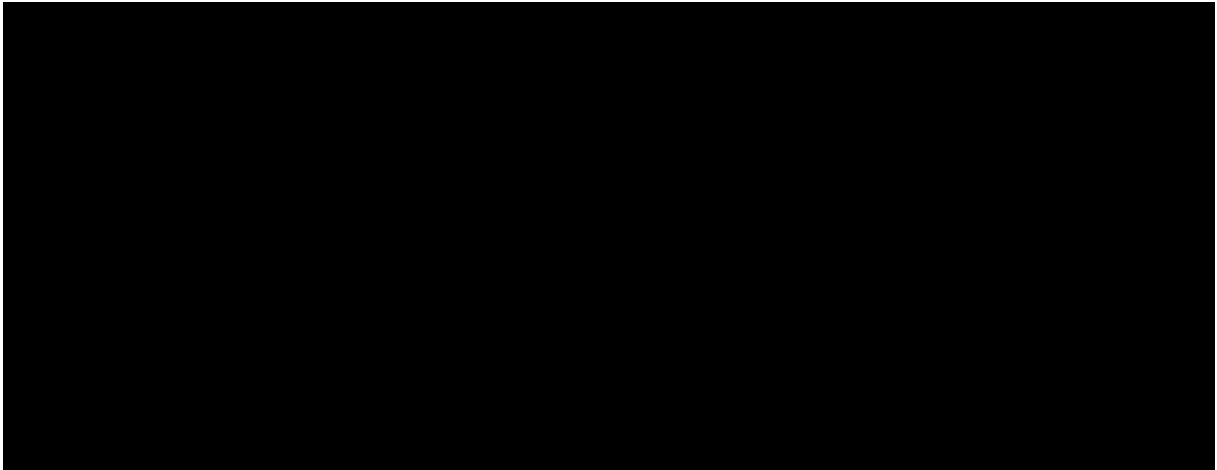
Logo Credit	“Changing Our World Principal Sponsors: [1 <sup>st</sup> Principal Sponsor name], [2 <sup>nd</sup> Principal Sponsor name]” listed by alphabetical order and/or size of sponsorship fee.  with Shell colour logo
Name Credit	“Changing Our World Principal Sponsors: [1 <sup>st</sup> Principal Sponsor name], [2 <sup>nd</sup> Principal Sponsor name]” listed by alphabetical order and/or size of sponsorship fee.  no logo

- 1.4 For the purpose of this Agreement, it is agreed that the following Credit Table which relates to the Core Project constitutes a minimum accreditation requirement for the Sponsor, provided that in the event that any of the following items may not be created, an equivalent opportunity will be offered. Subject to that proviso, NMSI Trading undertakes to produce or procure to be produced the following material and the Sponsor will be accredited as follows:

Item	Quantity Size Distribution or location	Sponsor Credit	Period of display/ Frequency
------	--	----------------	---------------------------------







1.5 The list above details all planned print and electronic matter for the Museum and the Core Project, reflecting the situation at the date of signature; it is understood that details may change and develop as the programme progresses. NMSI Trading will consult with the Sponsor in a timely fashion in respect of the quantity and distribution of each item in the credit table; should any of the items listed above be cancelled NMSI Trading will inform the Sponsor in a timely fashion and undertakes to provide alternative methods of accrediting the Sponsor in an equivalent and reasonable manner.

1.6 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## 2. Museum Events

2.1 In relation to the Opening Events NMSI Trading will consult with the Sponsor in a timely fashion as to the style and format of each event that is an Opening Event. In relation to the Opening Events the Sponsor shall be entitled to:

2.1.1 [REDACTED]  
[REDACTED]  
[REDACTED]

2.2 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

2.2.1 [REDACTED]  
[REDACTED]

2.2.2 [REDACTED]  
[REDACTED]  
[REDACTED]

2.2.3 [REDACTED]  
[REDACTED]  
[REDACTED]

2.2.4 [REDACTED]  
[REDACTED]

2.2.5 the Sponsor shall be responsible for paying for all catering, production and decorating costs.

### **3. Corporate Hospitality**

- 3.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 3.1.1 [REDACTED]  
[REDACTED]
- 3.1.2 [REDACTED];  
[REDACTED]  
[REDACTED]
- 3.1.3 [REDACTED]  
[REDACTED]  
[REDACTED]
- 3.2 [REDACTED]  
[REDACTED]
- 3.3 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 3.4 NMSI Trading will provide appropriate warders or security personnel [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 3.5 In respect of Corporate Events in the Science Museum which are subject to the Hire Charge, it is understood that the costs of catering and other additional facilities the Sponsor may require when entertaining are not included in the Hire Charge and will be payable by the Sponsor.
- 3.6 The Sponsor agrees to abide by the terms for Corporate Events at the Science Museum as set out in a Hire Agreement, a sample of which is attached as Appendix 4. The terms of such Hire Agreement shall be as agreed by the Parties at the relevant time.

### **4. Dedicated Web Pages**

- 4.1 The Museum and NMSI Trading will create or cause to be created:
- 4.1.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 4.1.2 [REDACTED]  
[REDACTED]
- 4.1.3 [REDACTED]  
[REDACTED]
- 4.2 NMSI Trading will ensure that the Dedicated Web Pages include information about the Education Programme and the Cultural Programme, if appropriate.

4.3 [REDACTED]  
[REDACTED]  
[REDACTED]

## 5. NMSI Marketing Campaign

5.1 No later than four (4) months prior to the Opening Date, and no later than three (3) months prior to the start of each following Year, NMSI Trading will, in consultation with the Sponsor, prepare the NMSI Marketing Campaign.

5.2 Year I's NMSI Marketing Campaign shall include as a minimum the marketing methods listed below, provided that if such opportunities are not available or practicable or appropriate in the view of NMSI Trading, equivalent opportunities will be undertaken in substitution:

5.2.1 [REDACTED]  
[REDACTED]

5.2.2 [REDACTED]  
[REDACTED]

5.3 For each of Years II, III, IV and V NMSI Trading shall undertake a lesser NMSI Marketing Campaign than in Year I, to be agreed with the Sponsor.

5.4 NMSI Trading will ensure the display each Year of the following NMSI Marketing Materials, which are to publicise the Gallery:

5.4.1 [REDACTED]  
5.4.3 [REDACTED]  
[REDACTED]

## 6. Media Relations

6.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

6.2 In Year 1 only the media relations plan shall include the following events:

6.2.1 [REDACTED]  
[REDACTED]  
6.2.2 [REDACTED]  
[REDACTED]

6.3 In each of Years II, III, IV and V the media relations plan shall be aimed at refreshing and renewing interest in the Core Project and creating interest in the Extended Project, and activities will be dependent upon budget.

6.4 In any Year in relation to all relevant press events about the Core Project NMSI Trading will:

6.4.1 [REDACTED]  
6.4.2 [REDACTED]  
6.4.3 [REDACTED]

- 6.4.4 [REDACTED]  
[REDACTED]
- 6.4.5 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

- 6.5 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

- 6.6 Each Year the press cuttings resulting from the media campaign will be collated and sent to the Sponsor as part of the Debrief Report.

- 6.7 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## **7. Sponsor Leveraging Campaign and Sponsor Promotional Material**

- 7.1 The Sponsor will consult with and keep NMSI Trading fully up to date on its plans for and its implementation of the Sponsor Leveraging Campaign and the Sponsor Promotional Material in a timely fashion prior to and after the Opening Events with a view to ensuring that it is consistent with and effectively co-ordinated with promotional activities being undertaken by NMSI Trading.

- 7.2 NMSI Trading undertakes to provide to the Sponsor at the Sponsor's own cost and for its own use with the following items subject to the Sponsor's request being in timely manner:

- 7.2.1 [REDACTED]  
[REDACTED]  
[REDACTED]
- 7.2.2 [REDACTED]  
[REDACTED]  
[REDACTED]

If it is reasonably practicable for NMSI Trading to arrange for the production of such items and merchandise, it will confirm the detailed specifications, delivery dates and prices before it places any order with its suppliers. The full cost of such merchandise (including any VAT) must be paid by the Sponsor in advance prior to order.

- 7.3 For the avoidance of doubt:
- 7.3.1 merchandise produced pursuant to paragraph 7.2 must not be resold by or on behalf of the Sponsor and may only be given away as gifts;
  - 7.3.2 such merchandise must bear the Museum's Marks. The Sponsor shall not remove the Museum's Mark from the merchandise; and
  - 7.3.3 paragraph 7.2 does not confer on the Sponsor any right to produce merchandise relating to the Core Project or Extended Project nor to arrange for any third party to do so.

## **8. Promotions with Third Parties**

- 8.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 8.1.1 [REDACTED]  
[REDACTED]
- 8.1.2 [REDACTED]  
[REDACTED]
- 8.2 NMSI Trading will not enter into any such agreement with third parties that are in the oil and/or gas sector, unless otherwise agreed between the Parties.
- 8.3 In the event that the Sponsor is involved in any such promotional campaign, its rights and obligations will be set out in an agreement between NMSI Trading, the Sponsor and the third party including provision for the Sponsor to be given, where appropriate, credits on relevant printed material and websites using either the Logo Credit or Name Credit as referred to in paragraph 1.3 of this Schedule 1.

## **9. Use of Museum and NMSI Trading Images**

- 9.1 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 9.2 As and when the Sponsor wishes to use Core Project and/or Extended Project images the Sponsor shall enter into a separate agreement with NMSI Trading about such use.



## **Museum Specification**

### **Core Project Overview**

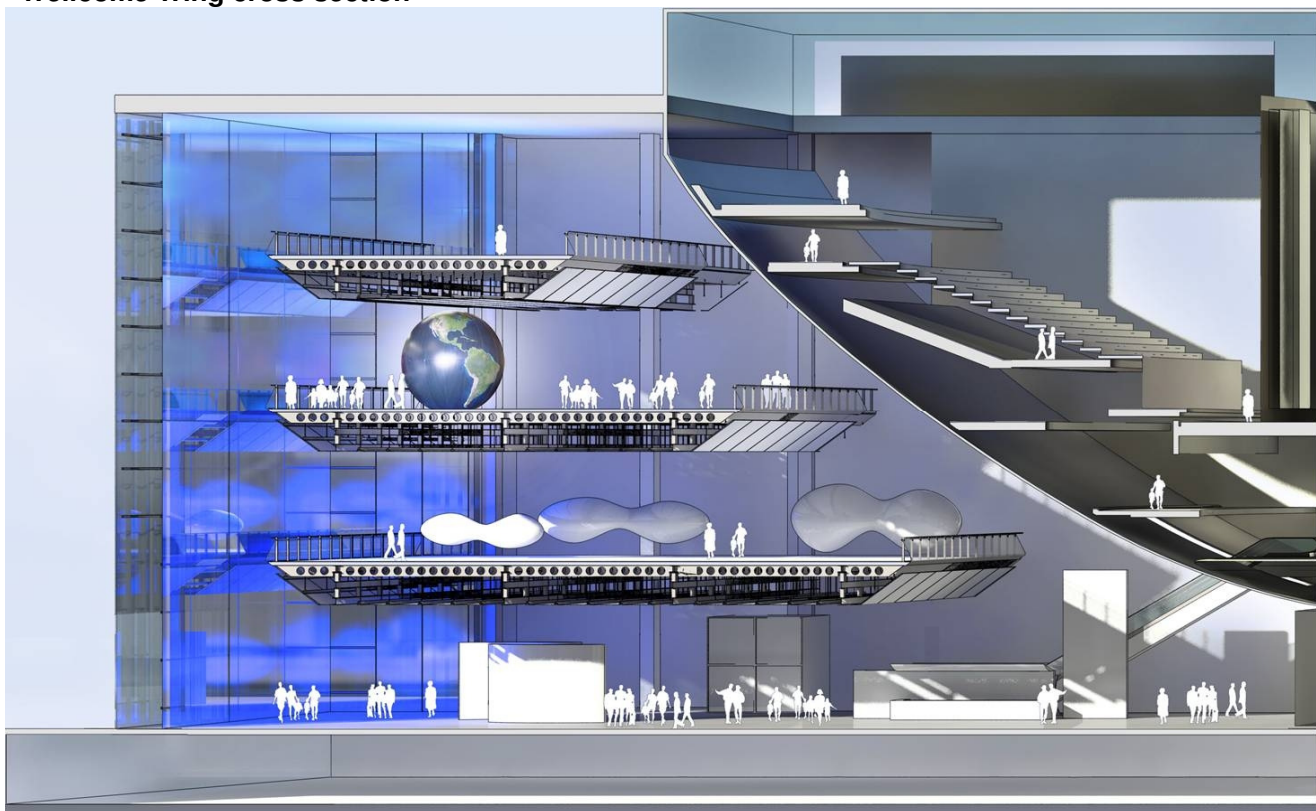
This project aims to change how diverse publics think, talk and act about climate change, empowering them to participate in changing our world for the better. In doing so, it aims to position the Science Museum as the leading UK destination for public engagement with climate change, both through what it delivers and through collaborations with other organisations.

The Museum has concluded, based on evidence, that climate change is real, serious and urgent. An effective global response is possible, but it will require scientists, politicians, industry and the public to work together. That is why it is placing climate change at the heart of the Science Museum's cultural offer.

The **Core Project** will provide a powerful, unforgettable experience which will act as catalyst for personal engagement with climate change. It will articulate a positive role for the individual in creating a future which is better, not worse, than the present. It will deliver learning experiences and focused content, including human stories, about:

- the unequivocal scientific evidence for climate change;
- adaptation and mitigation strategies, including decarbonising the energy supply;
- the international political, economic and social contexts of climate change;
- the relevance of climate change to visitors and how they can do something about it.

### **Wellcome Wing cross section**



*Changing Our World will be positioned on the second floor of the Science Museum's contemporary science centre, the Wellcome Wing. It will sit alongside the 'Antenna Future' science news gallery on the ground floor; the 'Who Am I?' biomedical gallery on the first floor and the interactive 'In Future' gallery on the third floor.*

## Gallery Aims

The 800 m<sup>2</sup> Gallery will be located on the second floor of the Wellcome Wing, and will:

- Provide a powerful, unforgettable, immersive experience which will act as a catalyst for personal engagement with climate change
- Serve a wide audience, delivering highly-relevant, key content, messages and learning outcomes
- Offer a unique and highly-innovative museum experience which is at the cutting edge in its treatment of content, learning, design, digital media, art and environmental impact management
- Become well-known as a 'must-do', high-status cultural destination amongst the target audience, raising the profile and increasing the impact of the climate change project as a whole
- Remain up-to-date for its five-year lifespan

## Gallery Content Delivery

The content maps out into a number of conceptual zones:

- What is happening and why act?
- How can we prevent more climate change?
- How can we adapt to the climate change we can't avoid?

## Gallery Development Project Timeline

Climate Change Project	2009					2010						
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July
Project Start Up												
Content Research												
Design Stage of Main Works												
Interactives Development												
Event Programme											3 year plan	
Web												
Fitout Tender & Appointment												
Build												
Gallery Open												

## WEB OFFER

The web offer has two overarching strategic aims. The first is to enhance visits to the Gallery and other climate change activities at the Science Museum. The second is to perform an outreach function, taking the project to people who are unable or unwilling to visit the Gallery. This approach to delivering virtual outreach provides excellent value for money, enabling us to reach a very large audience, including an international audience. It also has a relatively low environmental impact.

The web offer will:

- Build upon the gallery experience by allowing people to revisit and investigate further.
- Provide a springboard for individuals to take action.
- Carry the spirit and content of the gallery into the online space

- Promote the Core Project and wider Extended Project and encourage people to visit/participate further
- Stimulate conversation with and between our audiences about climate change and positive action
- Include learning resources for Key Stage 3 and Key Stage 4 and showcase learner-generated content created in response to 'calls to action'

The web offer will be kept current over the five-year lifespan of the Gallery through a combination of:

- Staged release of new features
- Rolling updates to existing content where appropriate
- Moderated user generated content.

## **EVALUATION PLAN**

Below is an outline of the proposed evaluation plan for the Core Project. This comprises the Gallery on the 2<sup>nd</sup> floor of the Wellcome Wing, and its associated web presence. Please note that the proposal represents an exemplar of the kind of approach, methodologies and areas of research that the Museum will undertake based on over 15 years of audience research experience. We would undoubtedly want to add to or adapt this proposal as the project content develops.

### **Types and purpose of Audience Research**

There will be two phases of research for the Gallery. These are 'Formative Evaluation' during the developmental stage of the project and 'Summative Evaluation', carried out within the first 6-8 months following opening. Please note that the Museum has already undertaken four pieces of front-end research with our audiences to identify barriers to engaging with the subject alongside desktop research. This will be used to inform the content approach and interpretation.

### **Formative Evaluation**

- Iterative testing of exhibit prototypes
- Testing of interpretation devices
- Testing of innovative communication elements e.g. new technologies
- Testing of wireframes (paper outlines) and clickable prototypes of the website

**Methodology:** observation and short interviews with small samples (10-30 individuals/groups) taken from each of the identified target audiences. Tests are repeated up to 3 times with increasingly detailed versions.

**Overall purpose:** to identify barriers to audience engagement with the element being tested and make recommendations for removing those barriers.

### **Summative Evaluation**

- Detailed evaluation of target audiences response to the gallery
- Detailed evaluation of target audiences response to the website

**Methodology:** a mixture of quantitative and qualitative methods will be used. These will include a selection of the following:

- Exit interviews
- Focus groups
- Tracking
- Personal meaning mapping
- Focused observation and depth interviews
- Accompanied surfing of the website

Note: Exit interviews, focus groups and tracking form the core of our exhibition research providing an essential balance of qualitative and quantitative data.

**Overall purpose:**

- Identifying how well the Gallery has communicated its key messages to audiences
- Identifying whether the Core Project experiences are engaging, memorable and inspiring
- Looking for indicators of learning
- Identifying barriers to engagement and learning.

Success is measured against the stated messages and objectives using the agreed target audiences.

**A 'life-enhancing experience'**

The Museum is committed to providing audiences with a 'life-enhancing experience'. We have defined this as a learning experience that is inspiring, engaging and memorable. We will use the life-enhancing model as a framework for assessing audiences' responses to the Gallery. The way that this is delivered within the context of the Gallery's messages and experience will be determined as the project develops. However, the broad areas of **learning outcomes** we consider are:

**Cognitive**

- Acquire new knowledge about climate change
- Understand how climate change relates to them personally
- Increased understanding of the evidence for anthropogenic climate change

**Affective**

- Understand that there is a role for business, policy, science & technology and individuals in tackling climate change
- Understand climate change as an issue that is personally relevant
- Understand how actions taken now will influence the future
- Understand the global nature of the issue
- Feel empowered to take action on climate change
- Challenge people's own behaviours

**Personal**

- Increased confidence in talking about the issues surrounding climate change
- Inspire confidence and interest to explore the issues further and to make relevant decisions in future

**Social**

- Construct sound and persuasive arguments based on evidence
- Share ideas, questions and experiences

**Skills**

- Audiences inspired to make decisions about reducing their own greenhouse gas emissions and influencing others  
Practise appraisal and decision-making skills by exploring and critiquing different options for tackling climate change.

**Audience Research Team and Management**

The Museum will recruit, train and manage dedicated staff to carry out the above evaluation work. These will consist of a Climate Change Senior Audience Advocate, and a team of up to three audience researchers. The team will be managed by the Head of Audience Research and Advocacy for the Science Museum. In addition the Audience Research unit will employ both internal and external consultants on the needs of disabled and diverse audiences, to ensure that the Gallery is not only physically accessible but provides an engaging and inspiring experience for the broadest audiences.

**Schedule. 1: Appendix 2**

**Corporate Membership Benefits**

**PATRON LEVEL – Duration of Three (3) Years from the Opening Date  
(e.g. June 2010- June 2013)**

**Acknowledgements**

- Named credit on Science Museum foyer acknowledgement board
- Named credit on relevant Science Museum Development web page:  
<http://www.sciencemuseum.org.uk/corporatemembership>
- Named credit in NMSI Annual Report & Accounts
- Logo credit in *inside* corporate e-newsletter

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**FELLOW LEVEL – Duration of Two (2) Years prior to end of Term  
(e.g. June 2013- June 2015)**

**Acknowledgements**

- Named credit on Science Museum foyer acknowledgement board
- Named credit on relevant Science Museum Development web page:  
<http://www.sciencemuseum.org.uk/corporatemembership>
- Named credit in NMSI Annual Report & Accounts
- Logo credit in *inside* corporate e-newsletter

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## Schedule 1: Appendix 3

### Hire charges for Corporate Events

#### SCIENCE MUSEUM - LONDON

GALLERY	HIRE PERIODS – SEE KEY	EVENT TYPE	CAPACITY	HIRE FEE
Energy Hall	A B	Reception	600	£8,500
Exploring Space	A B	Reception Dining	250 120	£8,500
Making the Modern World	A B	Reception Dining	600 450	£8,500
Wellcome Wing (Ground floor)	A B	Reception Dining	600 350	£8,500
First Tray 'Who Am I?'		Reception	350	£8,500
Third Tray 'In Future'		Reception Dining	220 140	£8,500
Special Exhibition	A B	Reception Dining	250 180	From £8,500
Level 2	C	Reception Dinner Theatre Style	800 500 500	From £8,500
Right	A B	Reception Dining	500 500	£8,500
Energy Gallery	A B	Reception	100	£8,500
Lantern Pad	A B	Reception	350	£8,500
Director's Suite	C	Theatre style Classroom Boardroom Reception Dining	110 50 40 150 90	£2,250 per session £3,500 per day £2,750 evening hire
4 studio (Wellcome Wolfson Building)	C	Theatre style Classroom Boardroom Reception Dining	110 50 24 110 46	£1,150 per session or £275 per hour
4 study (Wellcome Wolfson Building)	C	Theatre style Classroom Boardroom Dining	50 30 20 32	£900 per session or £220 per hour
IMAX Cinema	D	Auditorium Style	416	From £4,500 per full day

#### SCIENCE MUSEUM - SWINDON

GALLERY	HIRE PERIODS – SEE KEY	EVENT TYPE	CAPACITY	HIRE FEE
14 Hangar	C	Reception Dining Arena Style	1000 850 1000	From £
Engineering building	C	Theatre Style	100	From £
Runway	C			From £
Field	C		2400 Cars	From £

#### KEY TO HIRE PERIODS

A = 07:00–10:00  
 B = 18:00–23:30  
 C = 08:00–23:00  
 (divided into 3 hire sessions)  
 Session 1. 08:00–13:00  
 Session 2. 13:00–18:00  
 Session 3. 18:00–23:30  
 D = 08:00–23:30  
 (divided as follows)  
 Full day hire 08:00–18:00  
 Half day hire 08:00–14:00  
 or 14:00–18:00  
 Evening hire 18:00–23:30

#### NOTES

Should you require two galleries for your event, e.g. a reception gallery plus a dinner gallery, the hire fee will be calculated by taking the fee for the dinner gallery and adding £2,500 for additional gallery space.

Should you require the use of IMAX in a gallery, in the evening, then an additional fee will be added for the use of IMAX.

A discount is offered for the hire of either the Director's Suite or one of the Wellcome venues for two or more consecutive sessions.

A discount is offered for the hire of both Wellcome Wolfson venues for the same hire period.

The Science Museum operates a no-smoking policy.

All prices quoted here are exclusive of VAT.

The prices shown and facilities were correct at time of going to press. The Science Museum reserves the right to alter fees and terms of business at its discretion.

**Schedule 1: Appendix 4**

**Science Museum Hire Agreement SAMPLE**



LICENCE FOR THE HIRE OF ACCOMMODATION AND SUPPLY OF WINE

<b>NAME OF HIRER:</b>	XX
<b>ACCOMMODATION:</b>	XX
<b>DATE OF EVENT:</b>	XX

**THE PARTIES:**

- (1) **NMSI TRADING LIMITED** (Registered Company Number 2196149) whose registered office is at the Science Museum, Exhibition Road, London, SW7 2DD ("NMSI Trading")
- (2) **NAME OF HIRER** (Company Number XXXXXXXX) whose registered office is at (address) ("the Hirer")

**THE AGREED TERMS:**

**1. Interpretation**

- 1.1 In this Agreement the following expressions shall have the following meanings unless the context requires otherwise:

<b>"Access Routes"</b>	means the routes to the Accommodation mentioned in clause 5.5 below;
<b>"Accommodation"</b>	means :[name of venue, exhibition or gallery spaces];
<b>"Agreement"</b>	means this agreement and its schedule and any other documents referred to in this agreement;
<b>"Authorised Officer"</b>	means the Museum's Events Officer or other employee appointed by the Events Officer;
<b>"Case"</b>	means a case of twelve (12) bottles of wine;
<b>"Conditions"</b>	the standard Terms and Conditions relating to the use of



	accommodation in the Museum set out in the Schedule hereto;
"Event"	means ; [title of Event and date];
"Hire Charge"	means the sum of [£ ] plus V.A.T., which excludes the additional charges made under sub-Clause 3.1(b) below;
"Hire Period"	means from [18.00 to 00.00] on [date] 2009;
"List"	means the list of wines from which the Hirer can select the wines to be supplied to the Hirer by NMSI Trading. All wines specified on the List are subject to availability and if the wine is not available NMSI Trading shall notify the Hirer as soon as reasonably practicable and use its best endeavours to provide alternative wine of a similar type, cost and quality.
"Museum"	means the Science Museum at Exhibition Road, London, SW7 2DD;
"Planning Schedule"	means the pro forma event planning schedule an example of which is annexed hereto;
"Wine Deposit"	means the sum of XXXXXX;
"Wine Order"	means the Hirer's order of wine from the List provided by NMSI Trading. The Wine Order shall specify the types of wine that the Hirer wishes NMSI Trading to supply. The Wine Order shall be per Case and notified in writing to the Authorised Officer.

- 1.2 Any reference in this Agreement to any statute or statutory provision (including subordinate legislation) shall be construed as referring to that statute or statutory provision as the same may from time to time be amended, modified, re-enacted or replaced.

## 2. Licence

- 2.1 NMSI Trading grants the Hirer a licence to enter upon and use the Accommodation for the purpose only of the Event on the terms of this Agreement and subject to the Conditions.

- 2.2 The grant of the licence made in clause 2.1 above shall be conditional upon:

- (a) receipt by NMSI Trading of the Hire Charge pursuant to clause 4.2 below together with a copy of this Agreement duly signed on behalf of the Hirer;
- (b) receipt by NMSI Trading of the information required pursuant to clause 5.3 below; and
- (c) the Hirer fully and fairly representing the nature of the Event and the purpose for which the Accommodation is sought.

- 2.3 The licence granted in clause 2.1 above shall last for the Hire Period unless terminated earlier pursuant to clause 10 below.

## 3. Supply of Wine

- 3.1 NMSI Trading shall supply the Hirer with wine for consumption at the Event in accordance with this Clause 3.
- 3.2 NMSI Trading undertakes that:
- (a) it has obtained all of the necessary licences and consents to permit it to supply wine to the Hirer;
  - (b) the wine supplied by NMSI Trading shall, subject to availability, conform in all respects with the Wine Order.
- 3.3 No less than one (1) month in advance of the Event the Hirer shall provide NMSI Trading with:
- (a) an accurate estimate of the number of people attending the Event; and
  - (b) the Wine Order.
- 3.4 No less than fourteen (14) days in advance of the Event the Hirer shall confirm the final number of those attending the Event.
- 3.5 Following confirmation of the number of people attending the Event in accordance with Clause 3.4 NMSI Trading shall provide the Hirer with its estimate of the cost of the wine likely to be consumed at the Event based on the amount of people attending the Event and an average consumption of wine per person.
- 3.6 Within two weeks after the Event NMSI Trading shall submit an invoice detailing the total cost of wine supplied to the Hirer at the Event ("the Final Invoice"). The total cost of wine supplied to the Hirer at the Event will be based on the number of whole Cases supplied to the Hirer. Payment shall be in accordance with Clause 4.3

#### **4. Payments**

- 4.1 In consideration of the grant of the licence contained in clause 2 above the Hirer shall pay to NMSI Trading:
- (a) the Hire Charge payable in advance against NMSI Trading's invoice in accordance with clause 4.2 below;
  - (b) such sums as NMSI Trading invoices to the Hirer following the Event in respect of additional charges attributable to the Event.
- 4.2 The Hirer shall pay the Hire Charge (which shall be non-refundable except as set out in clauses 9 and 10.2 below) immediately upon receipt of NMSI Trading's invoice therefore and shall pay the Wine Deposit at the same time. All other sums shall be paid within thirty days of the invoice date together with any VAT due thereon (if applicable).
- 4.3 The Hirer shall pay any sums due under the Final Invoice within thirty (30) days of the invoice date together with any VAT due thereon (if applicable).

4.4 All payments due hereunder shall be made by cheque drawn in favour of the "Science Museum", and sent to the Events Office at the Science Museum, Exhibition Road, London, SW7 2DD.

4.5 Overdue sums shall carry interest at the rate of ■■■ above the Barclays Bank plc base rate from time to time in force from the due date until payment is received by NMSI Trading.

## **5. Hirer's undertakings**

The Hirer agrees and undertakes as follows:

- 5.1 that the Accommodation shall only be used for the purpose of the Event;
- 5.2 to comply with the Conditions and ensure that all persons attending the Event, and all staff and permitted sub-contractors of the Hirer comply (where relevant) with the terms and conditions of this Agreement including the Conditions;
- 5.3 no later than fourteen (14) clear working days prior to the Event to submit for NMSI Trading's approval (which shall not be unreasonably withheld):
  - (a) the Planning Schedule fully and accurately completed;
  - (b) a reasonably detailed description of and programme for the Event together with those matters (if any) which are to be brought to NMSI Trading's attention under paragraph 8 of the Schedule hereto;
  - (c) sample copies of any tickets, invitations or other written or printed material to be issued by the Hirer in connection with the Event and details of the means by which tickets or invitations are to be sold;
  - (d) a full list of VIPs due to attend the Event and (if required by the Authorised Officer) a full list of all those expected to attend the Event and specifying the capacity in which they shall be attending; and
  - (e) written details of any equipment, furniture or other items which it is proposed should be brought onto the Accommodation for the Event and of any vehicles, trailers or skips which may need to enter or remain on the Museum's premises or near them and the (approximate) times of their arrival and departure.
- 5.4 to comply with any modifications to the Planning Schedule which are required by NMSI Trading or the Authorised Officer.
- 5.5 only to use the Access Routes notified by the Authorised Officer and not to go on to adjoining parts of the Museum;
- 5.6 to obtain at its expense and comply with the terms of any necessary copyright, lending or rental right and performance right licences and produce copies of such licences to the Authorised Officer no later than ten (10) clear working days prior to the Event;
- 5.7 to give all necessary notices and obtain all necessary licences and consents at its expense required by statute or byelaw in respect of the use of the Accommodation for the purpose of the Event, comply with the terms of any such licences and consents and produce copies of such

licences and consents to the Authorised Officer no later than ten (10) clear working days prior to the Event;

- 5.8 not to interfere or cause disturbance to the occupants of the Museum nor cause any disturbance, annoyance or nuisance to any owner or occupiers of property adjoining or adjacent to the Museum or others in the vicinity of the Museum, and to observe and comply with any reasonable restrictions imposed by NMSI Trading;
- 5.9 to ensure that the presence of any persons attending the Event and any equipment or apparatus shall in no circumstances interfere in any way with the normal access or availability of the Museum to the public.

## **6. Indemnity and Insurance**

- 6.1 The Hirer shall indemnify and keep indemnified NMSI Trading against all claims, damages, liabilities, actions, costs, fees and expenses (including professional expenses) suffered or incurred by NMSI Trading as a result of the Event or arising out of the Hirer's and its employees' and sub-contractors' use of the Accommodation or out of any breaches by the Hirer of its obligations under this Agreement or resulting in any way from the conduct of any of the persons attending the Event but excluding any claims damages liabilities actions costs fees expenses arising out of the negligence of NMSI Trading.
- 6.2 The Hirer shall maintain insurance cover against loss or damage arising out of the hiring of the Accommodation for a total indemnity limit of no less than [REDACTED]

## **7. Liability of NMSI Trading**

Except in respect of death or personal injury caused by NMSI Trading's negligence or default, NMSI Trading excludes liability to the fullest extent permitted by law for loss or damage suffered by the Hirer or any person attending the Event or any other person involved directly or indirectly with the Event which arises out of the connection with the use of the Accommodation for the purposes of the Event.

## **8. Third Party Contractors**

- 8.1 The Hirer may not use any third party suppliers (e.g. caterers) in connection with the Event, without the prior written consent of NMSI Trading.
- 8.2 NMSI Trading will not consent to the use of a third party supplier who is not on NMSI Trading's panel of approved contractors at the time of the Event. (Details of approved contractors may be obtained from the Events Office at the Science Museum.)
- 8.3 If NMSI Trading consents to the Hirer using a third party supplier (a "Supplier") in connection with the Event:
  - (a) The Hirer will be fully responsible for the acts and omissions of the Supplier and will indemnify NMSI Trading and the Museum in respect of any loss, damage, cost or expense that they may

suffer or incur as a result of any act or omission on the part of the Supplier in connection with the Event.

- (b) (If requested to do so by NMSI Trading) the Hirer must no later than seven (7) working days prior to the Event submit a copy of the Supplier's public liability insurance policy together with details of any claims made against that policy in the previous 12 months to: S-Tech Insurance Services, 154-156 Victoria Road, Cambridge, CB4 3DZ, attention [REDACTED] (or such other person as NMSI Trading may indicate).
- (c) The Hirer shall procure that the Supplier promptly complies with any instructions or rules given to the Supplier by NMSI Trading in connection with the Event.

## **9. Force Majeure**

NMSI Trading shall not be liable for any delay in performance or breach of this Agreement or termination of the licence granted to the Hirer due to any event beyond NMSI Trading's control including (but not limited to) fire, flood, storm, strike, lockout, electrical failure, Act of God, explosion, war, act or threat or aftermath of terrorism and acts of governmental or parliamentary authority. If this Agreement is terminated by NMSI Trading in such circumstances, NMSI Trading shall (unless there has been a breach of any of the terms of this Agreement by the Hirer), return the amount paid for the use of the Accommodation but the Hirer and other persons attending the Event shall have no further claim whatsoever against NMSI Trading in respect of the cancellation of this Agreement.

## **10. Termination and Cancellation**

- 10.1 NMSI Trading shall be entitled to terminate this Agreement forthwith by notice in writing (without prejudice to its other remedies) if:
  - (a) the Hirer is in material breach of any of its obligations and has not (in the case of a breach which is capable of remedy) remedied the same within seven days (or such other time as is reasonable) of a notice from NMSI Trading requiring it to be remedied; or
  - (b) the Hirer ceases to trade or carry on business or is unable to pay its debts or becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound up for any reason.
- 10.2 The Hirer shall be entitled to cancel this Agreement by giving notice in writing to NMSI Trading. If the Hirer cancels this Agreement it shall pay the cancellation charges set out in paragraph 22 of the Conditions.

## **11. Entire Agreement**

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the Event. No amendment of this

Agreement shall be binding unless it is in writing signed by the duly authorised representatives of the parties.

**12. English Law**

This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts in relation to any dispute arising from or in relation to this Agreement.

**13. Assignment**

The Hirer may not assign its rights under this Agreement to any third party.

## **THE SCHEDULE**

### **Standard Terms and Conditions of NMSI Trading Limited relating to the hire of Accommodation ("the Conditions")**

1. In these Conditions terms shall bear the same meanings as in the Agreement to which these Conditions are scheduled unless the context requires otherwise.
2. The Hirer must fully and fairly represent in writing the purpose for which the Accommodation is required. If the Hirer misrepresents the Event to NMSI Trading NMSI Trading may terminate this Agreement by giving the Hirer written notice of termination within 14 days after becoming aware of the misrepresentation. In those circumstances the Hirer shall be obliged to pay a cancellation charge which shall be calculated in accordance with paragraph 22 of these Conditions.
3. The Hirer will ensure that the maximum number of people disclosed in the Planning Schedule is under no circumstances exceeded.
4. Neither the Event nor ticket sales may under any circumstances be advertised to the general public in any media without the prior approval in writing of the Authorised Officer. Tickets may not be offered for sale in the immediate vicinity of the Museum.
5. The Hirer shall comply with such requirements relating to the form, content, publication or distribution of any material relating to the Event as the Authorised Officer may (at his/her discretion) impose. The Hirer may not use any logos or any other intellectual property rights belonging to NMSI Trading or to the Museum without the prior written approval of the Authorised Officer.
6. The Hirer shall ensure that no person is solicited for money in relation to the Event, whether for a charitable or any other purpose, without the written consent of the Authorised Officer.
7. No alcohol may be brought into the Museum or the Accommodation by any person without the prior written consent of the Authorised Officer. The Hirer must specifically agree with the Authorised Officer and adhere to instructions with respect to the sale of alcohol at the Event and the precise type of entertainment to be provided. Any specified maximum volume or level of sound for music or other entertainment must be strictly adhered to.
8. The Hirer must at all times take every reasonable care to ensure the proper and careful use of the Museum and must draw the attention of the Authorised Officer to any fact which may constitute an unusual or special risk of whatever kind to the Accommodation. When in doubt as to whether any part of the planned Event may constitute an unusual or special risk, the Hirer must seek advice from the Authorised Officer. In most cases a damage deposit will be required and must be paid at least 30 days before the Event. The amount of the deposit will be at the discretion of the Authorised Officer.
9. The Hirer shall use the Accommodation and Access Routes so that it is at all times maintained in a clean, tidy and safe condition.

10. The Hirer shall ensure that none of its employees, contractors, or guests:
  - (a) fixes anything to the structure, or any of the contents, or in the grounds of the Museum; or
  - (b) marks, soils or damages the structure, contents, or grounds of the Museum; or
  - (c) paints or constructs (save by way of the erection of prefabricated components approved by the Authorised Officer) any object or structure inside the Museum; or
  - (d) damages or removes any of the exhibits, fittings or other contents of the Museum; or
  - (e) touches or tampers with any gas, electrical or water installations at the Museum without the Authorised Officer's consent.
11. The Hirer shall ensure that all internal and external exits, corridors and fire exit signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with. The Authorised Officer shall have the right to move any person or remove anything obstructing the exits and corridors.
12. No smoking is permitted anywhere in the Museum.
13. The Hirer shall comply with the Health and Safety at Work Act 1974. The Hirer will also be expected to comply with Museum safety requirements in operation at the time of the Event.
14. The Hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of the Museum, and that no appliance or apparatus is connected to the Museum's electrical system without the prior written consent of the Authorised Officer. The Authorised Officer may, at his/her sole discretion, require that any electrical equipment brought into the Museum shall not be used and, if he/she thinks fit, may require such equipment to be checked and/or removed from the Museum.
15. Preparations for the Event will not be permitted in any galleries open to the public before 6 pm unless approval has been given in writing by the Authorised Officer. The Authorised Officer will specify areas (and limits to such areas) in which preparation for Events by caterers or other specified staff may take place.
16. Guests attending Events in the public galleries will not be admitted before 6.30 pm unless approval has been given in writing by the Authorised Officer. The Authorised Officer will give instructions as to whether re-admission is to be permitted and whether there will be a time after which admission or re-admission will not be permitted.
17. The time given by the Authorised Officer at which the Event must finish must be strictly adhered to; all guests must have left the Museum premises by that time. Bars must stop serving 30 minutes before the time the Event is due to end and any music or other entertainment must stop 20 minutes before the Event is to end.
18. NMSI Trading will not accept any responsibility for any loss of or damage to any items or articles brought to the Museum by the Hirer, its employees, contractors or guests or for any item or articles left at the Museum following the conclusion of the Event. NMSI Trading shall have the right to remove and discard anything left in the Museum after the Hire Period has ended. If anything appears to the Authorised



Officer to be an article of value he/she may, if he/she thinks fit, store such article. NMSI Trading accepts no liability for the safe keeping of such stored articles which are stored at the Hirer's sole risk.

19. The Hirer shall, not later than the end of the Hire Period:
- (a) remove from the Museum anything which has been brought into the Museum (other than things brought into the Museum by NMSI Trading) for the purposes of or in connection with the Event;
  - (b) bring any damage to the Authorised Officer's attention.

If, in the opinion of the Authorised Officer, the Hirer has failed to comply with the above requirements NMSI Trading may, at the Hirer's expense, do all that is necessary to comply with the said requirements.

20. The Hirer shall comply with any instructions from the Authorised Officer and, while functions are in progress, from any member of the uniformed warding staff. The senior member of the uniformed warding staff on duty will assume full control and responsibility for procedures, including where appropriate evacuation procedures in the event of his perception that any security matter, including bomb, fire or the behaviour of those attending Events, warrants such control and implementation of procedure.
21. The Authorised Officer may enter any part of the Accommodation at any time during the Hire Period. The Authorised Officer may terminate the Event at any time if he/she believes that the behaviour of the Hirer or the Hirer's guests/caterers is inappropriate or if the Museum's contents/structure is at any risk of damage.
22. If the Hirer cancels this Agreement the Hirer shall pay NMSI Trading a cancellation charge which shall be calculated as set out below:
- (a) cancellation within the period of 1-30 days prior to the Event: 100% of the Hire Charge;
  - (b) cancellation within the period of 31-60 days prior to the Event: 75% of the Hire Charge;
  - (c) cancellation 61 days or more prior to the Event: 50% of the Hire Charge.

**NMSI TRADING**

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**Signed for and on behalf of NMSI Trading Limited**

Print Name:.....

Date ..... 2009

**THE HIRER**

.....

**Signed for and on behalf of Name of Hirer**

Print Name:.....

Date ..... 2009

SCHEDULE 4:      DEBRIEF REPORT **SAMPLE**

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[REDACTED]

[REDACTED]

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