



SCMG ENTERPRISES LIMITED

- and -

STATOIL (U.K.) LIMITED

- and -

THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM

SPONSORSHIP AGREEMENT

relating to the sponsorship of the planned Interactive Gallery

THIS AGREEMENT is made the [REDACTED]

BETWEEN

- (1) **SCMG ENTERPRISES LIMITED**, a company registered under the laws of England and Wales (company no. 2196149) whose registered office is at Science Museum, Exhibition Road, London, SW7 2DD ("**SCMG**");
- (2) **STATOIL (U.K.) LIMITED** a company registered under the laws of England and Wales (company no. 01285743) whose registered office is at One Kingdom Street, London, W2 6BD ("**the Sponsor**"); and
- (3) **THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM** of Exhibition Road, London, SW7 2DD ("**Trustees**").

WHEREAS

- (A) The Science Museum is a leading UK national museum.
- (B) SCMG is a company wholly owned by the Trustees, incorporated for the purposes (inter alia) of carrying on trading activities and raising funds for and on behalf of the Trustees for the benefit of the Science Museum.
- (C) SCMG and the Trustees are planning to build a new interactive gallery at the Science Museum, to be known as 'Wonderlab: The Statoil Gallery' as agreed by both Parties and for the purposes of this Agreement further defined below as "the Gallery".
- (D) The Sponsor wishes to sponsor the Gallery on the terms of this Agreement (and SCMG and the Trustees are willing to agree to this).


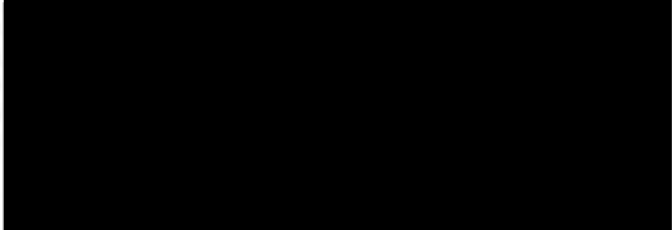
NOW IT IS HEREBY AGREED as follows

1. **Definitions**

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

"Agreement"	means this agreement including any and all Schedules and any other documents expressly incorporated by reference in it or as otherwise agreed by the parties in writing as forming part of this Agreement;
"Alternative Benefits"	means the benefits set out in Schedule 3;
"Associated Activity"	means any activity or activities that SCMG and/or the Trustees may choose to create and develop around the Gallery to support the aims of the Gallery and to support the Sponsorship Benefits;
"Auditor"	means an independent financial body to be instructed and paid for by the Parties, to determine the value of the undelivered Sponsorship Benefits either in whole or in part;

"Business Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in London for the transaction of general business;
"Category Sector"	means oil and gas production, exploration, trading, distribution and sales sector [REDACTED]
"Commencement Date"	means the date of signature of this Agreement by all Parties;
"Core Period"	means the period between the Gallery Opening Date and the Expiry Date;
"Designated Space"	means an area within the Science Museum as designated by SCMG and which may be made available for corporate entertaining as part of the Sponsorship Benefits. A full list of spaces can be found at www.sciencemuseum.org.uk/ ;
"Designations"	means the titles attributable to the Sponsor as set out in Schedule 4;
"Expiry Date"	means the [REDACTED]
[REDACTED]	[REDACTED]
"Funder Lock up"	means how the Museum Mark and the Sponsor Mark (and all other funder marks) will appear together as agreed by SCMG and the Sponsor. This is expected to be a final form, with all of its elements locked in their relative positions. For the sake of maintaining consistency in all mediums, the Funder Lock Up should not be taken apart or altered in any way;
"Force Majeure Event"	means any event that affects the performance by any one of the Parties of its obligations and arises from an act or event beyond the reasonable control of that Party, including: <ul style="list-style-type: none"> (a) fire, flood, earthquake, storm, power failures, elements of nature or act of God; (b) war, riot, civil disorder, acts of terrorism, explosion, rebellion or revolution; or (c) act of regulatory authority or local or national government;

"Gallery"	means the Gallery that the Trustees and SCMG plan to develop on the third floor of the Science Museum, to be named 'Wonderlab: The Statoil Gallery', or as otherwise agreed by both Parties;
"Gallery Material"	means materials or literature produced for the advertisement or promotion of the Gallery by or for SCMG and/or the Trustees, including any website(s) or social media sites developed in connection with the Gallery;
"Gallery Opening Date"	means the date on which the Gallery officially opens to the public, which at the Commencement Date is planned to be October 2016 or such other date as agreed between the Parties;
"Hire Agreement"	means the standard terms of hire set out in Schedule 7, and as amended from time to time;
"Lates"	means the event hosted by the Science Museum during the evening of the last Wednesday of each month with the exception of December. SCM aims to host up to 11 (eleven) Lates events per year. The event is exclusively for audiences aged 18 and over;
	
"Laws"	means the national and local laws of England and Wales in place from time to time whether by way of statute, regulation, bye-law or other valid and enacted primary or secondary national or local legislation;
"Mark"	means the Museum Mark or the Sponsor Mark and where referred to in the plural, both of these Marks collectively;
"Museum Mark"	means the current names, logos and trademarks belonging to SCMG and/or the Trustees which are set out in Schedule 5 (and which may be in colour and/or black and white) and any derivations of the same and any other marks (and/or any versions of the same) as may be notified to the Sponsor by SCMG for use in accordance with this Agreement from time to time during the Term;
"Notice"	means any formal notice as required by this Agreement;
"Party"	means each of SCMG, the Trustees and Sponsor and the term 'Parties' shall be construed accordingly;

"Payments Schedule"	means an up to date financial record to be maintained by SCMG of all Sponsorship Fees paid to SCMG which are accounted for and either spent or committed;
"Science Museum"	means the museum known as the "Science Museum" which is located at Exhibition Road, London, SW7 2DD, United Kingdom;
"Science Museum Website"	means www.sciencemuseum.org.uk and each successor website operated by SCMG and/or the Trustees;
"SCMG Content"	means images, text, audio and/or audio visual content, computer software, screen displays, interactives or similar items or material created by or on behalf of SCMG for the purposes of display within the Gallery or as part of the Associated Activities or any materials or content contained in the Gallery (or a version of it);
"SCMG Group"	means the Science Museum, National Railway Museum, National Media Museum and/ or Museum of Science and Industry;
"SCMG Representative"	means [REDACTED] or such other person(s) with equivalent responsibility and authority as SCMG may notify to the Sponsor from time to time in writing;
"Sponsorship Benefits"	means the rights to be provided by SCMG to the Sponsor as set out in Schedule 1;
"Sponsorship Fee"	means the sum of [REDACTED] plus VAT payable in accordance with clause 4;
"Sponsor Mark"	means the current names, logos and trade marks belonging to the Sponsor which are set out in Schedule 6 (and which may be in colour and/or black and white) and any derivations of the same and any other marks (and/or any versions of the same) as may be notified to SCMG for use in accordance with this Agreement from time to time during the Term;
"Sponsor Promotional Materials"	means all products, services, communications (including letters, circulars, notices, press releases and statements), publicity or promotional or advertising activity of the Sponsor relating to the Sponsor's sponsorship of the Gallery;
"Sponsor Representative"	means [REDACTED] or such other person(s) with equivalent responsibility and authority as the Sponsor may notify to SCMG from time to time in writing;

"Term"	means the period from the Commencement Date until the Expiry Date
"Title Rights"	means the right for the Sponsor to have its name included in the title of the new Gallery, which shall be known as 'Wonderlab: The Statoil Gallery' as agreed by the Parties. SCMG guarantees to refer to the Gallery as referenced in Schedule 10 as agreed by both Parties. The Sponsor acknowledges that SCMG cannot control how the Gallery will be referred to by third parties.
"URENCO Limited"	means a company registered under the laws of England and Wales (company no. 01022786) whose registered office is at URENCO Court, Sefton Park, Bells Hill, Stoke Poges, Buckinghamshire, SL2 4JS.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words expressed in the singular shall where the context so requires or permits include the plural and vice versa;
- (b) references to any clause, sub-clause or Schedule are references to the clauses, sub-clauses and Schedules of this Agreement;
- (c) clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- (d) 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;
- (e) any reference to "persons" includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trusts (in each case whether or not having separate legal personality);
- (f) any phrase in this Agreement introduced by the term "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; and
- (g) the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.

2. Duration

2.1 This Agreement shall commence on the Commencement Date and shall, subject to earlier termination under clause 12, remain in force for the Term.

2.2 SCMG and the Sponsor shall

3. [REDACTED]
- 3.1 Both SCMG and the Trustees undertake that [REDACTED]
[REDACTED] Nothing shall prevent SCMG and/or the Trustees from appointing a third party as a sponsor of the Gallery [REDACTED]
[REDACTED]
- 3.2 Both SCMG and the Trustees undertake that during the Term [REDACTED]
[REDACTED]
- 3.3 The Sponsor duly acknowledges at time of signature that the Gallery will also be supported by URENCO Limited, manufacturers of enriched uranium, and that nothing in this Agreement shall be construed in a way that would cut across this support. [REDACTED]
[REDACTED]
- 3.4 Both SCMG and the Trustees undertake that the [REDACTED]
[REDACTED] SCMG and the Trustees retain the right to grant other Gallery sponsors accreditation rights [REDACTED]
[REDACTED]
- 3.5 The Sponsor acknowledges that nothing in this Agreement shall prevent or restrict SCMG and/or Trustees:
- 3.5.1 Seeking and receiving donations to the Trustees or Science Museum from any third party; or
 - 3.5.2 Seeking and receiving sponsorship funding from any third party in conjunction with any gallery, exhibition or project that SCMG or the Trustees may stage at the Science Museum during the Term, outside of the Gallery; or
 - 3.5.3 Offering tours of, and making hospitality facilities available (through corporate hire) at the Science Museum, for the benefit of third parties.

4. **Financial Provisions**

- 4.1 In consideration of the Sponsorship Benefits granted to it under this Agreement, the Sponsor shall pay the Sponsorship Fee in the following instalments:

- 4.2 The sums payable under this Agreement are exclusive of any applicable VAT which shall be paid by the Sponsor in addition in the manner from time to time prescribed by law.

- 4.3 SCMG shall issue a VAT invoice for each instalment of the Sponsorship Fee [REDACTED] unless otherwise agreed by the Parties, and the Sponsor shall settle each invoice by no later than the relevant deadline for each instalment stated in clause 4.1. All payments due under this Agreement shall be made by electronic transfer to the bank account for the time being of SCMG or by any other method of payment set out on that invoice or as agreed between SCMG and the Sponsor.
- 4.4 Without prejudice to its other remedies under this Agreement, SCMG shall in the event of non or late payment of the Sponsorship Fee (or part of it) be entitled (but not obliged):
- 4.4.1 to charge the Sponsor interest on the overdue amount, payable by the Sponsor immediately on demand from the due date up to the actual date of payment or delivery (as the case may be) at the rate of three per cent (3%) above the base rate for the time being of Barclays Bank plc;
- 4.4.2 to suspend performance of its obligations under this Agreement;
- in each case until the Sponsorship Fee is paid in full.
- 4.5 All sums due to SCMG under this Agreement shall be made in full, free of any withholding, deduction, set-off or counterclaim.
5. **The Sponsor's Obligations**
- 5.1 The Sponsor undertakes that it shall use its reasonable endeavours to market and promote the Gallery to the Sponsor's clients, UK staff and to the general public.
- 5.2 The Sponsor shall take reasonable care not at any time during the Term to make any statement or issue any publicity or otherwise be involved in any conduct or matter which may reasonably be foreseen as discrediting or damaging the goodwill or reputation of SCMG, the Trustees, the Gallery or the Science Museum.
- 5.3 In the event of the Sponsor changing the Sponsor Mark during the Term, the Sponsor undertakes to meet the reasonable costs and expenses of SCMG arising from any consequential changes to the Gallery or Gallery Material.
- 5.4 The Sponsor shall not exercise the Sponsorship Benefits (and rights granted therein) other than in accordance with the terms of this Agreement and it shall not, without the prior written consent of SCMG (not to be unreasonably withheld or delayed), engage in any commercial exploitation outside of the Sponsorship Benefits, save as expressly provided for in this Agreement.
- 5.5 The Sponsor shall give SCMG a period of typically [REDACTED] Business Days [REDACTED] Business Days for approval of any Sponsor Promotional Materials that concern the Gallery, the Trustees or the Science Museum. The Sponsor acknowledges that in order to maximise on commercial and promotional opportunities shorter sign off times will be required. SCMG and the Sponsor agree to keep sign off times to a minimum wherever possible.
6. **SCMG Obligations**
- 6.1 SCMG undertakes that during the Term it shall use its reasonable endeavours to market and promote the Gallery to all Science Museum visitors, clients and staff, and to the general public.
- 6.2 SCMG will deliver the Sponsorship Benefits set out in Schedule 1.

- 6.3 SCMG shall use reasonable endeavours to organise, promote, manage, maintain and deliver the content of the Gallery and all Associated Activities, effectively and efficiently and shall use such due care, skill and attention in such organisation, promotion, management, maintenance and delivery as might be reasonably expected of any museum in the context of projects similar in scope and scale to the Gallery previously developed at the Science Museum.
- 6.4 SCMG shall appoint an SCMG Representative as the main point of contact in relation to this Agreement. SCMG shall procure that the SCMG Representative shall keep the Sponsor Representative informed as to the progress of the Gallery and its public display.
- 6.5 SCMG, the Trustees, and each of them shall take reasonable care not at any time during the Term to make any statement or issue any publicity or otherwise be involved in any conduct or matter that may reasonably be foreseen as discrediting or damaging the goodwill or reputation of the Sponsor.

7. **General**

- 7.1 The Sponsor expressly acknowledges and agrees that ultimate control in and ownership of all elements of the Gallery (including the Associated Activities) will be with SCMG and/or the Trustees. This includes SCMG and/or the Trustees retaining full editorial control over the research, development, design, content and delivery of the Gallery and the Gallery Material and all merchandise (if any) associated with, and programme of events at, the Gallery, the Associated Activities and/or the Science Museum.
- 7.2 The Sponsor shall not reproduce or use any SCMG Content without the express prior written consent of SCMG (not to be unreasonably withheld or delayed). The Sponsor shall give SCMG a period of at least [REDACTED] Business Days for the approval of any Sponsor Promotional Materials that concern the Gallery, the Trustees or the Science Museum.
- 7.3 SCMG and the Trustees reserve the right without restriction to use SCMG Content for the purposes of the Gallery and the Associated Activities and for purposes unrelated to this Agreement, without recognition of the Sponsor.
- 7.4 The Sponsor acknowledges that as an arm's length government body, SCMG's procurement policy requires and ensures that SCMG demonstrate best value by advertising opportunities for all suppliers to be able to bid in a fair and open process. SCMG can also access national buying framework agreements via the Crown Commercial Service or LUPC. If SCMG are not accessing a framework then its tenders are all advertised on www.mytenders.org and SCMG would urge a representative from the Sponsor to keep track of all new tenders in this way.

8. **Consultation and Approval**

- 8.1 Subject to clause 8.2, SCMG and the Trustees shall not refer to the Sponsor in any respect and the Sponsor shall not refer to SCMG or the Trustees in any respect, and nor shall either Party use the other Party's Marks in all cases, without first consulting with and obtaining approval from that other Party (as the case may be) as set out in clause 8.2.
- 8.2 On each occasion a period of [REDACTED] Business Days will be given to the other Party for approval of any material bearing that Party's Mark. Such approval shall not be required:
- 8.2.1 in relation to SCMG or the Trustees exercising the Title Rights;

8.2.2 in relation to verbal references by one Party to another, or in relation to the reference by SCMG or the Trustees to the Sponsor in such Party's annual review, internal reporting documentation, or marketing material provided that such references shall be made in good faith and not include any material that could reasonably be foreseen to damage the reputation of the Party being referred to; or

8.2.3 if the proposed use conforms substantially to a sample or template previously approved or an approved policy or guidelines for use.

9. Alternative Benefits

9.1 In the event that:

9.1.1 the development of the Gallery is cancelled by SCMG or the Trustees at any time during the Term for any reason whatsoever; or

9.1.2 the Gallery Opening Date is delayed by [REDACTED] or

9.1.3 SCMG is unable materially to deliver the Sponsorship Benefits (or any of them).

SCMG shall be obliged to provide equivalent Alternative Benefits to the value of the undelivered Sponsorship Benefits. The Parties shall meet in good faith within [REDACTED] Business Days to discuss possible Alternative Benefits. Where there is disagreement, the Parties shall jointly appoint an independent Auditor to review the Payments Schedule and determine the value of the undelivered Sponsorship Benefits.

9.2 The Agreement shall continue to apply mutatis mutandis to the Alternative Benefits agreed as if such Alternative Benefits were Sponsorship Benefits.

10. Intellectual Property

10.1 The Sponsor grants a non-exclusive, royalty-free licence for SCMG and/or the Trustees to use the Sponsor Mark to deliver the Sponsorship Benefits, on the Gallery Materials and otherwise in connection with the Gallery and Associated Activities and to make incidental uses of the Sponsor Mark as part of summaries of exhibitions or projects hosted at the Science Museum, including in the Science Museum annual review during and after the Term, in accordance with this Agreement, provided that each item of the Gallery Material bearing the Sponsor Mark and each use of the Sponsor Mark in connection with the Gallery or Associated Activities is submitted to and approved by the Sponsor in accordance with clause 8 above. SCMG shall comply with any written guidelines or terms and conditions provided for use of the Sponsor Mark provided by the Sponsor.

10.2 SCMG and the Trustees will cease to use and remove all existing uses of the Sponsor Mark in the Gallery and on Gallery Materials on receiving three [REDACTED] written notice to do so.

10.3 SCMG and the Trustees grant to the Sponsor a non-transferable, non-exclusive, royalty-free licence to use the Museum Mark on the Sponsor Promotional Materials during the Term in accordance with the terms of this Agreement. Each item of the Sponsor Promotional Material must be submitted and approved by SCMG in accordance with clause 8. The Sponsor shall comply with any written guidelines or terms and conditions provided for use of the Museum Mark provided by SCMG and/or the Trustees.

- 10.4 In using the other Party's Mark, each of SCMG and the Sponsor agree that it shall:
- 10.4.1 during the Term, not adopt, use or register any trade mark or symbol, emblem, logo, or designation which includes or is confusingly similar to or is a simulation or colourable imitation of the other Party's Mark (and in the case of the Sponsor the Designations);
 - 10.4.2 take reasonable care not to use the other Party's Mark in a manner that is detrimental to the goodwill or reputation of those Marks or which is prejudicial to the good name or image of SCMG, the Trustees or the Science Museum or the Sponsor (as applicable); and
 - 10.4.3 take reasonable care not to do anything which might reasonably be expected to undermine the validity or registerability of the other Party's Mark as a registered trademark.
- 10.5 All rights, title or interest in the Museum Mark shall be owned exclusively by SCMG and/or the Trustees, and the Sponsor shall be entitled to use the Museum Mark only as set out in this Agreement. All rights, title or interest in the Sponsor Mark shall be owned exclusively by the Sponsor, and SCMG and the Trustees shall only use the Sponsor Mark as set out in this Agreement.
- 10.6 All copyright and any other intellectual property rights of any nature whatsoever which are created by SCMG or the Trustees in connection with the Gallery, Gallery Material or materials relating to the Associated Activities, or generated from the research, development, design, content and delivery of the Sponsorship Benefits, and in each case including any merchandising, products or services created in relation thereto shall be the property of SCMG or the Trustees (or their relevant third party licensors) as appropriate.
- 10.7 All copyright and other intellectual property rights of any nature whatsoever which are created by the Sponsor in connection with sponsorship of the Gallery shall be the property of the Sponsor.
- 10.8 Both SCMG and the Sponsor warrant that they are not aware that the use by the other Party of the Marks in accordance with this Agreement will infringe the intellectual property rights of any third party.
- 10.9 Any goodwill that accrues from the Sponsor's use of the Museum Mark shall belong to SCMG and/or the Trustees and any goodwill that accrues from SCMG's and/or the Trustees' use of the Sponsor Mark shall belong to the Sponsor, and each Party agrees to execute any documents at the other Party's reasonable expense which the other Party may reasonably require to vest the same in the other Party.

11. **Warranties, Insurance and Indemnity**

- 11.1 Each Party warrants and represents to the other two Parties that:
- 11.1.1 it has the right to enter into this Agreement;
 - 11.1.2 this Agreement has been validly executed by a duly authorised representative, and once executed, will impose valid and binding legal obligations upon it;
 - 11.1.3 it has all necessary rights, authority, permission and licences to grant the rights it has purported to grant to the other Party under this Agreement;

- 11.1.4 it will not act in a manner that constitutes a breach of applicable laws, regulations, codes and that it will comply with its obligations under the Data Protection Act; and
- 11.1.5 it will comply with sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010. Each Party shall ensure it has adequate procedures in place governing anti-bribery and warrants that it will not induce or improperly reward any third party, including any sub-contractor or foreign public official, to act improperly. For the purpose of this clause to act improperly and the meaning of an associated person and adequate procedures shall be interpreted and assessed in accordance with the Bribery Act 2010.
- 11.2 The Trustees, SCMG and the Sponsor shall not be liable to each other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the liable Party was advised in advance of the possibility of such loss or damage, for:
- 11.2.1 any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with this Agreement or any part of it: loss of profit, loss of revenue, loss of opportunity, loss of business, loss from business interruption, loss of contracts, goodwill, loss of data or destruction of data or loss from expenditure of time by managers and employees; or
- 11.2.2 any indirect or consequential loss or damage whatsoever.
- 11.3 Subject to clauses 11.4, 11.5, anything to the contrary contained in Schedule 7 Hire Agreement relating to the hireage by the Sponsor of any Designated Space and any obligation on the Sponsor to pay Sponsorship Fees in accordance with this Agreement, the total aggregate liability of any Party in respect of any loss or damage of any kind arising from any one incident or a series of connected incidents in any twelve month period is limited to [REDACTED]
- 11.4 Notwithstanding clause 11.3, each of SCMG and the Sponsor (the "Indemnifying Party") undertake to indemnify the other (the "Indemnified Party") and their respective officers, employees and agents against all claims, losses, costs, proceedings, liabilities and expenses (including reasonable legal expenses) suffered or incurred by the other Party up to a limit of [REDACTED] for any one incident or a series of connected incidents in any twelve month period arising from any claim that the use of the Indemnifying Party's Marks by the Indemnified Party in accordance with this Agreement is an infringement of the rights of any third party, provided that:
- 11.4.1 the Indemnified Party shall promptly and fully inform the Indemnifying Party in writing of any actual or threatened claim of which comes to its attention;
- 11.4.2 the Indemnifying Party shall be entitled to assume sole control of the defence or settlement of any such claim; and the Indemnified Party shall make no admission which might be prejudicial to such defence or settlement; and
- 11.4.3 the Indemnified Party shall provide reasonable information and assistance to the Indemnifying Party (at the Indemnifying Party's reasonable expense) with the defence of the claim.
- 11.5 Nothing in this Agreement is intended and nor shall it be construed as an attempt by any Party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable Law, including liability for death or personal injury caused by negligence or for fraud.

- 11.6 Each of SCMG and the Sponsor shall take out and maintain comprehensive public and products liability insurance and provide a copy to the other Party (including a copy of any renewal certificate if applicable) upon request. Such insurance shall have an indemnity limit of not less than [REDACTED] for each occurrence on a worldwide basis.
12. **Termination**
- 12.1 Either of SCMG and/or the Trustees or the Sponsor may terminate this Agreement immediately upon written notice to the other Parties without prejudice to the rights and benefits of any of the Parties if:
- 12.1.1 one of the other Parties is in material or persistent breach of this Agreement and has not (in the case of remediable breach) remedied the same within [REDACTED] days of written notice requiring the same to be remedied; or
- 12.1.2 one of the other Parties is unable to pay its debts or enters into compulsory or voluntary liquidation (unless solely for the purposes of amalgamation or reconstruction when solvent) or compounds with or convenes a meeting of its creditors or has a receiver, manager, administrator or administrative receiver appointed of its assets or ceases for any reason to carry on business.
- 12.2 If agreement cannot be reached under clause 9.1 within six [REDACTED] of the matter being referred to the Auditor, a Party may terminate the Agreement immediately upon written notice to the other Parties.
- 12.3 [REDACTED]
[REDACTED] Where the parties are unable to reach agreement on the value of the undelivered Sponsorship Benefits, they shall jointly appoint an independent Auditor to determine the value. [REDACTED]
[REDACTED]
- 12.4 Upon expiry or termination of this Agreement for whatever reason all Parties shall:
- 12.4.1 as soon as reasonably practicable (and in any event within a timeframe to be agreed by the other Party) cease to use the Museum Marks and any Gallery Materials (in the case of the Sponsor) or the Sponsor Mark or Sponsor Promotional Materials (in the case of SCMG and the Trustees);
- 12.4.2 upon request promptly return all of the property of the other Party within its possession and return or destroy any of the other Party's materials, data or confidential information belonging to that other Party and provide a certificate or other authorisation of destruction, as the case may be; and
- 12.4.3 without prejudice to the provisions of clause 3.4 and 10.1 not use or exploit its previous connection with the other Party whether directly or indirectly.
- 12.5 In the event that SCMG or the Trustees terminate this Agreement in accordance with clause 12.1 the Parties acknowledge that the Sponsor's Title Rights shall come to an end.
- 12.6 Termination for any reason or expiry of this Agreement shall not affect the rights and obligations of the Parties accrued prior to termination or expiry.

12.7 Subject always to receiving the Party's duties of confidentiality pursuant to clause 18, clause 12.4.2 shall not apply to:

- i) confidential information that is required to be retained by a Party by law, including by stock exchange regulations or by government order, decree, regulation or rule;
- ii) confidential information which has been automatically backed-up on the computer systems of the receiving Party or its representatives. To the extent that such computer back-up procedures create copies of the confidential information, the receiving Party and / or its representatives, as appropriate, may retain such copies for the period they normally archive backed-up computer records;
- iii) any data, including corporate documents of the receiving Party which contain data derived from the confidential information which is contained or reflected in material presented to its or any of its affiliates' executive board(s) (or the equivalent thereof).

13. **Entire Agreement**

13.1 This Agreement represents the entire agreement of the Parties in relation to the Sponsor's sponsorship of the Gallery and supersedes all previous arrangements and understanding between the Parties in relation to the same, but nothing in this clause shall operate to exclude or limit liability for fraudulent misrepresentation.

13.2 This Agreement may not be varied or modified in any way unless in writing signed by or on behalf of each Party.

13.3 In the event and to the extent of any conflict between the main body of this Agreement and any of the Schedules (save for in respect of corporate hireage where Schedule 7 shall prevail) the main body of this Agreement shall prevail.

14. **Assignment**

14.1 Subject to clause 14.2, no rights or obligations under this Agreement may be assigned by any Party to any third party without the express prior written consent of all other Parties.

14.2 SCMG shall be entitled to assign or novate the benefit this Agreement to the Trustees or, on a reorganisation of the role of SCMG, to any other trading company owned or controlled by the Trustees, provided it notifies the Sponsor of any such assignment or reorganisation.

15. **Waiver and Severance**

15.1 Failure or neglect by any Party to enforce at any time any of their rights at law or any of the provisions of this Agreement shall not be construed nor shall it be deemed to be a waiver of such Party's rights under this Agreement or at law nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Parties' rights to take subsequent action.

15.2 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 and the Parties shall use all reasonable endeavours to agree a replacement term to any severed term which substantially gives effect to the intentions of the Parties to the fullest extent permitted by law.

16. **Notices**

16.1 Save if otherwise provided in this Agreement, any notices required or permitted to be given or delivered under this Agreement must be in writing and shall exclusively be sent by one of the following methods:

- (a) by hand to the other Party; or
- (b) by registered delivery to the other Party.

16.2 Any notice given under clause 16.1 shall be deemed to have been received:

- (a) if delivered by hand, on the day served (or where that day is not a Business Day or delivery is made after 17:00 local time, the next Business Day);
- (b) if delivered by registered delivery, on the date by which delivery is guaranteed in the terms of the registered delivery (or where that date is not a Business Day or delivery is made after 17:00 local time, the next Business Day); and
- (c) in each case, provided that no notification is received by the sender that the letter was not delivered.

16.3 Until notified to the contrary, notices in accordance with this clause 16 shall be sent to:

Sponsor Details:	SCMG and Museum Details:
<div>[REDACTED]</div> <div>Statoil UK Ltd One Kingdom Street London, W2 6BD</div>	<div>[REDACTED]</div> <div>Science Museum Exhibition Road London, SW7 2DD</div>
<div>Mandatory CCs:</div> <div>[REDACTED]</div> <div>Statoil UK Ltd One Kingdom Street London, W2 6BD</div> <div>[REDACTED]</div> <div>Statoil ASA PO BOX 3 Fornebu Oslo Norway</div>	<div>Mandatory CC:</div> <div>[REDACTED]</div> <div>Science Museum Group Exhibition Road London, SW7 2DD</div>

16.4 For the avoidance of doubt, notices may not be served by email.

17. **No Partnership**

In relation to this Agreement, no Party shall in any way represent itself as being any other Party, or an agent, partner, employee or representative of any other Party and shall not hold itself out as having any power or authority to incur any obligation of any nature whether express or implied on any other Party's behalf.

18. **Confidentiality**

- 18.1 Each Party agrees to maintain secret and confidential (i) the terms of this Agreement and (ii) any confidential information of or about any other Party obtained pursuant to this Agreement or otherwise prior to it and in contemplation of it. Each Party further agrees to use such information only for the purposes of this Agreement and shall not disclose such information about any other Party or the terms of this Agreement to any third party without the express prior written permission of the Party to which that information relates.
- 18.2 The obligations of confidentiality set out in this clause 18 shall not apply to any information which:
- 18.2.1 is in the public domain otherwise than through an unauthorised disclosure by a Party;
 - 18.2.2 was legitimately in the possession of and lawfully known by a Party prior to disclosure by another Party and is at its free disposal;
 - 18.2.3 is subsequently disclosed to the recipient Party without any obligations of confidence by a third party who has not derived it directly or indirectly from either of the other; or
 - 18.2.4 the disclosure of which is required by law or by an order of a court of competent jurisdiction.
- 18.3 For the purposes of this clause 18.3, the Sponsor acknowledges that SCMG and the Trustees 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. SCMG and the Trustees will endeavour to consult with the Sponsor prior to making any disclosures pursuant to the FOIA and the EIRs and will take into account any representations made by the Sponsor in respect of relying on any of the exemptions contained within the FOIA and the EIRs.
- 18.4 Each Party agrees to transmit and make available any confidential information received by it only to those of its employees, agents and contractors who need to have such confidential information for purposes related to the exercise of rights or performance of obligations under this Agreement. Each Party shall advise such employees, agents and contractors of the nature of the confidential information and warrants that such employees will comply with the terms set out in this Agreement.
- 18.5 The confidentiality obligations of all Parties under this clause 18 shall survive the expiry or termination of this Agreement for whatever reason.

19. **Dispute Resolution**

Any dispute arising under this Agreement shall be settled as follows:

19.1 **Internal Mediation**

Subject to clause 19.3 below, any dispute which may arise between the Parties concerning this Agreement shall be determined in the first instance as follows:

- 19.1.1 Stage 1: by negotiation between the SCMG Representative and the Sponsor Representative;

19.1.2 Stage 2: if the negotiation at sub-clause 19.1.1 fails, by negotiation between the [REDACTED] on behalf of the Trustees, the [REDACTED] on behalf of SCMG, and GSB VP Communication on behalf the Sponsor; and

19.1.3 Stage 3: if the negotiation at sub-clause 19.1.2 fails, the dispute shall be finally settled by mediation in accordance with clause 19.2.

Only if the dispute or difference cannot be settled within ten (10) Business 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.

19.2 External Mediation

Subject to clauses 19.1 and 19.3, all disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by external mediation, to take place in England. The Parties shall agree in good faith the identity of the external mediator and jointly appoint the external mediator. Should the Parties be unable to agree upon the identity of an external mediator within thirty (30) days of the dispute reaching Stage 3 (as specified in clause 19.1.3), or either Party fails to participate in the external mediation process, the dispute shall finally be resolved by the Courts of England and Wales.

19.3 Injunctive Relief

Clauses 19.1 and 19.2 shall be without prejudice to the rights of termination stated in clause 12 and in addition shall not prevent any Party from applying for injunctive relief in the case of:

19.3.1 breach or threatened breach of confidentiality;

19.3.2 infringement or threatened infringement of any of the Party's intellectual property rights; or

19.3.3 infringement or threatened infringement of the intellectual property rights of a third party, where such infringement could expose SCMG, the Trustees or the Sponsor to liability.

20. Force Majeure

20.1 No Party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of a Force Majeure Event.

20.2 Each Party shall give notice as soon as practicable to the other upon becoming aware of a Force Majeure Event which prevents that Party from performing its obligations under this Agreement, the likely duration of such event and of its cessation. The time for performance of any obligation prevented or delayed by a Force Majeure Event (including the Gallery Opening Date) shall be extended by the period for which such Force Majeure Event continues to prevent or delay performance.

- 20.3 If either Party gives to the other such notice as is referred to in clause 20.2, the Parties shall attempt (so far as reasonably within their power) to mitigate the effect of the matters referred to in such notice and, in particular, shall endeavour to agree a solution to the consequences of the matters constituting a Force Majeure Event. Each Party shall in addition use their reasonable endeavours to minimise the effect of the Force Majeure Event on its performance of its obligations under this Agreement.

21. **Third Party Rights**

A person who is not a party to this Agreement has no rights under the Contracts (Right of Third Parties) Act 1999 to rely upon or enforce a term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22. **Trustees' Confirmation**

The Trustees hereby confirm that the terms of this Agreement are acceptable to it but the Trustees do not, by entering into this Agreement, assume any of the obligations of SCMG under this Agreement. The Trustees are a 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 the purpose of granting a licence to use the Museum Marks as set out in clause 10.3 or enforcing its rights in connection with any breaches of such clause and for no other purpose.

23. **Survival**

Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement (including clauses 10, 11, 12.4, 12.5, 12.6, 12.7, 18 and 19) shall remain in full force and effect.

24. **Applicable Law**

This Agreement and any dispute arising under or in connection with it shall be construed under English law to which all Parties hereby irrevocably submit.

AS WITNESS the hands of the parties or their duly authorised representatives

SCMG ENTERPRISES LIMITED

[REDACTED]

Signed by: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

STATOIL (U.K.) LIMITED

[REDACTED]

Signed by: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

The Board of Trustees of the Science Museum confirms that the terms of this Agreement are acceptable to it but is only a Party to the Agreement to endorse its approval of it and not as an assumption of the obligations of SCMG under this Agreement.

[REDACTED]

Signed by: [REDACTED]

Position: [REDACTED]

for and on behalf of THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM

Date: [REDACTED]

SCHEDULE 1

SPONSORSHIP BENEFITS

A. General

For the avoidance of doubt:

- (a) all Benefits are subject to the provisions of the Agreement, including (but not limited to) SCMG's rights under clause 8 regarding approval of the use of the Museum Marks and other SCMG/Museum Intellectual Property;
- (b) all additional costs payable by the Sponsor under this Schedule shall be paid within [REDACTED] days of receipt of the invoice (together with any VAT due thereon (if applicable)). The provisions of clause 4.4 of the Agreement shall apply to any overdue sums;
- (c) none of the Benefits shall be transferred to or exercised by any third party (whether or not in return for valuable consideration);
- (d) in the event that the Sponsor does not exercise all or any of the Benefits, no refund of any part of the Sponsorship Fee shall be payable; and.
- (e) if for any reason SCMG is unable materially to provide any of the benefits in this Schedule 1, the Parties shall in good faith agree an alternative equivalent benefit.

B. Brand Accreditation and Promotion

1. In consideration of the payment of the Sponsorship Fee, SCMG grants the following Sponsorship Benefits to the Sponsor for the duration of the Term:

1.1 [REDACTED]

- 1.2 The size of all logo acknowledgments will be in accordance with SCMG and Science Museum policies and will be commensurate with the size and format of other supporters and sponsors providing a similar level of sponsorship.
- 1.3 SCMG will ensure that the Sponsor has due acknowledgment where Science Museum funders are ordinarily credited (and in accordance with clause 8 of this Agreement) using the appropriate credit as outlined in the credit table below during the Term. SCMG reserves the right to amend the exact reference (in consultation with the Sponsor) so that it is appropriate to use.

Logo Credit	'Wonderlab: The Statoil Gallery' [LOGO CREDIT TO BE INCLUDED]
Name Credit	'Wonderlab: The Statoil Gallery' Title Sponsor

- 1.4 Approximately [REDACTED] months but no later than [REDACTED] months prior to the Gallery Opening Date, SCMG will, share the Gallery marketing campaign, as per Schedule 2.
- 1.5 The Sponsor shall be acknowledged as the Title Sponsor of the Gallery by logo and name across all print and digital media outlined in the Gallery marketing campaign, wherever reasonable. Subject to clause 8, all acknowledgements will be agreed with the Sponsor and consent shall not be unreasonably withheld.

- 1.6 The Gallery Marketing Campaign outlined in Schedule 2 which relates to the Gallery details all planned print and electronic matter for the Science Museum and the Gallery, reflecting the situation at the date of signature; it is understood that details may change and develop as the programme progresses. [REDACTED]

1.7 [REDACTED]

1.8 [REDACTED]

[REDACTED] The Sponsor shall not refer to SCMG or the Trustees in any respect, (and neither will SCMG and the Trustees refer to the Sponsor in any respect) and nor shall the Sponsor use the SCMG Marks, without first consulting with and obtaining approval from SCMG. On each occasion a period of at least [REDACTED] Business Days will be given to SCMG for approval of any material bearing that SCMG's Mark.

2. For the avoidance of doubt:

- 2.1 SCMG shall have the final say (acting reasonably) over the inclusion of the accreditation (including the design) of all Benefits referred to in this paragraph B.
- 2.2 The above obligations to include acknowledgements will not apply if the Sponsor has not given its consent to the inclusion of the Sponsor Marks.

C. Corporate Entertaining

1. SCMG will make available to the Sponsor the following corporate entertaining opportunities during the Term:

i)

ii)

iii)

iv)

v)

vi)

vii)

viii)

2.

3. Without prejudice to the provisions of paragraph 2, the rights under paragraph 1 may only be exercised during the Term.

4. [REDACTED] shall each be subject to the provisions of [REDACTED]

D. Tickets and Discounts

1. During the Term only, SCMG will offer the Sponsor:

i)

ii)

iii)

a) The Science Museum reserves the right to refuse entry.

b) Admission is subject to availability and SCMG reserve the right to limit access during times of high demand

c) The Sponsor's employee does not have preferential rights over any other visitor to the Science Museum

iv)

v)

vi)

vii)

E. Interactive Gallery Events

1. The Sponsor shall be responsible for (and liable to SCMG and the Museum for the actions (including any damage caused by) Sponsor's guests and the Sponsor's staff/representatives attending any of the above events.

2. SCMG will consult with the Sponsor in a timely fashion as to the style and format of any opening event.

3.

F. Hire Agreement

1. The exercise of each of the [REDACTED] will be subject to the Sponsor entering into the [REDACTED] and which may be revised from time to time) and subject to the terms (including applicable fees) notified by SCMG for the applicable hire. Specifically, the Sponsor agrees that:
 - 1.1 SCMG will provide appropriate security officers and an event manager for the [REDACTED]. The costs of such staff will be paid by the Sponsor at SCMG's then current rates. These rates are available upon signature of this Agreement and upon request;
 - 1.2 all direct costs, including but not limited to the event manager (for pre-event liaison and support and operational management during the event), security, security operations manager, electrician, cleaning, provision of power and portering (to the extent required) and the costs of all catering and other additional facilities (e.g. production) that the Sponsor may require (which shall be subject to the prior approval of SCMG) will be payable by the Sponsor. A list of SCMG's current rates for such costs is available upon on signature of this Agreement and upon request;
 - 1.3 Each [REDACTED] listed above shall be applied to [REDACTED]. Day hires are between the hours of 08.00 - 18.00 and evening hires 18.00 - 23.00. [REDACTED] and
 - 1.4 for the avoidance of doubt, the rates will be correct at the point of issue but are subject to change.
2. The [REDACTED] shall be amended to provide that if the Sponsor [REDACTED] it shall pay to SCMG any expenses incurred by SCMG in connection with the [REDACTED] and the [REDACTED] shall be treated as having been revised accordingly.

G. Information Rights

1. During the Term, SCMG will send the Sponsor:
 - i) emails containing information about forthcoming public events and other opportunities to entertain Sponsor staff and clients; and
 - ii) emails containing information about the Science Museum or SCMG as appropriate

H. Miscellaneous Rights

1. The following rights shall apply during the Term:

- i)

[REDACTED]

- ii)

[REDACTED]

- iii) the Parties will have the opportunity to meet annually and review the use of benefits listed in Schedule 1, Gallery marketing campaign as outlined in Schedule 2 and the Sponsor's Activation Plan as detailed in Schedule 9.

I. Use of Museum and SCMG Trading Images

1. During the Term, the Sponsor will [REDACTED] to use any Gallery images in Sponsor Promotional Materials, the Sponsor's or its parent company's annual report and the Sponsor's annual review, where copyright in those images belongs to SCMG.

2. The Sponsor has the right to [REDACTED]
The Sponsor shall give SCMG a period of at least [REDACTED] Business Days [REDACTED]
[REDACTED]

3. As and when the Sponsor wishes to use non-promotional Gallery images, the Sponsor shall enter into a separate agreement with SCMG about such use. SCMG's sample terms and conditions for use of SCMG images for non-promotional purposes can be found at <http://www.scienceandsociety.co.uk/terms.asp>

SCHEDULE 2

GALLERY MARKETING CAMPAIGN

Subject to clause 8, SCMG guarantees to regularly update and seek approval from the Sponsor in the use of the Sponsor Mark as we develop the Gallery's visual identity and marketing campaign, approval of which will not be unreasonably withheld during the creative process. For the avoidance of doubt, all uses of the Sponsor Mark in the Gallery marketing campaign are to be approved by the Sponsor. In accordance with Schedule 1, B, clause 1.4, the Science Museum will share the Gallery press and marketing plans with the Sponsor approximately [REDACTED] months but no later than [REDACTED] months prior to the Gallery opening. The full marketing plan will be inserted here when complete.

It is the Science Museum's intention to prepare a pre-agreed lock up of logos no later than [REDACTED] months before the Gallery Opening Date. Both the Sponsor and SCMG agree to work in good faith to ensure these pre-agreed formats be adhered to for all crediting on marketing materials around the new interactive Gallery, subject to space restrictions and wherever reasonable.

In advance of sharing these plans and materials, below are the press and marketing planning guidelines for major projects at the Science Museum. These are indicative timelines and subject to change.

Major project planning guidelines

[REDACTED] MONTHS AHEAD

Activity

- Gallery title confirmed
- Interpretation strategy for target audiences and list of available images / assets to be shared with Comms and Web team
- Design process for Gallery identity confirmed
- Gallery added as a Future Gallery on website

[REDACTED] MONTHS AHEAD

Activity

- Initial scoping of Gallery opening events
- Designers appointed and briefed
- Media agencies briefed
- Identify potential media partnerships

[REDACTED] MONTHS AHEAD

Activity

- Agree on website page/URL/Twitter hash tag
- Identify spokespeople (including funder spokespeople)
- Development of creative campaign
- Launch PR campaign period (long lead press release issued, initial targeting of editors)

[REDACTED] MONTHS AHEAD

Activity

- Media partnerships confirmed
- Development of marketing materials
- [REDACTED]

■ MONTHS AHEAD

Activity

- Invitations issued to media for press previews
- Development of campaign materials
- On site 'Coming soon' activity live
- Development of funder guidelines

■ MONTH AHEAD

Activity

- Final sign off on marketing materials
- Confirmation of press launch itinerary, logistics and previews

GALLERY LAUNCH

Activity

- Press launch event
- Main marketing campaign activity launched

POST GALLERY LAUNCH

Activity

- Ongoing press and marketing activity to drive engagement
- Campaign evaluation

SCHEDULE 3

ALTERNATIVE BENEFITS

As provided for in clause 9, SCMG will provide the Sponsor with Alternative Benefits subject to the Sponsor's prior written approval (not to be unreasonably withheld or delayed) to the same value of the undelivered Sponsorship Benefits, within [REDACTED] years of the end of the Core Period.

Alternative Benefits may include, but are not limited to:

1. [REDACTED]
2. Any others benefits that are not Sponsorship Benefits as shall be agreed between SCMG and the Sponsor in writing.

SCHEDULE 4
DESIGNATIONS

Title Sponsor

SCHEDULE 5

MUSEUM MARKS

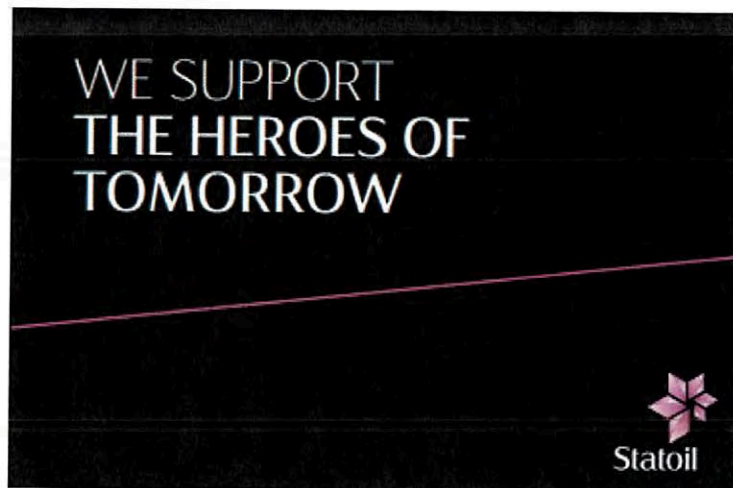
SCIENCE
MUSEUM

SCIENCE
MUSEUM
EVENTS

SCHEDULE 6

SPONSOR MARKS





SCHEDULE 7

HIRE AGREEMENT

LICENCE FOR THE HIRE OF ACCOMMODATION AND SUPPLY OF WINE

NAME OF HIRER: STATOIL (U.K.) LIMITED

ACCOMMODATION: XX

DATE OF EVENT: XX

THE PARTIES:

- (1) **SCMG ENTERPRISES LIMITED** (Registered Company Number 02196149) whose registered office is at the Science Museum, Exhibition Road, London, SW7 2DD ("SCMG Enterprises"); and
- (2) **STATOIL (U.K.) LIMITED** (Company Number 01285743) whose registered office is at One Kingdom Street, London W2 6BD ("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:

"Access Routes"	means the routes to the Accommodation mentioned in clause 5.5 below;
"Accommodation"	means [name of space];
"Agreement"	means this agreement and its schedule and any other documents referred to in this Agreement;
"Authorised Officer"	means the Museum's Event officers or other employee appointed by the Events officer;
"Board of Trustees"	means the Board of Trustees of the Science Museum, Science Museum, Exhibition Road, London, SW7 2DD
"Case"	means a case of twelve (12) bottles of wine;
"Conditions"	means the standard terms and conditions relating to the use of Accommodation in the Museum set out in the Schedule hereto;
"Event"	means; Event Title and Date i.e. ABC Screening with Q&A to be held on x date
"Final Invoice"	means a VAT invoice issued by SCMG Enterprises to the Hirer following the Event in respect of the wine supplied and any additional charges attributed to the Event;

"Hire Charge"	means the sum of £ xxx plus V.A.T., which excludes the additional charges made under sub-clause 4.1(ii) below;
"Hire Period"	means from 18:00 to 23:00 on date;
"List"	means the list of wines from which the Hirer can select the wines to be supplied to the Hirer by SCMG Enterprises. All wines specified on the List are subject to availability and if the wine is not available, SCMG Enterprises 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;
"Supplier"	means a company listed on the SCMG Enterprises' list of approved contractors at the time of the Event. Details of approved contractors may be obtained from the events office at the Science Museum; and
"Wine Order"	means the Hirer's order of wine from the List provided by SCMG Enterprises. The Wine Order shall specify the types of wine that the Hirer wishes SCMG Enterprises 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 SCMG Enterprises 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:
- i) receipt by SCMG Enterprises of the Hire Charge pursuant to clause 4.2 below together with a copy of this Agreement duly signed on behalf of the Hirer;
 - ii) receipt by SCMG Enterprises of the information required pursuant to clause 5.3 below; and
 - iii) 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 SCMG Enterprises shall supply the Hirer with wine for consumption at the Event in accordance with this clause 3.
- 3.2 SCMG Enterprises undertakes that:
- i) it has obtained all of the necessary licences and consents to permit it to supply wine to the Hirer; and
 - ii) the wine supplied by SCMG Enterprises 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 SCMG Enterprises with:
- i) an accurate estimate of the number of people attending the Event; and
 - ii) 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, SCMG Enterprises 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 (2) weeks after the Event, SCMG Enterprises 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 SCMG Enterprises:
- i) the Hire Charge payable in advance against SCMG Enterprises' invoice in accordance with clause 4.2 below; and
 - ii) such sums as SCMG Enterprises invoices to the Hirer as part of the Final Invoice 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 SCMG Enterprises' invoice therefore and shall pay the wine deposit at the same time. All other sums shall be paid within thirty (30) 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 Overdue sums shall carry interest at the rate of three per cent (3%) above the Barclays Bank plc base rate from time to time in force from the due date until payment is received by SCMG Enterprises.

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 SCMG Enterprises' approval (which shall not be unreasonably withheld):
 - i) the planning Schedule fully and accurately completed;
 - ii) a reasonably detailed description of and programme for the Event together with those matters (if any) which are to be brought to SCMG Enterprises' attention under paragraph 8 of the Schedule hereto;
 - iii) 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;
 - iv) 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
 - v) 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 SCMG Enterprises 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 SCMG Enterprises; and
- 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 SCMG Enterprises and the Board of Trustees against all claims, damages, liabilities, actions, costs, fees and expenses (including professional expenses) suffered or incurred by SCMG Enterprises and/or the Board of Trustees 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 and expenses arising out of the negligence of SCMG Enterprises.
- 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] and shall supply a copy of such insurance policy to SCMG Enterprises upon request.

7. Liability of SCMG Enterprises

- 7.1 If SCMG Enterprises cancels the Event, SCMG Enterprises shall, unless there has been a breach of this Agreement by the Hirer, return the due proportion of the amount paid by the Hirer at the point of cancellation but the Hirer and other person attending the Event shall have no further claim whatsoever against SCMG Enterprises in respect of the cancellation of the Event.
- 7.2 Subject to 7.1 and 7.4, SCMG, Enterprises 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 Event.
- 7.3 If notwithstanding the provisions of clause 7.2 above, SCMG Enterprises is held to be liable to the Hirer for any loss or damage arising in connection with the Event, SCMG Enterprises' aggregate liability to the Hirer (whether arising from negligence, breach of contract or otherwise) shall (subject to clause 5.3) be limited to refunding such part of the Hire Charge and any other monies relating to the relevant Event as have been paid to SCMG Enterprises by the Hirer.
- 7.4 Nothing in this Agreement seeks to exclude or limit SCMG Enterprises' liability for death or personal injury caused by SCMG Enterprises' negligence.

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 SCMG Enterprises.
- 8.2 SCMG Enterprises will not consent to the use of a third party supplier who is not on SCMG Enterprises' list 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 SCMG Enterprises consents to the Hirer using a third party supplier (a "Supplier") in connection with the Event:
- i) The Hirer shall contract with the Supplier independently, on its own account, and at its own risk. SCMG Enterprises gives no warranty as to the suitability of any Supplier(s) for the Hirer's event and shall have no liability to the Hirer for any act or omission of any Supplier(s).

- ii) The Hirer will be fully responsible for the acts and omissions of the Supplier and will indemnify SCMG Enterprises and the Board of Trustees 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 (including, without limitation, any failure by the Hirer to settle the Supplier's charges).
- iii) (If requested to do so by SCMG Enterprises) 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 twelve (12) months to: S-Tech Insurance Services, 154-156 Victoria Road, Cambridge, CB4 3DZ, attention Mr Richard Culpin (or such other person as SCMG Enterprises may indicate).
- iv) The Hirer shall procure that the Supplier promptly complies with any instructions or rules given to the Supplier by SCMG Enterprises in connection with the Event.

9. Force Majeure

SCMG Enterprises 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 SCMG Enterprises' 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 SCMG Enterprises in such circumstances, SCMG Enterprises 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 less any direct costs incurred, but the Hirer and other persons attending the Event shall have no further claim whatsoever against SCMG Enterprises in respect of the cancellation of this Agreement.

10. Termination and Cancellation

10.1 SCMG Enterprises shall be entitled to terminate this Agreement forthwith by notice in writing (without prejudice to its other remedies) if:

- i) 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 (7) days (or such other time as is reasonable) of a notice from SCMG Enterprises requiring it to be remedied; or
- ii) the Hirer suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts; or commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors; or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Hirer; or an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the Hirer; or a person becomes entitled to appoint a receiver over the assets of the Hirer, or a receiver is appointed over the assets of the Hirer; or a creditor or encumbrancer of the Hirer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within seven (7) days; or
- iii) any event occurs, or proceeding is taken, with respect to the Hirer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.1(ii); or

- iv) the financial position of the Hirer deteriorates to such an extent that in the opinion of SCMG Enterprises the ability of the Hirer to adequately fulfil its payment obligations under this Agreement is in jeopardy.
- 10.2 The Hirer shall be entitled to cancel this Agreement by giving notice in writing to SCMG Enterprises. If the Hirer cancels this Agreement it shall pay the relevant cancellation charge as set out below:
- i) cancellation within the period of 1-30 days prior to the Event: 100% of the Hire Charge;
 - ii) cancellation within the period of 31-60 days prior to the Event: 75% of the Hire Charge;
 - iii) cancellation 61 days or more prior to the Event: 50% of the Hire Charge.

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 and Jurisdiction

This Agreement shall be governed by English Law and the parties hereby irrevocably 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.

14. Severability

If any provision of this Agreement is held to be invalid or unenforceable, then such provision shall (so far as invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without validating any of the remaining provisions of this Agreement.

15. Waivers

No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

THE SCHEDULE

Standard Terms and Conditions of SCMG Enterprises 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 SCMG Enterprises, SCMG Enterprises may terminate this Agreement by giving the Hirer written notice of termination within fourteen (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 clause 10.2 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 SCMG Enterprises 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. If requested, a damage deposit will be required and must be paid at least thirty (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:
 - i) fixes anything to the structure, or any of the contents, or in the grounds of the Museum; or
 - ii) marks, soils or damages the structure, contents, or grounds of the Museum; or
 - iii) 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

- iv) damages or removes any of the exhibits, fittings or other contents of the Museum;
or
 - v) 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 6pm 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 thirty (30) minutes before the time the Event is due to end and any music or other entertainment must stop twenty (20) minutes before the Event is to end.
 18. SCMG Enterprises 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. SCMG Enterprises shall have the right (at SCMG Enterprises' election) to return, remove or discard anything left in the Museum after the Hire Period has ended, at the Hirer's cost. If anything appears to the Authorised Officer to be an article of value he/she may, if he/she thinks fit, store such article. SCMG Enterprises accepts no liability for the safe keeping of such stored articles which are stored at the Hirer's sole risk and cost.
 19. The Hirer shall, not later than the end of the Hire Period:
 - i) remove from the Museum anything which has been brought into the Museum (other than things brought into the Museum by SCMG Enterprises) for the purposes of or in connection with the Event; and
 - ii) 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 SCMG Enterprises 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.

SCMG Enterprises

.....

Signed for and on behalf of SCMG Enterprises Limited

Print Name: [REDACTED]

Date

THE HIRER

.....

Signed for and on behalf of Statoil (U.K.) Limited

Print Name:.....

Date

SCHEDULE 8

[REDACTED]

[REDACTED]

[REDACTED]

SCHEDULE 9

STATOIL ACTIVATION PLAN

Just as SCMG will share the Gallery press and marketing and with the Sponsor approximately [REDACTED] months but no later than [REDACTED] months prior to the Gallery Opening Date, the Sponsor hereby agrees to share their activation plan with SCMG approximately [REDACTED] months but no later than [REDACTED] months prior to the Gallery opening.

The Parties shall work together in good faith to ensure that the partnership around the Gallery delivers as much value and impact as possible for our shared audiences within the agreed legal framework from date of signature. [REDACTED]

SCHEDULE 10

