

DATED [REDACTED]

SCMG ENTERPRISES LIMITED

- and -

ADANI GREEN ENERGY LTD

- and -

THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM

SPONSORSHIP AGREEMENT

relating to the sponsorship of the "Energy Revolution: the Adani Green Energy
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) **ADANI GREEN ENERGY LTD.**, a company registered under the laws of India whose registered office is at Adani Corporate House, Shantigram, Near Vaishnodevi Circle, S G Highway, Ahmedabad-382421, Gujarat, India ("**the Sponsor**"); and
- 3) **THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM** of Exhibition Road, London, SW7 2DD ("**Trustees**").

BACKGROUND

- 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 Group, which incorporates the Science Museum (London), National Railway Museum (York), National Science and Media Museum (Bradford), Locomotion (Shildon) and the Science and Industry Museum (Manchester).
- C. The Sponsor is a public listed company, developing and operating multiple renewable power plants in India and abroad.
- D. SCMG and the Trustees are planning to build a new gallery at the Science Museum, provisionally to be called the "Energy Revolution Gallery" as further described below as "the Gallery".
- E. The Sponsor wishes to be the exclusive 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;
"Associated Activity"	means any activity or activities that SCMG 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, UK for the transaction of general business;
"Commencement Date"	means the date of signature of this Agreement by all Parties;
"Core Period"	means the [REDACTED] 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 hirethesciencemuseum.com ;
"Designations"	means the titles attributable to the Sponsor as set out in Schedule 1
"Expiry Date"	[REDACTED]
"Force Majeure Event"	<p>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:</p> <ul style="list-style-type: none"> a) fire, flood, earthquake, storm, power failures, pandemic, 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;
"Funder Lock Up"	means how the Museum Mark and the Sponsor Mark (including all other funder marks) will appear together as agreed by SCMG and the Sponsor, to be finalised in accordance with the provisions of Schedule 1. 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;
"Gallery"	means the gallery that the Trustees and SCMG plan to develop at the Science Museum to be known as "Energy Revolution: the Adani Green Energy Gallery" or such other name as the Trustees and SCMG may decide;
"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 in November 2023 or such other date as Sponsor, SCMG and/or the Trustees may together decide;
"Hire Agreement"	means the standard terms of hire set out in Schedule 4, and as amended from time to time;
"Lates"	means the event hosted by the Science Museum during the evening of the last Wednesday of every month except for December. SCM aims to host up to 11 (eleven) Lates events per year. Such events are exclusively for audiences aged 18 and above;
"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 2 (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 the 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;
"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 Science Museum (London), Locomotion (Shilton), National Railway Museum (York), National

Science and Media Museum (Bradford) and the Science and Industry Museum (Manchester);

"SCMG Representative"	means the [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] payable in accordance with Clause 4;
"Sponsor Mark"	means the current names, logos and trademarks belonging to the Sponsor which are set out in Schedule 3 (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; and
"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 recognition of the new Gallery. The Sponsor acknowledges that SCMG cannot control how the Gallery will be referred to by third parties.

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 pursuant to its terms, remain in force for the Term.

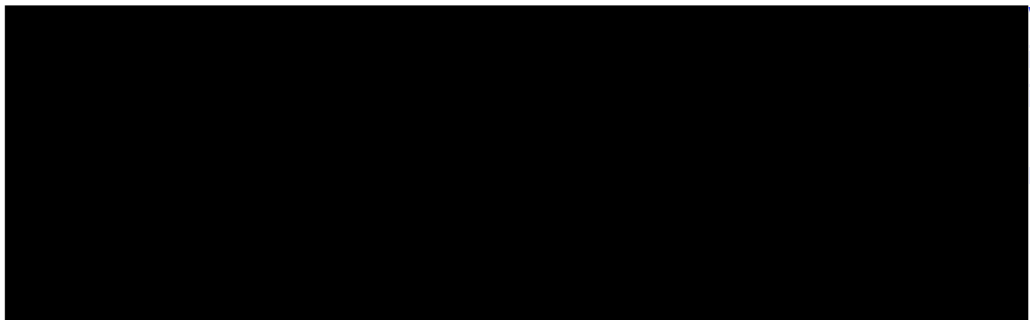
3. Exclusivity

- 3.1 SCMG acknowledges that the sponsorship with the Sponsor is exclusive and that SCMG shall not seek additional financial support from other relevant third parties, unless otherwise agreed in advance with the Sponsor.
- 3.2 The Sponsor acknowledges that nothing in this Agreement shall prevent or restrict SCMG and/or the Trustees:
 - a) seeking and receiving donations to the Trustees or the Science Museum from any third party; or
 - b) seeking and receiving sponsorship funding from any third party in connection with any gallery, exhibition, or project that SCMG or the Trustees may stage at the Science Museum during the Term, excluding the Gallery; or
 - c) offering tours of, and making the hospitality facilities available (through corporate hire) at, the Science Museum for the benefit of third parties; or
 - d) seeking content, objects, or stories for the Gallery from any third party to ensure SCMG can maximise the scope and impact of the Gallery.

4. Financial Provisions

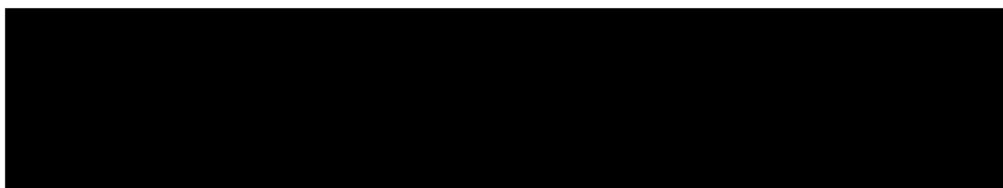
- 4.1 In consideration of the Sponsorship Benefits granted to it under this Agreement, the Sponsor shall pay the Sponsorship Fee against a commercial invoice raised by SCMG in accordance with Clause 4.2. Sponsor may reasonably require SCMG to provide such other documentation as may be necessary to process payment of each of the following instalments (together "Payment Milestones"):

- a)
- b)
- c)
- d)
- e)



Highlighted clauses were deleted/amended by a Letter of Variation included in this FOI response.

- f)
- g)
- h)



- 4.2 SCMG shall issue an invoice for each Payment Milestone of the Sponsorship Fee no later than the dates set out in Clause 4.1, unless otherwise agreed by the parties, and the Sponsor shall settle each invoice by [REDACTED]. 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.
- 4.3 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):
- a) 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 [REDACTED] the base rate of Bank of England from time to time per annum; and/or
 - b) to suspend performance of its obligations under this Agreement if the Sponsorship Fee is not paid in full within ninety (90) days from the date of delivery of invoice.
- 4.4 All sums due to SCMG under this Agreement shall be made subject to tax withholding by Sponsor in accordance with the Agreement for Avoidance of Double Taxation and Prevention of Fiscal Evasion between the Republic of India and the United Kingdom of Great Britain and Northern Ireland dated February 11, 1994, as amended from time to time.
- 4.5 In the event that the Sponsor is required to withhold or deduct any further amount, subject to the Agreement for Avoidance of Double Taxation and Prevention of Fiscal Evasion between the Republic of India and the United Kingdom of Great Britain and Northern Ireland, the amount of the Sponsorship Fee shall be increased accordingly to ensure that SCMG is in the same position as it would have been, had no deductions or withholdings been required by law.

5. The Sponsor's Obligations

- 5.1 The Sponsor undertakes that it shall use its reasonable endeavours to market and promote the Gallery to relevant audiences.
- 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 at least five (5) Business Days' for approval of any Sponsor Promotional Materials that concern the Gallery, the Trustees or the Science Museum, Such approval shall not be required if the proposed use conforms substantially to a sample or

template previously approved or an approved policy or guidelines, in which case the Sponsor will give SCMG at least five (5) Business Days' notice of such use to which SCMG may share its feedback for Sponsor's review and consideration

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 shall retain editorial control of, and use its reasonable endeavours on the research, development, design and delivery of the Gallery and the Gallery Material.
- 6.3 SCMG shall deliver the Sponsorship Benefits set out in Schedule 1.
- 6.4 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.
- 6.5 SCMG shall appoint an SCMG Representative as the main point of contact in relation to the 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.
- 6.6 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. Editorial Control

- 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 SCMG will provide regular updates to the Sponsor on the Gallery. The Sponsor in turn agrees to facilitate introductions to researchers, scientists, or other relevant contacts and networks in India or internationally, to support SCMG in developing content and objects that are relevant to the subject matter and audience strategy of the Gallery.
- 7.3 For the avoidance of doubt, nothing in this Agreement will prevent SCMG from consulting other industries, experts, networks, contacts and/or public sector organisations from a content perspective for the Gallery.
- 7.4 Subject to Clause 5.5 above, 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). 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.

8. Consultation and Approval

Highlighted clauses were deleted/amended by a Letter of Variation included in this FOI response.

- 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 at least three (3) 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 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 or internal reporting documentation 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
- 8.2.2 if the proposed use conforms substantially to a sample or template previously approved or an approved policy or guidelines for use.
- 8.3 The Parties will discuss and agree upon the relevant opportunity to announce this sponsorship, along with the contents of such announcement. Whilst SCMG and the Sponsor will promote the relationship internally and externally in accordance with the terms of this Agreement through various international channels, any press or publicity relating to this Agreement or the other Party must be agreed by the Parties in writing prior to publication.

9. Delay or Cancellation of Gallery Opening Date

- 9.1 In the event that:
- 9.1.2 the development of the Gallery is cancelled by SCMG or the Trustees at any time during the Term for any reason whatsoever; or
- 9.1.3 the Gallery Opening Date is delayed by eighteen (18) months or more by SCMG or the Trustees at any time during the Term for any reason whatsoever

Either of SCMG and/or the Trustees or the Sponsor may terminate this Agreement immediately upon written notice to the other Parties and SCMG shall refund to the Sponsor the Sponsorship Fee (to the extent that it has not been spent or committed) at the date the notice is received by SCMG. 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. The Sponsorship Fee to be refunded shall be paid within sixty (60) days of agreement by the Parties or determination by the Auditor.

- 9.2 Subject to compliance with 9.1, each Party shall be relieved of the obligations under this Agreement with no outstanding liabilities whatsoever.

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 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 (3) months written notice to do so. The Sponsor undertakes to meet the reasonable costs and expenses of SCMG arising from any consequential changes to the Gallery or Gallery Material.
- 10.3 SCMG and the Trustees grant to the Sponsor a non-transferable, non-exclusive, royalty-free licence to use the Museum Marks 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 to, 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 Marks each of SCMG and the Sponsor agree that it shall:
- 10.4.1 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 Marks (and in the case of the Sponsor the Designations);
 - 10.4.2 take reasonable care not to use the other Party's Marks 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 Marks as a registered trade mark.
- 10.5 All rights, title or interest in the Museum Marks shall be owned exclusively by SCMG and/or the Trustees, and the Sponsor shall be entitled to use the Museum Marks 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 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 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.
- 10.8 Any goodwill that accrues from the Sponsor's use of the Museum Marks 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 applicable data privacy laws; 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:
- a) 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
 - b) any indirect or consequential loss or damage whatsoever.
- 11.3 Subject to Clauses 11.4 and 11.5, anything to the contrary contained in Schedule 4 Hire Agreement relating to the hire by the Sponsor of any Designated Space and any obligation on the Sponsor to pay Sponsorship Fees in excess of [REDACTED] 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, the Sponsor undertakes to indemnify SCMG and their respective officers, employees and agents (the "Indemnified Party") against all claims, losses, costs, proceedings, liabilities and expenses (including reasonable legal expenses) suffered or incurred 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 Sponsor Marks by the Indemnified Party in accordance with this Agreement is an infringement of the rights of any third party, provided that:
- a) the Indemnified Party shall promptly and fully inform the Sponsor in writing of any actual or threatened claim of which comes to its attention;
 - b) the Sponsor 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
 - c) the Indemnified Party shall provide reasonable information and assistance to the Sponsor (at the Indemnifying Party's reasonable expense) with the defence of the claim.
- 11.5 Notwithstanding anything contained herein, SCMG undertakes to defend, indemnify the Sponsor and its respective officers, employees and agents against all claims, losses, costs, proceedings, liabilities and expenses (including reasonable legal expenses) suffered or incurred up to a limit of [REDACTED] arising from any claim that the use of the Museum Marks by

the Sponsor in accordance with this Agreement is an infringement of the rights of any third party.

- 11.6 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 liability for fraud.
- 11.7 SCMG shall take out and maintain comprehensive public and products liability insurance and provide a copy to Sponsor (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:
- a) 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 thirty (30) days of written notice requiring the same to be remedied; or
 - b) 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 Upon expiry or termination of this Agreement for whatever reason all Parties shall:
- a) 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);
 - b) upon request promptly return all of the property of the other Party within its possession and return or destroy (including in the case of electronic copies permanently delete) 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
 - c) not use or exploit its previous connection with the other Party whether directly or indirectly.
- 12.3 Save as otherwise provided in this Agreement 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.

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 hire where Schedule 4 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 under 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) hand to the other Party; or
 - b) registered delivery to the other Party; or
 - c) email to the other Party at the addresses specified in Clause 16.3;
- 16.2 Any notice given under Clause 16.1 shall be deemed to have been received:
- a) 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, and
 - d) if delivered by email, on the day emailed if sent between 9:00am and 5:00pm, or on the next Business Day if sent after 5:00pm.

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>████████████████████</div> <div>Adani Green Energy Limited Adani Corporate House, Shantigram, Ahmedabad, Gujarat 382421 ██████████@adani.com</div>	<div>████████████████████</div> <div>Science Museum Exhibition Road London, SW7 2DD ██████████@sciencemuseum.ac.uk</div>
<div>Mandatory C.C: ████████████████████</div> <div>Adani Green Energy Limited Adani Corporate House, Shantigram, Ahmedabad, Gujarat 382421 ██████████@adani.com</div>	<div>Mandatory Cc: ████████████████████</div> <div>Science Museum Group Exhibition Road London, SW7 2DD ██████████@sciencemuseum.ac.uk</div>

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 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 (a) enabling performance of this Agreement (any such use to be on a confidential basis) or (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (including in the case of SCMG pursuant to Clause 19) and shall not otherwise 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:

- a) is in the public domain otherwise than through an unauthorised disclosure by a Party;
- b) was legitimately in the possession of and lawfully known by a Party prior to disclosure by another Party and is at its free disposal;
- c) 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
- d) the disclosure of which is required by law or by an order of a court of competent jurisdiction.

18.3 Each Party agrees that it will take all reasonable steps to avoid disclosure or use of the confidential information in order to prevent it from falling into the public domain or the possession of unauthorized persons. If either Party becomes aware of any misuse or

misappropriation of such confidential information, it shall, as promptly as practicable, notify the other Party in writing.

- 18.4 Subject to Clause 19, if a Party is requested or required by law, rule, regulation, or legal, regulatory or administrative process or by a government body or court of competent jurisdiction to disclose any confidential information, such Party agrees (except as may be prohibited by applicable law) to give the other party notice, as promptly as practicable, so that such Party may contest the disclosure or seek a protective order or other appropriate remedy. If in the absence of a protective order or the receipt of a waiver hereunder, the Party receiving such request is compelled to disclose the confidential information by applicable law, such Party may disclose only the part of the confidential information that it is legally required to provide.
- 18.5 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.
- 18.6 The confidentiality obligations of all Parties under this Clause 18 shall survive the expiry or termination of this Agreement for whatever reason.

19. **Freedom of Information**

- 19.1 SMG is subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). If SMG receives an FOIA or EIR request that concerns the disclosure of information supplied directly or indirectly by or relating to the Sponsor, it shall immediately notify the Sponsor of the disclosure request where permissible, so that the Sponsor may review and advise on such disclosure and work with SCMG toward the necessary steps in relation to the handling of any sensitive information within the disclosure request to the extent reasonably practicable with SCMG being responsible for determining whether any exemptions from disclosure apply.

20. **Due Diligence**

The Parties acknowledge and agree:

- 20.1 SCMG actively seeks to work in partnership with external organisations and individuals to achieve shared objectives. To ensure SCMG only solicits, accepts, and stewards gifts from acceptable sources, it maintains a due diligence process which is detailed in its Ethics Policy.
- 20.2 The Board of Trustees of SCMG have approved the inclusion of the independent Transition Pathway Initiative tool (the "**TPI Tool**") to assess sponsors, when appropriate, as part of such due diligence process. The TPI Tool assesses organisations' preparedness for the transition to a low carbon economy and indicates that they are on a journey to decarbonise in line with SMG's values. For those companies that are rated on the TPI Tool, SCMG encourages all prospective and current partners to work towards 'Level 3 or better' on the TPI Tool's 'Management Quality Index'.
- 20.3 Due diligence shall be reviewed by SCMG on an annual basis so that SCMG can continue to assess its external partners in line with its due diligence expectations.

Highlight
ed clauses
were
deleted/
amended
by a
Letter of
Variation
included
in this
FOI
response.

21. Dispute Resolution

Subject to Clause 26, any dispute arising under this Agreement shall be settled as follows:

21.1 Internal Mediation

- a) Subject to Clause 21.3 below, all dispute, controversy, difference or claim arising out of, or in connection with this Agreement between the Parties, including the existence, validity, interpretation, performance, breach or termination hereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred in the first instance to the [REDACTED] of the Science Museum Group and [REDACTED] of Adani North America Inc. who shall enter into good faith negotiations to attempt to settle such dispute within 30 days of either party receiving from the other a notice which describes the matter in contention; and
- b) if the negotiation at sub-Clause 21.1. fails, the dispute shall be finally settled by arbitration in accordance with Clause 21.2.

21.2 Arbitration

- a) Subject to Clause 21.1, and if a dispute referred to negotiation in this manner is not resolved within 30 days of reference to the internal negotiators, either Party may refer any such dispute for resolution under the rules of the London Court of International Arbitration ("LCIA") in force at the date of such referral which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one who shall be mutually appointed by the Parties (failing which the LCIA rules shall apply). The seat of arbitration shall be in London. For the avoidance of doubt, this Agreement shall be governed by the laws of England and Wales. The parties acknowledge that service of any notices in the course of such arbitration at their addresses as given in this Agreement shall be sufficient and valid. All submissions and awards in relation to arbitration hereunder shall be made in English and all arbitration proceedings shall be conducted in English.
- b) The arbitration award shall be accepted by the Parties as final and binding and the Parties shall act accordingly.

21.3 Injunctive Relief

Clauses 21.1 and 21.2 shall be without prejudice to the rights of termination set out in this Agreement and in addition shall not prevent any Party from applying for injunctive relief before any court of competent jurisdiction, in the case of:

- a) breach or threatened breach of confidentiality;
- b) infringement or threatened infringement of any of the Party's intellectual property rights; or
- c) 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.

22. Force Majeure

- 22.1 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 unless and to the extent directly attributable to the negligence of that Party.

- 22.2 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. Such obligations of the notifying Party that become impossible to perform due to such Force Majeure Event along with their corresponding obligations of the other Party shall be suspended for the duration of the Force Majeure Event.
- 22.3 If either Party gives to the other such notice as is referred to in Clause 22.2, 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.
- 22.4 If the Force Majeure Event notified by either Party continues for more than one hundred and (180) days, the other Party may, at its option, terminate the Agreement without any outstanding liabilities whatsoever provided however, in the event of such termination, SCMG shall refund the Sponsorship Fee to the Sponsor (to the extent that it has not been spent or committed) together with interest (if any has so accrued in respect of such refunded amount of the Sponsorship Fee in SCMG's bank account) within sixty (60) days of the date of such termination.

23. Cooperation

The Parties acknowledge and agree that (i) the terms of this Agreement are based on the assumption that the Science Museum will remain open to the public and that there will be no further closure due to Covid-19; (ii) SCMG and the Trustees have been obliged to implement revised arrangements for re-opening to accommodate government guidelines on Covid-19 and may request reasonable adjustments to the scope of the Agreement as the situation attributable to Covid-19 evolves; (iii) the Sponsor shall not unreasonably withhold or delay agreement to any such requested adjustments or impose unreasonable conditions on their implementation; and (iv) in the event of further closure due to Covid-19 the Parties will work together and negotiate in good faith fair and reasonable revised terms in the light of such period of closure.

24. 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.

25. 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 (as opposed to those of SCMG) in connection with any breaches of such clause and for no other purpose.

26. **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, 18, 19 and 21) shall remain in full force and effect.

27. **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 Signature]

Signed by: [Redacted]

Position: SCMG [Redacted]

Date: [Redacted]

ADANI GREEN ENERGY LTD

[Redacted Signature]

Signed by: [Redacted]

Position: [Redacted] Adani Green Energy Limited

Date:

[Redacted Signature]

Signed by [Redacted]

Position [Redacted] Adani Foundation

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.

Signed by: Sir Ian Blatchford

Position: SCMG Director and Chief Executive

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

Date:

SCHEDULE 2

MUSEUM MARKS

**SCIENCE
MUSEUM
GROUP**

**SCIENCE
MUSEUM**

SCHEDULE 3

SPONSOR MARKS

adani

Renewables

adani

Renewables