

DATED \_\_\_\_\_



SCMG ENTERPRISES LIMITED

- and -

BP International Limited

- and -

THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM

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FUNDING AGREEMENT

relating to the funding of the Science Museum  
Group Academy of Science Engagement

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**THIS AGREEMENT** is made the [REDACTED] [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) **BP INTERNATIONAL LTD** a company registered under the laws of England and Wales (company no. 00542515) whose registered office is at Chertsey Road, Sunbury-on-Thames, Middlesex, TW16 7BP ("the Funder"); and
- (3) **THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM** of Exhibition Road, London, SW7 2DD ("Trustees").

**WHEREAS**

- (A) The Trustees operate the SCMG Group which is the world's largest alliance of science museums including UK national museums at the Science Museum in London as well as in Manchester, York, Bradford and Shildon.
- (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 SCMG Group.
- (C) SCMG and the Trustees created a centre of international excellence to deliver outstanding training and resources to teachers, museum educators and STEM professionals at the Science Museum, called "*Science Museum Group Academy of Science Engagement*", as further described below as the "**Academy**".
- (D) The Funder wishes to fund the Academy 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:

"Academy"	means the project known as the " <i>SMG Academy of Science Engagement</i> ", or such other name as the Trustees and SCMG may decide from time to time;
"Academy Material"	means materials or literature produced for the advertisement or promotion of the Academy by or for SCMG and/or the Trustees, including any website(s) or social media sites developed in connection with the Academy;
"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 2;

"Annual Review"	Means the SCMG's and Trustee's annual report on their fundraising and activities in the case of the Trustees' and any internally generated equivalent or document reporting on the Funder's philanthropic activities
"Associated Activities"	means any activity or activities that SCMG may choose to create and develop around the Academy to support the aims of the Academy and to support the Funder Benefits;
"Auditor"	means an independent financial body to be instructed and paid for by the parties, to determine the value of the undelivered Funder 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;
"Commencement Date"	means the date of signature of this Agreement by all Parties;
"Core Period"	means the [REDACTED] period from [REDACTED] to the [REDACTED] inclusive;
"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 Funder Benefits. This excludes Illuminate or the IMAX, unless otherwise specified in Schedule 1. A full list of spaces can be found at <a href="https://www.hirethesciencemuseum.com/">https://www.hirethesciencemuseum.com/</a> ;
"Designations"	means the titles attributable to the Funder as set out in Schedule 3;
"Expiry Date"	means [REDACTED];
"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"> <li>a) fire, flood, earthquake, storm, power failures, pandemic, elements of nature or act of God;</li> <li>b) war, riot, civil disorder, acts of terrorism, explosion, rebellion or revolution; or</li> <li>c) act of regulatory authority or local or national government;</li> </ul>
"Funder Affiliate/s"	means any company or legal entity that controls or is controlled by, or which is controlled by an entity which controls the Funder, where "control" means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting rights in a company or other legal entity, the right to appoint the majority of the board of directors (or equivalent body) of a company or legal entity or the

	contractual right to exercise a controlling influence over a company or other legal entity.
"Funder Benefits"	means the rights to be provided by SCMG to the Funder as set out in Schedule 1;
"Funder Fee"	means the sum of [REDACTED] ([REDACTED] [REDACTED]) plus VAT payable in accordance with Clause 4;
"Funder Lock Up"	means how the Museum Mark and the Funder Mark (including all other Funder Marks) will appear together as agreed by SCMG and the Funder, 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;
"Funder Mark"	means the current names, logos and trade-marks belonging to the Funder 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 SCMG for use in accordance with this Agreement from time to time during the Term;
"Funder Promotional Materials"	means all products, services, communications (including letters, circulars, notices, press releases and statements), publicity or promotional or advertising activity of the Funder relating to their funding of the Academy;
"Funder Representative"	means [REDACTED], or such other person(s) with equivalent responsibility and authority as the Funder may notify to SCMG from time to time in writing;
"Hire Agreement"	means the Science Museum standard terms of hire 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. SCMG 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 Funder Mark and where referred to in the plural, both of these Marks collectively;
"Museum Mark"	means the current names, logos and trade marks belonging to SCMG and/or the Trustees which are set out in Schedule 4 (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 Funder 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 Funder and the term "Parties" shall be construed accordingly;
"Payments Schedule"	means an up-to-date financial record to be maintained by SCMG of all Funder Fees paid to SCMG which are accounted for and either spent or committed;
"Performance Obligations"	means the obligations set out in Schedule 6;
"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 <a href="http://www.sciencemuseum.org.uk">www.sciencemuseum.org.uk</a> 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 <i>the Academy</i> or as part of the Associated Activities or any materials or content contained in <i>the Academy</i> .
"SCMG Group"	means the museum sites operated by the Trustees being Science Museum (London), National Railway Museum (York), Science and Media Museum (Bradford), Museum of Science and Industry (Manchester) and Locomotion (Shildon);
"SCMG Representative"	means [REDACTED] or such other person(s) with equivalent responsibility and authority as SCMG may notify to the Funder from time to time in writing;
"Term"	means the period from the Commencement Date until the Expiry Date;

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 Funder shall no later than [REDACTED] prior to the end of the Term meet at least [REDACTED] to discuss the possible renewal of this Agreement after the expiry of the Term.

**3. No Exclusivity**

3.1 The Funder acknowledges that nothing in this Agreement shall prevent or restrict SCMG and/or the Trustees:

- seeking and receiving donations to the Trustees or the Science Museum from any third party; or
- seeking and receiving 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, including the Academy; or
- offering tours of, and making the hospitality facilities available (through corporate hire) at, the Science Museum (London) for the benefit of third parties.

**4. Financial Provisions**

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

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

4.2 For the avoidance of doubt, the sums payable under this Agreement are exclusive of any applicable VAT which shall be paid by the Funder in addition in the manner from time to time prescribed by law.

4.3 SCMG shall issue an invoice for each instalment of the Funder Fee due under Clause 4.1 [REDACTED] in advance of each of the applicable payment due date, unless otherwise agreed by the parties, and the Funder 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 Funder.

4.4 Without prejudice to its other remedies under this Agreement, SCMG shall in the event of non or late payment of the Funder Fee (or part of it) be entitled (but not obliged):

- a) to charge the Funder interest on the overdue amount, payable by the Funder 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] from time to time per annum; and/or
- b) to suspend performance of its obligations under this Agreement, provided that SCMG has notified the Funder Representative in writing after [REDACTED] of such non-payment and such failure to pay the Funder Fee continues for a [REDACTED] from receipt by the Funder Representative of such notice of non-payment from SCMG;

in each case until any instalment of the Funder Fee which is payable 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 Funder's Obligations**

- 5.1 The Funder undertakes that it shall use its reasonable endeavours to market and promote the Academy to the Funder's clients, UK staff and to the general public.
- 5.2 The Funder 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 Academy or the Science Museum.
- 5.3 In the event of the Funder changing the Funder Mark during the Term, the Funder undertakes to meet the reasonable costs and expenses of SCMG arising from any consequential changes to the Academy or Academy Material.
- 5.4 The Funder shall not exercise the Funder 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 Funder Benefits, save as expressly provided for in this Agreement or expressly agreed in advance in writing by SCMG.
- 5.5 The Funder shall give SCMG a period of at least [REDACTED] for approval of any Funder Promotional Materials that concern the Academy, the Trustees or the Science Museum.

## **6. SCMG Obligations**

- 6.1 SCMG undertakes that during the Term it shall use its reasonable endeavours to promote the Academy to teachers, museum professionals and STEM ambassadors.
- 6.2 SCMG shall retain editorial control of, and use its reasonable endeavours on the research, development, design and delivery of the Academy and the Academy Material.
- 6.3 SCMG will deliver the Funder Benefits set out in Schedule 1.
- 6.4 SCMG shall perform the Performance Obligations set out in Schedule 6, in respect of the delivery of the Academy, except that SCMG shall not be liable for any breach or delay in the performance of such obligations to the extent that such breach or delay is as a result of any act or omission on the part of third parties, unless that third party is a subcontractor or agent of SCMG delivering the Performance Obligations on SCMG's behalf.
- 6.5 SCMG shall use its reasonable endeavours to organise, promote, manage, maintain and deliver the content of the Academy 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 Academy previously developed at the Science Museum.

6.6 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 Funder Representative informed as to the progress of the Academy. This shall be part of the Funder update meetings set out in the Performance Obligations.

## **7. Independence and Editorial Control**

7.1 Notwithstanding any other provision of the Agreement, the Funder expressly acknowledges and agrees that:

- (a) SCMG and the Trustees are entirely independent in all their activities of the Funder and that this Agreement is undertaken on a fully arm's length basis; and
- (b) ultimate control in and ownership of all elements of (i) the Science Museum group and (ii) the Academy and the Associated Activities will be and shall always remain with SCMG and/or the Trustees.

For the avoidance of doubt this includes SCMG and/or the Trustees retaining full editorial freedom and absolute discretion over the Science Museum group and/or the research, development, design, content and delivery of the Academy, the Academy Materials, the Associated Activities and any related programme of events and/or merchandise.

7.2 The Funder shall not reproduce or use any SCMG Content without the express prior written consent of SCMG (not to be unreasonably withheld or delayed).

7.3 SCMG and the Trustees reserve the right without restriction to use SCMG Content for the purposes of the Academy and the Associated Activities and for purposes unrelated to this Agreement, without recognition of the Funder.

## **8. Consultation and Approval**

8.1 Subject to Clause 8.2, SCMG and the Trustees shall not refer to the Funder in any respect and the Funder 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] 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 Funder in such Party's Annual Review, Sustainability Report, or internal reporting documentation provided that such references shall be made in good faith; 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.

## **9. Alternative Benefits**

9.1 In the event that:

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

9.1.2 SCMG is unable materially to deliver the Funder Benefits (or any of them),

SCMG shall be obliged to provide equivalent Alternative Benefits to the value of the undelivered Funder Benefits. The Parties shall meet in good faith within [REDACTED] 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 Funder Benefits.

9.2 Any independent Auditor appointed in accordance with Clause 9.1 shall have the authority to determine the value of the equivalent Alternative Benefits. Where the independent Auditor determines that the value of the undelivered Funder Benefits is greater than the equivalent Alternative Benefits provided to the Funder, SCMG shall provide additional Alternative Benefits to the Funder up to the value of the undelivered Funder Benefits identified by the independent Auditor.

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

## **10. Intellectual Property**

10.1 The Funder hereby grants to SCMG and the Trustees a non-exclusive, non-transferable, royalty-free, worldwide, personal licence to use the Funder Mark to deliver the Funder Benefits, on the [REDACTED] and to make incidental uses of the Funder Mark [REDACTED] in accordance with this Agreement, provided that each item [REDACTED] is submitted to and approved by the Funder in accordance with Clause 8 above. SCMG shall comply with any written guidelines or terms and conditions for the use of the Funder Mark provided by the Funder or any of the Funder Affiliates.

10.2 SCMG and the Trustees will cease to use and remove all existing uses of the Funder's Mark in association with the Academy and on Academy Materials on receiving [REDACTED] written notice to do so.

10.2.1 Subject to Clause 10.2.2, the Funder undertakes to meet the reasonable costs and expenses of SCMG arising from any consequential changes to the Academy or Academy Materials, such costs and expenses to be approved and agreed between the Parties in advance. Approval of the Funder to such costs shall not be unreasonably withheld, conditioned or delayed.

10.2.2 The Funder shall not be required to meet the costs and expenses of SCMG as set out in Clause 10.2.1, to the extent that the Funder requires SCMG and the Trustees to cease use of the Funder's Mark due to the:

(a) use by SCMG and/or the Trustees of the Funder's Mark in a manner not consistent with the terms of this Agreement; or

(b) expiry or termination of this Agreement by the Funder under Clause 12.1 or 12.2.

10.3 SCMG and the Trustees grant to the Funder a non-transferable, non-exclusive, royalty-free licence to use the Museum Marks on the Funder Promotional Materials during the Term in accordance with the terms of this Agreement. Each item of the Funder Promotional Material must

be submitted and approved by SCMG in accordance with Clause 8. The Funder 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 Funder 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 Marks (and in the case of the Funder the Designations);
  - 10.4.2 take all 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 Funder (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 Funder shall be entitled to use the Museum Marks only as set out in this Agreement. All rights, title or interest in the Funder Mark shall be owned exclusively by the Funder, and SCMG shall only use the Funder Mark as set out in this Agreement and the Permission.
- 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 Academy, Academy Material or materials relating to the Associated Activities, or generated from the research, development, design, content and delivery of the Funder 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 Funder 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 Funder'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 Funder Mark shall belong to BP p.l.c., and each Party agrees to execute any documents at the other Party's reasonable expense which the other Party may reasonably require to vest such goodwill 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; and

- 11.1.6 it will comply with sanctions relating to anti-trafficking and anti-slavery including the Modern Slavery Act 2015. Each Party shall ensure it has adequate procedures in place governing anti-trafficking and anti-slavery through its supply chains.
- 11.2 The Trustees, SCMG and the Funder 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, 11.5 and any obligation on the Funder to pay Funder 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 [REDACTED] period is limited to [REDACTED] ( [REDACTED] ).
- 11.4 Notwithstanding Clause 11.3, each of SCMG and the Funder (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] ( [REDACTED] ) for any one incident or a series of connected incidents in any [REDACTED] 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:
  - a) 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;
  - b) 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
  - c) 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 liability for fraud.
- 11.6 SCMG shall take out and maintain comprehensive public and products liability insurance and provide a copy to the Funder (including a copy of any renewal certificate if applicable) upon request. Such insurance shall have an indemnity limit of not less than [REDACTED] ( [REDACTED] ) for each occurrence on a worldwide basis.
- 11.7 SCMG and the Trustees acknowledge that the Funder self-insures.

## **12. Termination**

12.1 Either of SCMG and/or the Trustees or the Funder 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 [REDACTED] 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 Either SCMG or the Funder may terminate this agreement with immediate effect upon written notice to the other if, in the reasonable opinion of the terminating party, the other conducts itself in a manner which brings the reputation of the terminating party (which in the case of SCMG includes the Trustees) into material disrepute.

12.3 If agreement cannot be reached under Clause 9.1 within [REDACTED] of the matter being referred to the Auditor the Funder may terminate the Agreement immediately upon written notice to SCMG.

12.4 If the Funder exercises its right to terminate this Agreement under Clause 12.1, 12.2 or 12.3, SCMG shall refund to the Funder the Funder Fee (to the extent that it has not been spent or committed) to the value of the undelivered Funder Benefits at the date the notice is received by SCMG. Where the parties are unable to reach agreement on the value of the undelivered Funder Benefits they shall jointly appoint an independent Auditor to determine the value. The Funder Fee to be refunded shall be paid within [REDACTED] of agreement by the Parties or determination by the Auditor.

12.5 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 Academy Materials (in the case of the Funder) or the Funder Mark or Funder 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.

12.6 Unless this Agreement is terminated by SCMG and/or the Trustees pursuant to Clause 12.1, the Funder shall be entitled to, in respect of its non-commercial and internal purposes, refer to itself in the past tense as having been the Founding Partner of the Academy and to use related materials made available under this Agreement for such purposes (for example in respect of the reproduction of photographs in publications and in-house journals) subject to SCMG and/or the Trustees right, acting reasonably, to object to such use.

12.7 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.

12.8 Either Party may terminate this Agreement for convenience by giving the other Party not less than [REDACTED] written notice, such notice of termination to take effect:

- a) in the case of termination by the Funder, no earlier than [REDACTED]; and
- b) in the case of termination by SCMG, no earlier than [REDACTED] and on either [REDACTED] or [REDACTED] in [REDACTED] thereafter.

For avoidance of doubt, SCMG will not issue refunds for payments already made in the event of termination for convenience unless otherwise agreed by the parties.

**13. Entire Agreement**

- 13.1 This Agreement represents the entire agreement of the parties in relation to the Funder's support of the Academy 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 8 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 Funder 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 [REDACTED] 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 [REDACTED] 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 [REDACTED] and [REDACTED], or on the next Business Day if sent after [REDACTED].

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

<b>Funder Details:</b>	<b>SCMG and Museum Details:</b>
BP plc 1 St James Square London SW1Y 4PD  [REDACTED]@bp.com	[REDACTED] Science Museum Exhibition Road London, SW7 2DD
Mandatory CC:  [REDACTED] [REDACTED]@uk.bp.com	Mandatory Cc:  [REDACTED] Science Museum Group Exhibition Road London, SW7 2DD

**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 (including but not limited to all material, papers, procedures, business methodologies, financial information, budget, public relations, advertising and commerce plans, ideas and strategies) of or about any other Party obtained pursuant to this Agreement or otherwise prior to it and in contemplation of it, unless permitted to do so by Clause 18.2 or Clause 18.3.

18.2 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.

18.3 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;
- d) the disclosure of which is required by law or by an order of a court of competent jurisdiction;
- e) a Party has given its written consent in accordance with Clause 18.2;
- f) the information is disclosed on a confidential basis to a Party's professional advisers for the purpose of advising that Party in connection with this Agreement; or
- g) the information is disclosed on a confidential basis either to a Party's officers and employees whose function requires the disclosure or to other persons who are engaged in the performance of that Party's obligations under this Agreement and who reasonably require the information for that purpose.

18.4 Each Party agrees that it will take all reasonable steps to protect the secrecy of and 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.

18.5 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.

18.6 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.

18.7 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 The Trustees and SCMG are subject to the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and as such each has respective 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. In the event that either SCMG or the Trustees receives an FOIA or EIR request that concerns the disclosure of information supplied directly or indirectly by or relating to the Funder ("Information Request"), it shall immediately notify the Funder (in any event within [REDACTED]) of the Information Request, unless prohibited by applicable law, so that the Funder may review and advise on the response to the Information Request 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.

19.2 With respect to any Information Requests, SCMG and the Trustees shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by each other and to the Funder to enable each Party to comply with their obligations under an Information Request;
- (b) provide the other Party and/or the Funder with a copy of all information that has been requested as part of the Information Request which is in its possession or control and held on behalf of the other party within [REDACTED] Business Days of such other Party requesting such information; and
- (c) not respond directly to an Information Request addressed to the other Party unless authorised in writing to do so by such other Party.

**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 SCMG Group values. SCMG requires all prospective and current partners to achieve the following on the TPI Tool: (i) 'Level 4 or better' on the TPI Tool's 'Management Quality Index' no later than 31st March 2023; and (ii) alignment with the Paris 1.5 degree pathway on TPI Tool's Carbon Performance Index no later than 31st March 2024 (together the "Indices");.

20.3 Due diligence shall be reviewed by SCMG for the Funder in respect of the Indices on an annual basis during the Term. If the Funder's ranking on the TPI Tool falls below either or both of the levels stipulated in Clause 20.2 above (the "Required Levels") on the Indices during the Term, the

Funder will be given a 12 month period within which to ensure compliance with the Required Levels, failing which SCMG shall be entitled to terminate this Agreement.

**21. Dispute Resolution**

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

**21.1 Internal Mediation**

Subject to Clause 21.3 below, any dispute which may arise between the parties concerning this Agreement shall be determined in the first instance as follows:

- a) by negotiation between the SCMG Representative and the Funder Representative;
- b) if the negotiation at sub-Clause 21.1.a fails, by negotiation between a Director of the Science Museum on behalf of SCMG and the Trustees, and a Senior Vice President or other appropriate designate on behalf of the Funder; and
- c) if the negotiation at sub-Clause 21.1.b fails, the dispute shall be finally settled by mediation in accordance with Clause 21.2.

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.

**21.2 Mediation**

Subject to Clauses 21.1 and 21.3, all disputes arising out of or in connection with this Agreement shall be referred to and finally resolved by mediation, to take place in England. The parties shall agree in good faith the identity of the mediator and jointly appoint the mediator.

**21.3 Injunctive Relief**

Clauses 21.1 and 21.2 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:

- 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 Funder 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.

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 shall be extended by the period for which such Force Majeure Event continues to prevent or delay performance.

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.

### **23. Compliance with Anti-Corruption Laws**

23.1 In connection with this Agreement, including the scope of work hereunder, SCMG represents, warrants, and covenants as follows (referred to herein as the "**Anti-Corruption Obligations**"):

- a) SCMG and its owners, officers, directors and employees shall not offer, give, promise to give, authorise giving, solicit, accept or agree to accept; to or from any person (including public and private individuals); directly or indirectly; anything of value (monetary or nonmonetary, without limitation); in order to obtain, influence, induce, or reward any improper advantage;
- b) SCMG and its owners, officers, directors and employees have complied and shall comply with all anti-bribery and/or corruption and anti-money laundering laws, rules, regulations or equivalent applicable to SCMG expressly including, but not limited to, the laws of the United Kingdom (such as the Bribery Act 2010), and all successor legislation ("**Anti-Corruption Laws**"); and
- c) SCMG and its owners, officers, directors and employees shall make and keep books, records and accounts which, in reasonable detail, accurately and fairly reflect transactions and payments.

23.2 SCMG represents, warrants, and covenants that (herein referred to as "**Disclosure Obligations**"):

- a) except as otherwise disclosing in writing to the Funder, to SCMG's knowledge, following reasonable inquiry, neither it nor any of its owners, directors, officers or key employees, have, in the last five years:
  - (i) been convicted of any offence involving bribery, corruption, money laundering, fraud or dishonesty; or
  - (ii) been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering;
- b) subject to any relevant data privacy law or express legal prohibition, SCMG shall immediately report to the funder in writing, if at any time during the term of this Agreement, there are any violations of this Clause 23, including but not limited to any actual or suspected breach of the Anti-Corruption Obligations or if the statements in Clauses 23.2 a) or 23.2 b) become inaccurate for any reason; and
- c) to the extent that disclosures are made pursuant to Clauses 23.2 a), 23.2 b) or 23.2 c) SCMG shall, in consultation with the Funder, take reasonable, good faith efforts to mitigate any actual, potential or reasonably perceived breach of the Anti-Corruption Obligations associated with the information disclosed.

23.3 SCMG represents, warrants, and covenants (herein referred to as "**Compliance Obligations**"):

- a) SCMG has in place, and shall maintain and enforce policies and procedures which are reasonably designed and implemented to ensure compliance the Anti-Corruption Obligations and the Disclosure Obligations as well as the other representations, warranties and covenants contained within this Clause 23, including, but not limited to:

- (i) the maintenance of an internal accounting controls system sufficient to ensure proper authorisation, recording and reporting of all transactions and payments made by the SCMG and to ensure, and enable the Funder to verify, SCMG's compliance with the Anti-Corruption Obligations and Disclosure Obligations;
- (ii) and
- (iii) required steps to detect non-compliance with the Anti-Corruption Obligations and Disclosure Obligations including risk-based auditing and monitoring of SCMG.

**24. 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 Funder 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.

**25. 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.

**26. 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.

**27. 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 and 19) shall remain in full force and effect.

**28. 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



Signed by: 

Position: 

Date: 

BP INTERNATIONAL LIMITED



Signed by:

Position:

Date: 

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: Ian Blatchford

Position: Director of the Science Museum  
for and on behalf of THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM

Date: 

**SCHEDULE 3**

**DESIGNATIONS**

“FOUNDING PARTNER: BP”

SCHEDULE 4

MUSEUM MARKS

# SCIENCE MUSEUM

SCHEDULE 5

FUNDER MARKS

