DATED 26th February 2021

SCMG ENTERPRISES LIMITED

- and -

SHELL INTERNATIONAL LIMITED

- and -

THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM

________________________________________

SPONSORSHIP AGREEMENT

relating to the sponsorship of the Our Future Planet: can carbon capture help us fight climate change? Exhibition

________________________________________
THIS AGREEMENT is made the 26th day of February, 2021

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) **SHELL INTERNATIONAL LIMITED** a company registered under the laws of England and Wales (company no. 03075807) whose registered office is at Shell Centre, 2 York Road, London, SE1 7NA (“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) SCMG and the Trustees are planning to create a new exhibition at the Science Museum, provisionally to be called “Our Future Planet: can carbon capture help us fight climate change?” as further described below as “the Exhibition”.

(D) The Sponsor wishes to sponsor the Exhibition 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:

“Affiliate” means a Party’s ultimate parent company or a legal entity which the Party or the Party’s ultimate parent company directly or indirectly, through one or more intermediaries, controls. For this purpose: (i) a company is directly controlled by another company or companies if that latter company beneficially owns or those latter companies together beneficially own fifty per cent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and (ii) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series;
"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;

"Anti-Bribery Laws" means the United States Foreign Corrupt Practices Act of 1977 (if applicable) and the United Kingdom Bribery Act 2010 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person;

"Associated Activity" means any activity or activities that SCMG may choose to create and develop around the Exhibition to support the aims of the Exhibition and to support the Sponsorship Benefits;

"Auditor" means an independent financial body to be instructed and paid for by the parties, to determine the value of the undelivered Sponsorship Benefits either in whole or in part;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London for the transaction of general business;

"Commencement Date" means the date of signature of this Agreement by all Parties;

"Core Period" means the period between 1 January 2021 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 4;

"Expiry Date" means the date on which the Exhibition is due to close to the public, or no later than 31 October 2022, whichever is soonest;

"Exhibition" means the exhibition that the Trustees and SCMG plan to develop in the Tomorrow’s World Gallery at the Science Museum to be known as the Our Future Planet: can carbon capture help us fight climate change? exhibition, or such other name as the Trustees and SCMG may decide;

"Exhibition Material" means materials or literature produced for the advertisement or promotion of the Exhibition by or for
SCMG and/or the Trustees, including any website(s) or social media sites developed in connection with the Exhibition;

"Exhibition Opening Date" means the date on which the Exhibition officially opens to the public, which at the Commencement Date is planned to be 1 April 2021 or such other date as agreed between the Parties;

"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:

a) fire, flood, earthquake, storm, power failures, elements of nature or act of God;

b) war, riot, civil disorder, acts of terrorism, explosion, rebellion or revolution; or

c) act of regulatory authority or local or national government;

"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;

"Government Official" means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organisation, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing;

"Hire Agreement" means the standard terms of hire set out in Schedule 7, and as amended from time to time;

"Intellectual Property Rights" any of the following existing anywhere in the world:

(i) copyright, design rights (registered or unregistered), patents, inventions, logos, business names, service marks and trade marks (registered or unregistered), internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or
unregistered, rights in the nature of unfair competition and the right to sue for passing off;

(ii) applications for registration, and the right to apply for registration, for any of these rights; and

(iii) all other intellectual property rights and equivalent or similar forms of protection

“Lates” means the event hosted by the Science Museum during the evening of the last Wednesday of each month with the exception of December. SCM aims to host up to 11 (eleven) Lates events per year. The event is exclusively for audiences aged 18 and over;

"Laws" means the national and local laws of England and Wales in place from time to time whether by way of statute, regulation, bye-law or other valid and enacted primary or secondary national or local legislation;

“Mark” means the Museum Mark or the Sponsor Mark and where referred to in the plural, both of these Marks collectively;

"Museum Mark" means the current names, logos and trade marks belonging to SCMG and/or the Trustees 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 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;

“SBI” means Shell Brands International AG, the Affiliate of Sponsor that owns the Shell Mark;

"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 (Shildon), National Railway Museum (York), National Science and Media Museum (Bradford) and the Science and Industry Museum (Manchester);

"SCMG Representative" means Senior Development Manager 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 VAT payable in accordance with Clause 4;

"Sponsor Mark" means the current names, logos and trade marks belonging to the Sponsor which are set out in Schedule 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 SCMG for use in accordance with this Agreement from time to time during the Term;

“Sponsor Brand Guidelines” means the brand and marketing guidelines issued by the Sponsor or SBI, as set out in Schedule 5, as amended from time to time;

"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, or such other person(s) with equivalent responsibility and authority as the Sponsor may notify to SCMG from time to time in writing;

"Term" means the period from the Commencement Date until the Expiry Date;

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 14, remain in force for the Term.

3. **No Exclusivity**

3.1 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, including the Exhibition; or

c) offering tours of, and making the hospitality facilities available (through corporate hire) at, the Science Museum for the benefit of third parties.

4. **Financial Provisions**

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

a) on or before [ ]

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

4.3 SCMG shall issue an invoice for the Sponsorship Fee no later than [ ] unless otherwise agreed by the parties, and the Sponsor shall settle such invoice by no later than the relevant deadline for the payment stated in Clause 4.1. All payments due under this Agreement shall be made by electronic transfer to the bank account for the time being of SCMG or by any other method of payment set out on that invoice or as agreed between SCMG and the Sponsor.
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 8% above 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;

in each case until the Sponsorship Fee is paid in full.

All sums due to SCMG under this Agreement shall be made in full, free of any withholding, deduction, set-off or counterclaim.

The Sponsor’s Obligations

The Sponsor undertakes that it shall use its reasonable endeavours to market and promote the Exhibition to the Sponsor’s clients, UK staff and to the general public.

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 Exhibition or the Science Museum.

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 Exhibition or Exhibition Material.

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.

The Sponsor shall give SCMG a period of at least five (5) Business Days for approval of any Sponsor Promotional Materials that concern the Exhibition, the Trustees or the Science Museum.

SCMG Obligations

SCMG undertakes that during the Term it shall use its reasonable endeavours to market and promote the Exhibition to all Science Museum visitors, clients and staff, and to the general public.

SCMG shall retain editorial control of, and use its reasonable endeavours on the research, development, design and delivery of the Exhibition and the Exhibition Material.

Without prejudice to Clause 6.2, comply at all times with the Sponsor Brand Guidelines in connection with uses of the Sponsor Mark.

SCMG shall deliver the Sponsorship Benefits set out in Schedule 1.

SCMG shall use reasonable endeavours to organise, promote, manage, maintain and deliver the content of the Exhibition 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 Exhibition 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 Sponsor Representative informed as to the progress of the Exhibition and its public display.

6.7 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 Exhibition (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 Exhibition and the Exhibition Material and all merchandise (if any) associated with, and programme of events at, the Exhibition, the Associated Activities and/or the Science Museum.

7.2 The Sponsor shall not reproduce or use any SCMG Content without the express prior written consent of SCMG (not to be unreasonably withheld or delayed). SCMG and the Trustees reserve the right without restriction to use SCMG Content for the purposes of the Exhibition and the Associated Activities and for purposes unrelated to this Agreement, without recognition of the Sponsor.

8. Consultation and Approval

8.1 Subject to Clause 8.2, SCMG and the Trustees shall not refer to the Sponsor in any respect and the Sponsor shall not refer to SCMG or the Trustees in any respect, and nor shall either Party use the other Party’s Marks in all cases, without first consulting with and obtaining approval from that other Party (as the case may be) as set out in Clause 8.2.

8.2 On each occasion a period of 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, internal reporting documentation, or marketing material provided that such references shall be made in good faith and not include any material that could reasonably be foreseen to damage the reputation of the Party being referred to; or

8.2.2 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:

9.1.2 the development of the Exhibition is cancelled by SCMG or the Trustees at any time during the Term for any reason whatsoever; or
9.1.3 the Exhibition Opening Date is delayed by twelve (12) months or more; or

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

SCMG shall be obliged to provide equivalent Alternative Benefits to the value of the undelivered Sponsorship Benefits. The Parties shall meet in good faith within fourteen (14) days to discuss possible Alternative Benefits. Where there is disagreement, the Parties shall jointly appoint an independent Auditor to review the Payments Schedule and determine the value of the undelivered Sponsorship Benefits.

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

10. Intellectual Property

10.1 Subject to the terms of this Agreement, the Sponsor grants SCMG and/or the Trustees a non-transferable, non-exclusive, royalty-free revocable (in the event of breach) licence during the Term to use, reproduce, display and/or apply the Sponsor Mark to deliver the Sponsorship Benefits, on the Exhibition Materials and otherwise in connection with the Exhibition 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, provided that each item of the Exhibition Material bearing the Sponsor Marks and each use of the Sponsor Mark in connection with the Exhibition or Associated Activities is submitted to and approved by the Sponsor in accordance with Clause 8 above. SCMG shall comply with the Sponsor Brand Guidelines and with any written guidelines or terms and conditions provided for use of the Sponsor Mark provided by the Sponsor.

10.2 SCMG and the Trustees will cease to use and remove all existing uses of the Sponsor’s Mark in the Exhibition and on Exhibition Materials on receiving three (3) months written notice to do so.

10.3 SCMG and the Trustees grant to the Sponsor a non-transferable, non-exclusive, royalty-free licence to use the Museum 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 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 transfer, licence, modify, or alter, in whatever manner, whether free of charge or otherwise, the other Party’s Mark;

10.4.2 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);

10.4.3 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

10.4.4 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/SBI, 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 Exhibition, Exhibition 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.

10.9 SCMG agrees to promptly inform Sponsor of any infringement of the Shell Mark which comes to its attention and agrees to not take any steps nor make any admissions regarding any such infringement but shall provide, at the cost of Sponsor, all such assistance which Sponsor and/or SBI may reasonably require in taking any action against any such infringement. Sponsor shall be responsible for the cost of any legal proceedings which is required to be taken against any such infringement, and shall be entitled to any damages, account of profits or costs which may be obtained or awarded.

11. **Data Protection**

11.1 Each Party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including, without limitation, the Data Protection Act 2018 and the EU General Data Protection Regulation 2016/679 (GDPR).

11.2 The Parties agree that they are each data controller for the purposes of data protection legislation.

11.3 The Parties agree to comply with the terms of Schedule 6 of this Agreement (Data Sharing Schedule).

12. **Conduct of Business**

12.1 The Trustees and SCMG acknowledge that:

(a) they have received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at www.shell.com/sgbp);

(b) they have received a copy of the Shell Code of Conduct (or alternatively have taken note of the Shell Code of Conduct at http://www.shell.com/home/content/aboutshell/who_we_are/our_values/code_of_conduct/);
(c) they have been made aware of the Shell Global Helpline at http://www.shell.com/home/content/aboutshell/who_we_are/our_values/compliance_helpline/.

12.2 The Trustees and SCMG hereby agree that they shall adhere to the principles contained in the Shell General Business Principles (or where SCMG has equivalent principles or policies, to those equivalent principles or policies) in all their dealings with, for or on behalf of Sponsor in connection with this Agreement, recognising that SCMG is a charitable organisation and not all principles in the Shell General Business Principles will be applicable. The Trustees and SCMG shall notify the Sponsor immediately if they become aware of any behaviour in connection with this Agreement by the Trustee’s or SCMG’s staff which is, or may be, inconsistent with the Shell General Business Principles, the Shell Code of Conduct or, where the Trustees and/or SCMG has adopted equivalent principles, their equivalent principles.

13. **Warranties, Insurance and Indemnity**

13.1 Each Party warrants and represents to the other two Parties that:

13.1.1 it has the right to enter into this Agreement;

13.1.2 this Agreement has been validly executed by a duly authorised representative, and once executed, will impose valid and binding legal obligations upon it;

13.1.3 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;

13.1.4 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 2018;

13.1.5 it will comply with all Anti-Bribery Laws applicable to the performance of this Agreement and shall ensure that it has in place adequate procedure governing compliance with Anti-Bribery Laws;

13.1.6 it has not made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/or (ii) violate the Anti-Bribery Laws;

13.1.7 it will immediately notify each of the other parties if in connection with this Agreement or the business resulting therefrom it receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or advantage of the type mentioned in Clause 13.1.6;

13.2 The Trustees and SCMG represent and warrant that they are not a Government Official or other person who could assert illegal influence on behalf of the Sponsor or its Affiliates. If any of the foregoing becomes a Government Official, the Trustees and/or the SCMG shall promptly notify the Sponsor.

13.3 The Sponsor confirms that the Sponsorship Fee was expressly made on the basis that Anti-Bribery Laws and the Shell General Business Principles would not be violated.

13.4 Save to the extent that its liability may not be excluded or limited by applicable law, the Trustees, SCMG and the Sponsor shall not be liable to each other (whether in negligence, contract, tort or otherwise) for any loss of business, loss of anticipated or actual profit, loss of goodwill or reputation, loss caused by business interruption or any indirect, special or consequential cost, expense, loss or damage), even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the parties.
arising out of the exercise of the rights granted hereunder, or the implementation of any advice or assistance provided by or on behalf a Party,

13.5 Subject to Clauses 13.6, 13.7 and anything to the contrary contained in Schedule 7 Hire Agreement relating to the hireage by the Sponsor of any Designated Space and any obligation on the Sponsor to pay Sponsorship Fees in 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].

13.6 Notwithstanding Clause 13.5, the Sponsor (the "Indemnifying Party") 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 by the other Party up to a limit of [redacted] for any one incident or a series of connected incidents in any twelve month period arising from any claim that the use of the Indemnifying Party’s Marks by the Indemnified Party in accordance with this Agreement is an infringement of the rights of any third party, provided that:

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.

13.7 Nothing in this Agreement in intended and nor shall it be construed as an attempt by any Party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable Law, including liability for death or personal injury caused by negligence or for fraud.

14. Termination

14.1 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.

14.2 Without prejudice to its rights under Clause 14.1, the Sponsor may terminate this Agreement by giving written notice to SCMG if:
a) the Sponsor believes that any use of the Shell Mark by SCMG and/or the Trustees, or any activities carried out by SCMG and/or the Trustees at sites where the Shell Mark are used or displayed by SCMG and/or the Trustees, has had or is likely to have an adverse effect on the distinctiveness, validity or reputation of the Shell Mark, or on the reputation of the Sponsor or any of its Affiliates; or

b) the Trustees and/or SCMG challenges the validity or ownership of the Shell Mark.

14.3 If agreement cannot be reached under Clause 9.1 within six (6) months of the matter being referred to the Auditor the Sponsor may terminate the Agreement immediately upon written notice to SCMG.

14.4 If the Sponsor exercises its right to terminate this Agreement under this Clause 14, SCMG shall refund to the Sponsor the Sponsorship Fee (to the extent that it has not been spent or committed) to the value of the undelivered Sponsorship Benefits 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.

14.5 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 Funder Lock Up and the Museum Marks and any Exhibition 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.

14.6 Termination for any reason or expiry of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination or expiry

15. **Entire Agreement**

15.1 This Agreement represents the entire agreement of the parties in relation to the Sponsor's sponsorship of the Exhibition 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.

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

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

16. **Assignment**
16.1 Subject to Clause 16.2, 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.

16.2 SCMG shall be entitled to assign or novate the benefit of 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.

17. **Waiver and Severance**

17.1 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.

17.2 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.

18. **Notices**

18.1 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) via email

18.2 Any notice given under Clause 18.1 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);

c) if sent by email, at the time of transmission; and

d) in each case, provided that no notification is received by the sender that the letter was not delivered.

18.3 Until notified to the contrary, notices in accordance with this Clause 18 shall be sent to:
19. **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.

20. **Confidentiality**

20.1 Each Party agrees to maintain secret and confidential (i) the terms of this Agreement and (ii) any confidential information of or about any other Party obtained pursuant to this Agreement or otherwise prior to it and in contemplation of it. Each Party further agrees to use such information only for the purposes of this Agreement and shall not disclose such information about any other Party or the terms of this Agreement to any third party without the express prior written permission of the Party to which that information relates.

20.2 The obligations of confidentiality set out in this Clause 20 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.

20.3 For the avoidance of doubt, the fact of the Sponsorship under this Agreement shall not be confidential information.
20.4 For the purposes of this Clause 20.4, the Sponsor acknowledges that SCMG and the Trustees are a public authority for the purposes of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs") and as such have statutory duties to disclose certain information held by it if such information is requested from it, subject to the application of any exemptions contained in the FOIA and EIRs. Notwithstanding the foregoing, the amount of the Sponsorship Fee is to be considered as information, the disclosure of which would be prejudicial to the commercial interests of the Sponsor for the purposes of the Freedom of Information Act.

20.5 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.

20.6 The confidentiality obligations of all Parties under this Clause 20 shall survive the expiry or termination of this Agreement for whatever reason.

21. **Dispute Resolution**

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 Sponsor Representative;

b) if the negotiation at sub-Clause 21.1.1 fails, by negotiation between Director of the Science Museum on behalf of SCMG and the Trustees, and GM ER UK, Nordics & South Africa on behalf the Sponsor; and

c) if the negotiation at sub-Clause 21.1.2 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 14 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 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.

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.

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. 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.

24. 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.

25. 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, 14.4, 14.5, 20 and 21) shall remain in full force and effect.

26. 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: [Redacted]
Position: [Redacted]
Date: 01/03/21

SHELL INTERNATIONAL LIMITED

Signed by: [Redacted]
Position: [Redacted]
Date: 26th February 2021

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: Director of the Science Museum

for and on behalf of THE BOARD OF TRUSTEES OF THE SCIENCE MUSEUM
Date: 02/03/21
SCHEDULE 3
MUSEUM MARKS

SCIENCE MUSEUM
SCHEDULE 4

SPONSOR MARKS

Pecten exclusion zone

[Diagram of Pecten exclusion zone with Shell logo]
SCHEDULE 5
SPONSOR BRAND GUIDELINES

- Please ensure that there always is enough exclusion zone (clear space) on all four sides of the Pecten. The exclusion zone is created based on a clear space equal to 50% of the Pecten’s width, as depicted in the visual below - no creative or design elements, text, headlines or other logos can appear within this area;

- Note that the Pecten can only be used in conjunction with Shell’s sponsorship, please use descriptive text, such as “Sponsored by” or “Supported by”;

- Avoid putting the Pecten logo on dark backgrounds. If you want to have it on a black background, please put the logo in a white background panel.

- Kindly share the final design with @shell.com in order that we may review the final Pecten placement.
SCHEDULE 6
DATA SHARING SCHEDULE

1. DEFINITIONS

1.1 In this Schedule the following words and phrases shall have the following meanings unless the context requires a different meaning:

“Data Discloser” Means the party disclosing Personal Information or on whose behalf Personal Data is disclosed

“Data Receiver” Means the party to whom Personal Data is disclosed by or on behalf of the Data Discloser

“Data Protection Legislation” means the General Data Protection Regulation as enacted into English law (GDPR) as revised and superseded from time to time; (iii) Directive 2002/58/EC as revised and superseded from time to time; and (iv) any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant data protection or supervisory authority

“Personal Data Breach” a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data

“Purpose" has the meaning given to it in Clause 2

“Security Incident” means an unauthorised or unlawful processing or any accidental loss, destruction, damage, alteration or disclosure of Personal Data while in the possession or under the control of the Receiving Party or a Recipient

“Shared Personal Data” means the personal data to be shared between the parties under Clause 2

“Supervisory Body” the relevant supervisory authority in the countries of incorporation of the parties to this Agreement

“Term” means the term of this Agreement.

1.2 Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing and “appropriate technical and organisational measures” shall have the meanings given to them in the Data Protection Legislation.

1.3 In this Agreement, where the context so requires, the singular includes the plural and vice-versa; and references to statutory provisions include any provisions that amend, replace or supplement them.
1.4 In this Agreement, Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

1.5 In this Agreement, a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2. DATA SHARING

2.1 This Agreement sets out the framework for the sharing of Personal Data between the parties as Controllers.

2.2 The Parties may share Personal Data in order to perform the activities set out in the Agreement.

2.3 Under the Agreement, SCMG and/or the Sponsor may host events at the Science Museum. Accordingly, the Parties consider this data sharing initiative necessary in order to perform the Associated Activities (the “Purpose”).

2.4 The Parties agree to process Shared Personal Data only in connection with the Purpose and clause 2.2.

2.5 The following types of Personal Data will be shared between the Parties during the Term:
   - As regards Science Museum event guests: name, job title, work email address, work telephone number.

2.6 Special categories of Personal Data will not be shared between the Parties.

2.7 Each party represents and warrants as of the date of the relevant data sharing that it is entitled to provide the Shared Personal Data to the Data Receiver for use in accordance with this Agreement.

2.8 Obligations under this Agreement in relation to Shared Personal Data apply to the Data Receiver in relation to such Shared Personal Data received by it from the other Party and do not apply to (i) the Data Discloser in relation to such Shared Personal Data disclosed by it (other than Clause 2.7), or (ii) to the Data Receiver in relation to the same personal data if it receives it from another source not in connection with this Agreement and/or the Purpose.

3. COMPLIANCE WITH LAWS

3.1 Each Party shall comply with Data Protection Legislation at all times during the Term.

3.2 Each Party represents on the date of this Agreement that it has and undertakes that it shall maintain such valid registrations as are required by its national Supervisory Authority which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to this Agreement, unless an exemption applies.

4. LAWFUL, FAIR AND TRANSPARENT PROCESSING

4.1 Each Party shall ensure that it processes the Shared Personal Data (i) in compliance with all Data Protection Legislation; and (ii) fairly and lawfully in accordance with Clause 4.2 during the Term of this Agreement.

4.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.

4.3 Each Party shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation.
Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including:

4.3.1 if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer; and;

4.3.2 if Shared Personal Data will be transferred outside the EEA pursuant to this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the data subject to understand the purpose and risks of such transfer.

5. DATA SUBJECT RIGHTS

5.1 The Data Receiver shall respond to exercises by Data Subjects of his or her rights under Article 15 of the GDPR (subject access requests) in relation to Shared Personal Data in accordance with the Data Protection Legislation.

5.2 Each Party shall maintain a record of individual requests for information, the decisions made and any information that was exchanged in relation to Shared Personal Data. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

6. DATA RETENTION

6.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Purposes.

6.2 Notwithstanding Clause 6.1, the parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry.

7. TRANSFERS

7.1 For the purposes of this Clause, transfers of personal data shall mean any sharing of personal data by the Data Receiver with a third party, and shall include, but is not limited to, the following:

7.1.1 using a third party as a processor of Shared Personal Data; and

7.1.2 granting a third party controller access to the Shared Personal Data.

7.2 If the Data Receiver appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR.

7.3 The Data Receiver may not transfer Shared Personal Data to a third party located outside the UK or the EEA unless it complies with applicable law.

8. SECURITY AND TRAINING

8.1 The Data Receiver undertakes to have in place throughout the Term (and thereafter for as long any Shared Personal Data is held) appropriate technical and organisational security measures to:

8.1.1 prevent unauthorised or unlawful processing of the Shared Personal Data and the accidental loss or destruction of, or damage to, the Shared Personal Data; and
8.1.2 ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Shared Personal Data to be protected;

8.2 The level of technical and organizational measures shall include, but are not limited to, the deployment of appropriate encryption solutions to protect Personal Data and the implementation of adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data.

8.3 It is the responsibility of the Data Receiver to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures set out above together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of Personal Data.

8.4 The level, content and regularity of training referred to above shall be proportionate to the staff members’ role, responsibility and frequency with respect to their handling and processing of the Shared Personal Data.

9. PERSONAL DATA BREACHES AND REPORTING PROCEDURES

9.1 The Parties shall each comply with its obligation to report a Personal Data Breach in relation to Shared Personal Data to the appropriate Supervisory Authority and (where applicable) Data Subjects under Article 33 of the GDPR.

10. DIRECT MARKETING

10.1 Data Receiver shall not process the Shared Personal Data for the purposes of direct marketing