

This agreement is dated 20th November 2020

Parties

- (1) THE BRITISH MUSEUM GREAT COURT LIMITED, a company incorporated and registered in England and Wales with number 04098945 and a wholly-owned affiliate of the Trustees of the British Museum, having its registered office at Great Russell Street, London WC1B 3DG (the "**Company**"); and
- (2) BP INTERNATIONAL LIMITED, a company incorporated and registered in England and Wales with number 00542515, having its registered office at Chertsey Road, Sunbury on Thames, W16 7BP (the "**Sponsor**").

Background

- (A) The Company and the Sponsor are parties to an agreement dated 26 May 2016 for the Company to provide certain benefits to the Sponsor in exchange for its sponsorship of certain exhibitions at the British Museum (the "**Agreement**").
- (B) Due to the impact of COVID-19 and the UK Government's response, and in consideration of the payment by each party to the other of the sum of one pound (£1.00), the receipt and sufficiency of which is acknowledged by each party, the parties agree to extend the period of the Agreement. Consequently, the parties wish to amend the Agreement as set out in this contract with effect from the date of this contract (the "**Variation Date**").

Agreed terms

1. Terms defined in the Agreement

Where used in this contract, expressions defined in the Agreement have the meaning set out therein. The rules of interpretation set out in the Agreement apply to this contract.

2. Variation

2.1 With effect from the Variation Date the Parties agree the following amendments to the Agreement:

a)	Clause 1.1 definition of "Annual Payment" amended:	"Annual Payment" means the sum of [REDACTED] per annum for each of the calendar years 2018, 2019, 2020, 2021 and 2022;
b)	Clause 1.1 definition	"Term" means the period commencing on 1 January 2018 and

	of "Term" amended:	terminating on the sooner of (i) the final date of the fifth BP Exhibition so designated under Clause 2.2 and (ii) 31 December 2023 unless ended earlier pursuant to Sub-clause 7.3;
c)	Clause 2.1.2 amended:	2.1.2 to pay BP Exhibition Sponsorship fees to the Company in instalments by way of Annual Payment (together with applicable Value Added Tax or other government or international tax, levy or duty chargeable thereon which the Sponsor shall be liable to pay as an additional amount at the rate and in the manner from time to time prescribed by law) within 30 days of receipt of the Company's invoice on or after the 1 st day of January in each of 2018, 2019, 2020, 2021 and 2022 or on such other dates as the parties may agree;

2.1 Except as set out in clause 2.1, the Agreement shall continue in full force and effect.

3. Counterparts

3.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

3.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If the email method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

3.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.


4. Governing law


This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

5. Jurisdiction

- 5.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

This document has been executed as a contract and is delivered and takes effect on the date stated at the beginning of it.

Signed 
duly authorised for and on behalf of
The British Museum Great Court Limited

Signed 
by.....
duly authorised for and on behalf of
BP International Limited

THE BRITISH MUSEUM GREAT COURT LIMITED

and

BP INTERNATIONAL LIMITED

Agreement for BP Special Exhibitions

THIS AGREEMENT is made the

23rd

day of

May

2016

BETWEEN

- (1) **THE BRITISH MUSEUM GREAT COURT LIMITED**, a wholly owned affiliate of The Trustees of The British Museum, having its registered office at Great Russell Street, London with registered number 4098945 ("the Company"); and
- (2) **BP INTERNATIONAL LIMITED** whose registered office is situated at Chertsey Road, Sunbury on Thames, TW16 7BP with registered number 00542515 ("the Sponsor").

WHEREAS

- (A) The Trustees of the British Museum are an exempt charity and a body corporate with perpetual succession and a common seal by virtue of section 1 British Museum Act 1963 and section 22 and Schedule 3 (paragraph 17) Charities Act 2011 ("the Trustees") pursuant to which they have the general management and control of the premises known as The British Museum, Great Russell Street, Bloomsbury, London ("the British Museum");
- (B) The primary purpose of the Trustees is to illuminate and present to future generations throughout the world the histories of cultures by preserving, enhancing and researching the unique, national collections of antiquities, prints and drawings, ethnography, and coins and medals held at the British Museum;
- (C) The Trustees seek sponsorship for certain exhibitions comprised in the Trustees' exhibitions programme over the Term (defined below) and the Sponsor has agreed during the Term to sponsor selected exhibitions included in such programme on the terms of this Agreement in the Total Amount (below defined);
- (D) The Trustees have incorporated the Company with objects *inter alia* to provide and procure the provision of services and activities in furtherance of the interests of the Trustees which do not fall within their primary purpose;
- (E) The Company has the authority of the Trustees to make the commitments on behalf of the Trustees and to provide, and the Sponsor is desirous to secure, certain benefits on the terms and conditions herein below set out.

NOW IT IS HEREBY AGREED as follows:

1.1 In the Agreement and the Schedules hereto "the Company" "the Sponsor" "the Trustees" and the "the British Museum" shall have meanings above provided and the following expressions shall have the meanings set opposite them unless the context otherwise admits:

"Accredited Caterer"	means the catering contractor hired by the Sponsor from the Trustees' list of accredited caterers for Events;
"Accredited Contractor"	means any contractor hired by the Sponsor from the Trustees' list of accredited contractors for Events;
"Annual Payment"	means the sum of [REDACTED] for the duration of the Term;
"BP Associated Companies"	means any subsidiary or holding company of the Sponsor or any subsidiary of any holding company of the Sponsor (and subsidiary and holding company shall have the meanings given in Section 736 of the Companies Act 1985 (as amended));
"BP Category Exclusivity Right"	means the right of the Sponsor set out in Sub-clause 3.3.2;
"BP Exhibition"	<p>means each public exhibition agreed as such in accordance with Clause 2.2 of this Agreement and on the following understanding between the parties:</p> <ul style="list-style-type: none"> • Public exhibitions at the British Museum are arranged in the different exhibition spaces within the Trustees' premises for differing time durations; • The number of exhibitions proposed and delivered will vary from year to year; • The costs and sponsorship fees of each exhibition vary from one exhibition to the next; • The current estimated costs of presenting any public exhibition are likely increase over the Term; and therefore • Each proposed public exhibition must be assessed on its own particular circumstances; • With the above caveats, the following guideline sponsorship prices are indicated by the Company, based on previous exhibitions with a 3-4 month duration at the date of this agreement: <ul style="list-style-type: none"> ○ Sainsbury Exhibition Gallery: [REDACTED] ○ Room 35: [REDACTED]
"BP Exhibition	means the sponsorship fee to be charged by the Company,

"Sponsorship Fee"	exclusive of any applicable Value Added Tax, in respect of an applicable BP Exhibition in such sum as shall be agreed between the parties upon the agreement of any BP Exhibition;
"Business Day"	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory holiday in England and Wales;
"Catalogue"	means the catalogue of any BP Exhibition to be published by the Publisher;
"Catering Area"	means the room or space (if any) at the British Museum to be used by the Accredited Caterer for the purpose of preparing food and refreshments for the Event;
"Company's Representative"	means such representative of the Company as the Company shall nominate in writing;
"Data Protection Legislation"	means any legislation in force from time to time which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC and any other similar national privacy legislation;
"Design Guidelines"	means the guidelines for the form, positioning, colouring, sizing and use of the Trustees' Marks available on application pursuant to Sub-clause 5.4 of this Agreement;
"Event"	means any of the private functions for which the Facilities are to be used by the Sponsor in accordance with the Sponsorship Rights;
"Exhibition Materials"	means the promotional, marketing and publicity material relating to each BP Exhibition
"Facilities"	means the facilities, including the Catering Area (if any) which are to be used for the purposes of the Event to be identified by the Sponsor and the Trustees pursuant to the terms of the Sponsorship Rights;
"Force Majeure"	means any failure or delay in the performance of the relevant party's obligations under this Agreement to the extent that such failure or delay is due to events, causes or circumstances wholly beyond that party's reasonable control (including, without limitation, any strike, lock-out or other form of industrial action, war, enemy hostilities, fire, flood or storm, acts of governmental or administrative authority, trade embargo or the imposition of sanctions or restrictions on imports and exports) of which it has given notice;
"Friends"	means the British Museum Friends, a company limited by guarantee (registered number: 4133346) and a registered charity

	(registered number: 1086080) existing to support and assist the Trustees in maintaining and expanding their collections and services to scholars and to the general public, whose registered office is situated at the British Museum;
"Hire Period"	means the period of time falling between the hours of the day during which Facilities are available together with the date upon which the Sponsor and the Company agree that Facilities shall be available to the Sponsor for an Event pursuant to the terms of the Sponsorship Rights;
"Intellectual Property Rights"	means patents, trademarks, service marks, registered designs, utility models, design rights, domain names and other Internet keywords, copyright (including copyright in computer software and databases), database rights, semi-conductor topography rights, inventions, trade secrets and other confidential information, know-how, business or trade names and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world whether registered or not or capable of registration or not and including all applications for, the right to apply for and to sue for past infringements of any of the foregoing rights;
"Images"	means photographic or other digital images of objects comprised in a BP Exhibition;
"Marketing Plan"	means has the meaning given to it in Clause 3.5;
"Marks"	the trade or service marks, logos or brands for the time being and from time to time adopted by and belonging to or properly used by a party to this agreement;
"Misrepresentation"	means any untrue statement made to a party upon which that party relied in entering into this Agreement;
"Permission"	means the permission from BP p.l.c. dated on or about the date of this Agreement and substantially in the form of the letter annexed to this Agreement, for the Company to display the Sponsor's Marks on Exhibition Materials;
"Publisher"	means Thames & Hudson Limited of 181A High Holborn, London, WC1V or such other publisher as the Company may from time to time nominate in writing;
"Special Requirements"	means any extra services in addition to the hire of the Facilities, to be provided by the Company to the Sponsor for the Event, which are described on any additional addendum to this Agreement;
"Sponsor's Marks"	means the Marks of BP p.l.c. to be supplied pursuant to the terms of Clause 4.3 (and more particularly set out in Schedule A of the

	Permission);
"Sponsorship Rights"	means the sponsorship rights applicable on an annual basis throughout the Term set out in Schedule 1 (<i>The Sponsorship Rights</i>) and the Appendices thereto;
"Term"	means the period of five years commencing on 1 January 2018 through 31 December 2022 unless ended earlier pursuant to Sub-clause 7.3;
"Total Amount"	means [REDACTED] exclusive of any applicable Value Added Tax which the Sponsor shall be liable to pay as an additional amount at the rate and in the manner from time to time prescribed by law;
"Trustees' Marks"	means the Marks of the Trustees to be supplied pursuant to the terms of Clauses 5.4 (and more specifically set out if the Design Guidelines and the annex to this Agreement);

1.2 References to the singular shall include references to the plural and to the masculine shall include references to the feminine and vice versa.

1.3 References to Clauses, Sub-clauses, Annexes, Appendices and Schedules are to clauses and sub-clauses of and annexes, appendices and schedules to, this Agreement. The Schedules Appendices and Annexes form part of this Agreement.

1.4 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

1.5 The description "The BP Exhibition" is the sponsorship title credit line for each BP Exhibition, which the parties agree they may by mutual agreement in writing decide to vary, in which event the terms of this Agreement shall be read and construed *mutatis mutandis* so that, if necessary, the varied words replace the words "BP Exhibition" throughout this Agreement and to the intent that this Agreement shall otherwise continue to be of full force and effect;

1.6 Reference to the Company shall where the context so admits be read and construed as references to the Company and/or the Trustees and it is hereby agreed the Contracts (Rights of Third Parties) Act 1999 shall apply to this Agreement to the intent only that its terms shall expressly confer the benefit of obligations:

1.6.1 upon the Publisher or the Friends rights which either may directly enforce against the Sponsor

1.6.2 upon the Trustees which they may directly enforce against the Sponsor

1.6.3 upon BP p.l.c., which it may enforce directly against the Company

but that otherwise nothing in this Agreement is intended to confer any rights on any person not a party to this Agreement and no consent of the Publisher the Friends the Trustees or BP p.l.c. shall be needed for the termination or amendment of this Agreement or any terms hereunder.

1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.8 The terms "personal data" "data processor" and "data controller" used in this clause 17 shall have meanings provided by the Data Protection Act 1998.

2. The Sponsorship and Sponsorship Payments

2.1 In consideration of the Company's undertakings under this Agreement, the Sponsor agrees subject to the terms and conditions of this Agreement:

2.1.1 to sponsor in the amount of the applicable BP Exhibition Sponsorship Fee certain exhibitions at the British Museum described herein as BP Exhibitions (and which shall each be known as The BP Exhibition) on the basis that the aggregated amount for BP Exhibition Sponsorship Fees sponsored during the Term shall not exceed the Total Amount without further agreement in writing between the parties;

2.1.2 to pay BP Exhibition Sponsorship Fees to the Company in instalments by way of Annual Payment (together with applicable Value Added Tax or other government or international tax, levy or duty chargeable thereon which the Sponsor shall be liable to pay as an additional amount at the rate and in the manner from time to time prescribed by law) within 30 days of receipt of the Company's invoice supplied in accordance with the notice provisions set out in Clause 16 (*Notices*) and delivered on or after 1st day of January in each year of the Term commencing on the 1st day of January 2018;

2.1.3 to observe and perform the terms and conditions of the provision of the Sponsor Benefits as the same are set out in this Agreement; and

2.1.4 to comply with all laws, statutes and regulations which may apply to its sponsorship of any BP Exhibition.

2.2 The identity of each of the BP Exhibitions and amount of the associated BP Exhibition Sponsorship Fee shall be agreed in writing between the parties from time to time during the Term.

2.3 If, during the Term, notwithstanding Clause 9.3, any BP Exhibition, or part thereof, cannot be commenced or is postponed or suspended for any reason of Force Majeure, then the Company shall, hold any unused or uncommitted portion of any Annual Payment paid by the Sponsor pursuant to Clause 2.1.2 above to such subsequent BP Exhibitions as shall be agreed between the parties pursuant to Clause 2.2.

2.4 The Sponsor agrees that:

2.4.1 the Trustees shall have the right to collect and receive 100% of any income received by the Trustees or from third parties including the Publisher from the sale of admission tickets for the BP Exhibition, the Catalogue and Exhibition Materials;

2.4.2 the Sponsor shall not make any reduction in Annual Payments pursuant to sub-clause 2.1.2 to take account of such income receipts by the Trustees or the Publisher;

2.4.3 the Sponsor shall keep safe and secure any transparencies or digital recorded data forming part of the Images and provided by the Company pursuant to Clause 3.9 below; and save as may be authorised in writing by the Company the Sponsor shall not sell, assign, transfer, pledge or charge them.

2.4.4 After the end of any BP Exhibition the Sponsor shall promptly return to the Company all such transparencies and digitally recorded data and save as expressly authorised by the Company in writing destroy all retained copies thereof.

2.4.5 Save as where otherwise agreed by the Company the Sponsor shall acknowledge the Trustees' interest in Images in the following words: © The Trustees of the British Museum (date of publication); all rights reserved;

2.4.6 The Sponsor shall not use nor cause or permit to be used any Images for any purpose other than as is expressly authorised by this Agreement without obtaining the prior written approval of the Company. For the avoidance of doubt this Agreement does not authorise:

- a) the use of Images for or in connection with the sale or supply of any goods or services;
- b) the creation from Images of any derivative commercial product or merchandise; or

c) the marketing, advertising, promoting, representing, offering for sale, sale or other distribution of any Images or any product or service containing, developed or derived from Images to any other party for payment or other valuable consideration;

2.4.7 The Sponsor shall undertake all accreditation and other measures necessary to ensure that its use of Images complies in all respects with any contractual or other legally binding obligations of the Trustees to any third party provided however, that the Company shall have advised the Sponsor of such obligations in advance;

2.4.8 the Sponsor shall not enter into any contractual relationship or other legally binding obligation with any third party which shall have the purpose or effect of encumbering the use of Images;

2.4.9 (unless otherwise expressly provided in this Agreement) it shall determine and answer definitively all requests for approvals or consultation made by the Company pursuant to this Agreement within 5 Business Days of receipt of any request; and

2.4.10 With the exception of the Sponsor's Marks, the Sponsor shall by way of present assignment hereby irrevocably assign to the Trustees and the Publisher jointly any future copyright in any original written materials specifically created by the Sponsor and provided by the Sponsor for inclusion in the Catalogue.

3. The Company's Undertakings

In consideration of the Sponsor's undertaking to sponsor the BP Exhibitions, the Company undertakes to the Sponsor that throughout the Term the Company shall:

3.1 procure the preparation and timely submission to the Sponsor of:

3.1.1 the right of first refusal of proposed special paying exhibitions at the British Museum (which submission shall include the proposed amount of any fee for the sponsorship of the same) for the purpose of selecting potential BP Exhibitions that will be subject to a BP Exhibition Sponsorship Fee; and

3.1.2 the Trustees' plan for each BP Exhibition, describing the proposed theme, aims and content thereof, no later than 6 months prior to the scheduled commencement date of such BP Exhibition;

3.2 (following written agreement by the Sponsor and the Company of the identification of any BP Exhibition and the amount of the BP Exhibition Sponsorship Fee pursuant to Clauses 2.2 and 3.1)

3.2.1 procure the organisation and mounting by the Trustees of such BP Exhibition in the British Museum

3.2.2 invoice the Sponsor for Annual Payments particularising the application of the same to applicable BP Exhibition Sponsorship Fees; and

3.2.3 hold Annual Payments on account against the Sponsor's liability for BP Exhibition Sponsorship Fees.

3.3 grant to the Sponsor:

3.3.1 the sole right of sponsorship of each BP Exhibition (and the Company shall not and shall procure that Trustees do not seek additional sponsorship without the prior written agreement of the Sponsor); and



3.4 supply, or procure the supply from the Publisher (or if applicable the Friends) of, the Sponsorship Rights exclusively to the Sponsor;

3.5 not later than four months before the start of each BP Exhibition:

3.5.1 provide the Sponsor with a proposed marketing plan for consultation, setting out the marketing campaign for such BP Exhibition; and

3.5.2 arrange a meeting with the Sponsor as soon as reasonably practicable thereafter to present the content of that marketing plan and seek the Sponsor's reasonable and timely approval for the marketing plan (such agreed plan, the "Marketing Plan") for the purpose of Clause 6; and thereafter the Company shall carry out the actions set out in (and act in accordance with) the Marketing Plan;

3.6 at about three months before the start of each BP Exhibition, participate in a meeting at a mutually convenient time, date and place, to be arranged by the Sponsor, to consult with the Sponsor about specific measurement indicators that will evaluate the success or impact of the BP Exhibition.

3.7 within six months of the end of each BP Exhibition provide the Sponsor with

3.7.1 a report setting out the measurement results referred to in Clause 3.6 above with respect to that BP Exhibition in such form as the Sponsor may reasonably require;

3.7.2 however if the six month period ends after December in the calendar year in which the applicable BP Exhibition falls the Company will, subject to availability, provide in advance of the report estimated headline figures for the applicable BP Exhibition for the following:

- (a) The total number of visitors to the BP Exhibition
- (b) The reach of the marketing campaign for the BP Exhibition; and
- (c) The ratecard value of the external media campaign for the BP Exhibition;

hold a meeting within two weeks of the provision of the report referred to in Clause 3.7 above to discuss such report and review the process that applied in relation to that BP Exhibition and agree any actions/changes that are identified as necessary as a result of such review;

3.8 on receipt of written notice from the Sponsor received on or before 31 December 2021, stating that the Sponsor wishes to negotiate a new sponsorship agreement terms substantially to those set out in Agreement, negotiate terms for a new sponsorship agreement in good faith;

3.9 (insofar as it is reasonably possible) supply and grant permission to make use of Images for the purposes of Sub-clause 5.4.2. In cases where copyright of any image does not rest with the Trustees, the Company shall use reasonable endeavours to obtain permission from the copyright holder for the Sponsor's use of that image; and

3.10 use all reasonable care and skill with respect, and to comply with all laws and regulations as may apply, to the organisation and implementation of each BP Exhibition and the provision of the Sponsorship Rights to the Sponsor, including health and safety requirements for which the Company or the Trustees are responsible under the terms of this Agreement, and shall liaise as necessary with all local and central governmental agencies.

3.11 consult with the Sponsor about the price and potential increases of admission tickets for any BP Exhibition.

4. Exhibition Materials

It is hereby agreed that the Company shall:

4.1 produce such Exhibition Materials as it may deem appropriate for the success of the BP Exhibitions;

4.2 submit all Exhibition Materials and all other printed matter, press releases, communications and advertisements that include references to the Sponsor, BP p.l.c. or the Sponsor's Marks, to the Sponsor for written approval at proof stage not fewer than 5 Business Days in advance (or such shorter period as may be agreed between the parties, it being agreed that market opportunity may exceptionally require Sponsor approval of certain Exhibition Materials on very short notice) prior to their intended publication or release date, or in the case of the Trustees' website, the date on which Exhibition Materials are uploaded and published and where necessary to work with the Sponsor to amend such materials in such a way as the Sponsor shall require;

4.3 use the Sponsor's Marks in accordance with the terms of the Permission;

4.4 conduct all communications with the press and media relating to each BP Exhibition through the Museum press office; and

4.5 refer any general press enquiries relating to BP p.l.c. or the Sponsor to the BP press office.

5. The Parties' Marks, etc.

5.1 The Sponsor shall procure the grant of the Permission from its parent company, BP p.l.c., to the Company for the sole purpose of the Company properly performing its obligations under this Agreement.

5.2 The Sponsor shall also procure the Permission for the Publisher for the purposes of the Catalogue.

5.3 If BP p.l.c. changes the Sponsor's Marks for any reason, the Sponsor has the right to change the Sponsor's Marks on all Exhibition Materials at the Sponsor's own cost (including covering the Company's reasonable internal costs). The Company will use all reasonable endeavours to co-operate with the Sponsor in ensuring that the changeover is made as quickly and efficiently as is reasonably possible.

5.4 For the duration of the Term the Sponsor may use:

5.4.1 the Trustees' Marks, on the terms and subject to the conditions (including the Design Guidelines) of the licence available from the Trustees at www.britishmuseum.org/logo¹; and

5.4.2 Images and other Exhibition Materials owned by and/or licensed by the Trustees, on the Company's non-transferable, non-exclusive, royalty-free, limited licence in order to promote and advertise the Sponsor's sponsorship of BP Exhibitions in all forms of media throughout the world (but for no other purpose), provided that the principle and samples of each use shall be subject to the prior approval in writing of the Company in each case having regard to the provisions of Clause 6.

5.5 It is agreed that any rights (including goodwill) that accrue from the Sponsor's use of the Trustees' Marks shall belong to the Trustees and that any such rights that accrue from the Company's use of the Sponsor's Marks shall belong to BP p.l.c. and the parties agree to execute any documents which may be necessary to vest the same in each other.

5.6 The Sponsor shall not make any use of the Trustees' Marks except strictly under the terms of and for the purposes of this Agreement.

5.7 Each of the parties shall as soon as it becomes aware thereof give the other full written particulars of any use or proposed use by any third party of the other's names, logos or marks or any trademarks, names, logos, get-ups or mode of promotion or advertising which might amount to an infringement of the other's names, logos or marks or to passing-off.

5.8 The Company shall have the sole conduct of all proceedings relating to the Trustees' Marks (or part thereof) and may at its own discretion decide what action (if any) to take in respect of any infringement or passing-off or allegation of the same. The Sponsor will give the Company full co-

¹ The Trustees' Marks and design guidelines are available to the Sponsor subject to applicable licence conditions on application at <www.britishmuseum.org/logo> a copy of which is annexed to this Agreement.

operation in any action, claim or proceedings brought or threatened in respect of the Trustees' Marks (or part thereof) relating to the BP Exhibitions at the Company's cost.

6. Good Repute

Each of the parties hereto shall take all reasonable and proper steps to ensure that it does nothing in pursuance of this Agreement that may bring the other into disrepute nor do anything to prejudice or damage the marks, brand or reputation of the other.

7. Duration

7.1 This Agreement shall, subject to Clause 9 below and this Clause 7, continue in force for so long as may be necessary for the Company to use up stocks of the Exhibition Materials which remain after all BP Exhibitions have ended, until the all Catalogues bearing the Sponsor's Marks (including co-editions and subsequent editions thereof) are no longer in print or until the expiration of the Term (whichever is the longer).

7.2 Subject to Clause 9 below, this Agreement may be terminated at any time by either party immediately by written notice if the other ("the defaulting party"):

7.2.1 is in material breach of any of its obligations undertakings or warranties under this Agreement and (in the case of a breach capable of remedy) has failed to remedy such breach within 30 days of a written notice specifying the breach and requiring the same to be remedied; or

7.2.2 has an administrative or other receiver appointed (and not discharged within 90 days) over the whole or any material part of its assets or undertaking (and the appointment is not being disputed in good faith), enters into any arrangement or composition with its creditors, has an order made (and such order is not discharged or stayed within 90 days) or resolution passed for it to be wound-up (other than in furtherance of a scheme of amalgamation or reconstruction), ceases to carry on substantially the whole of its business (except for the purposes of a scheme of amalgamation or reconstruction) or stops payment generally or is unable, or admits inability, to pay generally its debts as they fall due.

7.3 Termination of this Agreement shall bring the Term to an end but (subject to termination pursuant to Sub-clause 9.3) not affect the accrued rights or remedies of the parties arising in any way out of this Agreement as at the date of termination and in particular, but without limitation, the right to recover damages from the other party.

7.4 Upon expiry or termination of this Agreement for any reason, each party will continue to be entitled to use the name of the Trustees and the Sponsor and (in accordance with the Permission in the case of the Sponsor's Marks) the Marks, as the case may be, when referring to sponsorship of BP

Exhibitions before the date of such expiry or termination, subject to the approval of the Sponsor or Company respectively, such approval not to be unreasonably withheld and to be given within 5 Business days of receipt of application.

7.5 This Sub-clause, Sub-clause 7.3 and Clauses 8 and 10 to 20 of this Agreement shall survive and continue after any termination of this Agreement.

8. Limitations on Liability

8.1 Nothing in this Agreement shall exclude or limit the liability of either party for fraud, personal injury or death caused by its negligence or any other liability to the extent the same cannot be excluded or limited as a matter of law.

8.2 Without prejudice to Sub-clause 8.1 above and Paragraph F of Appendix 2 to this Agreement (but notwithstanding the unenforceability or invalidity of any other provision of this Agreement) neither party shall in any circumstances be liable to the other under or in connection with this Agreement or any representation, statement, collateral contract tortuous act or omission including negligence for any loss of

8.2.1 Business,

8.2.2 Revenue,

8.2.3 Profits,

8.2.4 Anticipated savings or

8.2.5 Goodwill

(whether direct or indirect) or for any indirect, special or consequential loss of any kind and in each case howsoever arising, even if the Trustees have been advised of the possibility of the same.

8.3 Subject to Sub-clause 8.1 and paragraph F of Appendix 2, the maximum aggregate liability of either party under or in connection with this Agreement or any representation, statement, collateral contract tortuous act or omission including negligence shall not exceed the Total Amount.

9. Force Majeure

9.1 The obligations of each party under this Agreement shall be suspended during the period and to the extent that such party is prevented or hindered from complying with its obligations by reason of Force Majeure.

9.2 In the event of either party being so hindered or prevented, it shall give notice to the other of the suspension and the event of Force Majeure as soon as reasonably possible, giving details of the nature and extent of the circumstances in question and the length of time for which it is expected that such circumstances shall subsist. The omission to give such notice shall forfeit the rights of such party to claim such suspension. Any party whose obligations have been so suspended shall resume performance of these obligations as soon as reasonably possible, and notify the other party accordingly.

9.3 In the event that the party so hindered or prevented is unable to resume its obligations within 1 month of the initial notice given pursuant to Sub-clause 9.2 above, the other party may terminate this Agreement by notice in writing. In such case and subject to Sub-clause 2.3 above, neither 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 Force Majeure.

10. Confidentiality

10.1 Subject to Sub-clause 10.2, each party agrees to maintain secret and confidential all information obtained from the other both pursuant to and in the course of this Agreement and prior to and in contemplation of it including (but without limitation) the terms of this Agreement and each party further agrees to use the said information only for the purposes of this Agreement and to disclose the same only:

10.1.1 to those of its (and, in the case of the Sponsor, BP Associated Companies') employees who may reasonably need to know the same;

10.1.2 to its professional advisers, regulators and auditors; and

10.1.3 as may be required by law.

10.2 The obligations of confidentiality set out in Sub-clause 10.1 above shall not apply to information which:

10.2.1 prior to the receipt thereof from one party was legitimately in the possession of the other and at its free disposal;

10.2.2 is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived or indirectly from the other;

10.2.3 is or becomes generally available to the public through no act or default of the recipient party or its agents or employees; or

10.2.4 both parties agree may be disclosed generally or to specified third parties.

11. Assignment and sub-contracting

Neither party shall be entitled to assign, transfer, sub-contract or in any other manner pass to any third party the benefit of and/or burden of this Agreement without the specific prior written consent of the other.

12. No Partnership or Agency

12.1 Nothing in this Agreement shall create, or be deemed to create a legal partnership or the relationship of employer and employee between the Company and the Sponsor.

12.2 The Sponsor shall not in any way represent itself as being the Company, the Trustees or the Museum; nor shall the Sponsor in any way represent itself as being an agent, partner, employee or representative of the same.

12.3 The Company shall not in any way represent itself as being the Sponsor or an agent, partner, employee or representative of the Sponsor.

13. Entire Agreement

13.1 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto and all related discussions or communications between the parties, and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

13.2 Save as set out in this Clause 13, neither party shall have any remedy in respect of any Misrepresentation, and neither party shall have any liability other than pursuant to the express terms of this Agreement. Nothing in this Agreement shall exclude or limit either party's liability for any Misrepresentation made knowing that it was untrue.

14. Waiver

Failure or neglect by any of the parties to enforce at any time of the provisions of this Agreement shall not be construed nor shall it be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice that party's rights to take subsequent action.

15. Severability

In the event that any of the terms, conditions or provisions of this Agreement shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions or provisions which shall continue to be valid to the fullest extent permitted by law.

16. Notices

16.1. Any notice or other communication required or permitted to be given by or pursuant to this Agreement shall be sufficiently given, if given in writing and delivered personally, sent by registered post, courier or email (except for termination notice) to the addresses for the parties specified or to such other address or such other person as the Parties may from time to time notify to each other in writing.

16.2. Any such notice or communication issued shall be deemed to have been received:

16.2.1 if delivered personally, on the date of delivery;

16.2.2 if sent by registered post or courier, two Business Days after the date of posting unless actually received earlier;

16.2.3 if sent by email, at the time of sending unless:

- a) such time is not a Business Day or is after 5pm in which case such email will be deemed to be received on the subsequent Business Day;
- b) the sender receives a notice of delivery failure; or
- c) the sender receives an out-of-office message in which case such email will be deemed to be received at the time of return of the recipient as stated in such out-of-office message, if any.

16.3 In relation to notices sent to the Sponsor, the relevant details are:

Director, UK Arts & Culture
1 St. James' Square,
London SW1Y 4PD

16.4 In relation to notices sent to the Company, the relevant details are:

The Head of Corporate Relations
The British Museum
Great Russell Street
London WC1B 3DG

17. Data Protection

17.1 The parties shall comply with all relevant Data Protection Legislation.

17.2 Each party confirms that and to the extent (if any) it acts as data processor for the other, the data processor shall:

17.2.1 only process personal data in accordance with the data controller's instructions;

17.2.2 take appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and

17.2.3 not transfer personal data outside the European Economic Area without the data controller's written consent.

18. Bribery and Corrupt Practices

18.1 Each of the parties represents to the other that it has not and agrees that it shall not in connection with the transactions contemplated by this Agreement, or in connection with any other business transactions involving the other, make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly to any government official or employee (including employees of a government corporation or public international organisation) or to any political party or candidate for public office or to any other person or entity if to do so would violate or cause the other to be in violation of the laws of the country in which it is done or the laws of the United Kingdom (or any part thereof).

18.2 It is the intention of the parties that in the course of their respective negotiations and performance of this Agreement no payments or transfers of value offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity.

18.3 Each party warrants to the other warrant that it is familiar with the provisions of the Bribery Act 2010 and that:

18.3.1 it has not previously engaged in conduct that would have violated the Bribery Act 2010 had it been subject to its terms;

18.3.2 it shall not violate or cause the other to violate the Bribery Act 2010 in connection with this Agreement;

19. Law

The parties hereby agree that this Agreement shall be governed by and interpreted in accordance with English law, and hereby submit to the non-exclusive jurisdiction of the English courts.

20. Counterparts

This Agreement shall be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

AS WITNESS the hands of the parties or their duly authorised representatives on the date first before written

Signed for and on behalf of **THE BRITISH MUSEUM GREAT COURT LIMITED**

Name: [REDACTED]
Director of Development
Signature:

[REDACTED]

Signed for and on behalf of **BP INTERNATIONAL LIMITED**

Name: [REDACTED]
Chief executive, alternative energy and
executive vice president, regions
Signature:

[REDACTED]

SCHEDULE 1

The Sponsorship Rights

For the duration of the Term, the Sponsor shall have the following rights and benefits:

1. Marketing and Communications

Inclusion of the Sponsor's Marks with the credit line 'Supported by BP' , as well as the title sponsorship credit line "The BP Exhibition " placed above the title of exhibition on the marketing visual identity for BP Exhibitions in accordance with the relevant Marketing Plan and BP plc.'s 'brand guidelines' (a copy of which has been provided to the Company)

2. Entertaining benefits

Excluding the arrangement and cost of all catering and other additional requirements, which shall be the responsibility of the Sponsor and subject to the provision to the Company of at least two week's advance notice of a proposed Event, the Sponsor shall enjoy the following entertainment benefits:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- The Facilities available for Events and maximum capacities of the Facilities are listed in **Part 1 of Appendix 1.**

B. License to use Facilities for additional unlimited Events during the Term shall be subject to the terms and conditions set out **Appendix 2** at the following rates for hire:

[REDACTED]

C. In respect of the use of Facilities for Events by the Sponsor, the Company shall use its best endeavours to accommodate the Sponsor's requests for hire dates for its lectures dates and the BP reception and for dinners marking the opening of each BP Exhibition. In respect of all other dates, the Company shall use its best endeavours to accommodate the Sponsor's requests for hire.

3. Other benefits

The following additional benefits shall be available to the Sponsor on dates and at times to be agreed with the Company:

[REDACTED]

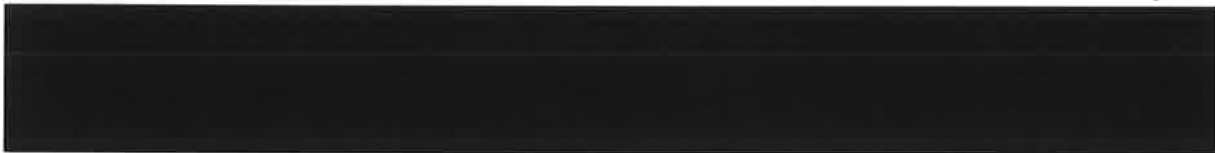
[REDACTED]

4. Staff and Client Entertaining Opportunities



5. BP Exhibition Catalogue

- Inclusion of the Sponsor's statement and Marks in the foreword of any BP Exhibition Catalogue.



APPENDIX 1

The Facilities for Events available at the British Museum

Events:

- Breakfast with a private view of an exhibition or a permanent gallery
- Drinks reception with a private view of an exhibition or a permanent gallery
- Dinner with pre-dinner drinks in a neighbouring permanent gallery and a private view of an or tertiary gallery
- The Sponsor should be aware that food and drink are not permitted in exhibitions

Permitted Maximum Capacity

Gallery	Breakfast	Drinks Reception	Dinner
The Great Court	N/A	1,000	400
The Enlightenment Gallery (Room 1)	N/A	350	180
Collecting the World (Room 2)	N/A	200	70
The Egyptian Sculpture Gallery (Room 4)	N/A	400	250
The Nereid Monument (Room 17)	N/A	300	200
The Central Saloon (Room 37)	N/A	200	60
The John Addis Gallery (Room 34)	N/A	120	60
The Wellcome Trust Gallery (Room 24)	N/A	300	180
The Korea Foundation Gallery (Room 67)	N/A	150	30
The Great Court Restaurant	50 standing or 30 seated	50	30
Entrance to the Joseph E. Hotung Great Court Gallery (Room 35) ⁴	50 standing	N/A	N/A
Sainsbury Exhibitions Gallery Foyer ⁵	50 standing	N/A	N/A

- The Permitted Maximum for any Event taking place in any Facilities shall be subject to variation from the Permitted Maximum Capacity at the determination of the Company based upon a review of the proposed stages, lecterns, furnishings, furniture, equipment, plant, lighting, ornamentation, displays, signs, placards, notices to be set up within the Facilities for the Event.
- The standard timings for commencement and ending of the Hire Period for breakfast are 8.30 – 10.00.
- For Events taking place in the Sainsbury Exhibition Gallery Foyer, or at the entrance to the Joseph E. Hotung Great Court Gallery, all catering during a Hire Period must end by 9.30, to allow time for the Facilities to be cleared in preparation for the opening of the British Museum to the public at 10.00.

⁴ These Facilities are only available for breakfast Events that include a private view of an exhibition being staged in the Joseph E. Hotung Great Court Gallery (Room 35)

⁵ These Facilities is only available for breakfast Events that include a private view of the exhibition being staged in the Sainsbury Exhibitions Gallery (Room 30)

- The standard timings for commencement and ending of the Hire Period for an early evening drinks reception are 18.45 – 21.30 and the service of alcohol must cease at least 30 minutes before the end of the Hire Period.
- The standard timings for the commencement and ending of the Hire Period for an extended drinks reception or dinner are 18.45 – 22.30 and the service of alcohol must cease at least 30 minutes before the end of the Hire Period.
- Time extensions beyond the end of Hire Periods otherwise set to end at 21.30 or 22.30 may be permitted by the Company in writing until no later than 23.30 at an additional charge of £500+VAT for every additional 15 minutes, and provided always that the service of alcohol must cease at least 30 minutes before the end of the extended Hire Period.
- For Events ending after 23.00 all guests must depart the British Museum via the King Edward entrance on Montague Place, WC1E 7JW.
- The Sponsor should be aware that, due to the limited number of dates in the diary available for corporate entertaining, the Company reserves its full right to permit more than one event within the premises of the British Museum at any one time. In such circumstances different Facilities shall be used for each event and the Company shall manage each event to minimise any risk of disruption so that, for example (and where practicable) the King Edward entrance on Montague Place, WC1E 7JW, is used by guests attending one event and the main entrance on Great Russell Street, WC1B 3DG, is used by guest attending another.
- The Sponsor should be aware that, due to the Trustees' programme of gallery renovations and refurbishments within the British Museum, the Company reserves the right to close specific galleries on a temporary basis during which time they will be unavailable as Facilities for corporate entertaining. The Company shall manage closures to ensure that, in so far as is reasonably possible, alternative galleries are available for use as reasonable substitutes for the Facilities that are temporarily unavailable for corporate entertaining

APPENDIX 2
TERMS AND CONDITIONS: FACILITIES FOR EVENTS

A. Hire of the Facilities by the Sponsor

A.1 The Company grants to the Sponsor permission to occupy and use the Facilities during the Hire Period together with the right in common with the Trustees and all others authorised by them or the Company:

A.1.1 to pass and repass on foot only over and along such corridors and passageways within the British Museum as the Company shall approve as necessary to gain access to and egress from the Facilities;

A.1.2 at the direction of the Company to use WCs in the British Museum in reasonable proximity to the Facilities;

A.1.3 at the direction of the Company to use the cloakroom facilities in the British Museum where appropriate. Staff to service the cloakroom shall be hired by the Sponsor via the Accredited Caterer appointed by the Sponsor, and

A.1.4 the Company shall arrange or procure the discharge of the Special Requirements (if any) described in the Agreement.

A.2 The Company shall make provision wherever possible, within the British Museum's curtilage, for the parking of vehicles where disabled access is required

A.3 The Sponsor shall pay the costs of any Special Requirements without deduction and whether formally demanded or not in accordance with the following terms:

A.3.1 a deposit of fifty per cent (50%) of the costs of any Special Requirements shall be paid once agreement has been reached with the Company concerning the time and date of the Event and the cost of any Special Requirements; and

A.3.2 the balance and the costs of any Special Requirements shall be paid within thirty Business Days of receipt of the invoice and accompanying proof of costs which will be sent by the Company after the Event.

A.4 All of the sums payable under this Agreement are liable to VAT which shall be paid in addition at the rate and in the manner from time to time prescribed by law.

A.5 In addition to the costs of any Special Requirements the Sponsor shall be liable without deduction and on demand for any:

A.5.1 reasonable charge levied by the Company in respect of any costs incurred by the Company or the Trustees to provide extraordinary security for the safety of persons in respect of whom notice is given pursuant to paragraph B.9.3 below; and / or

A.5.2 an additional charge in respect of the Company's or the Trustees' increased security and administrative costs and amounting to £500 per quarter of an hour or part thereof for which the Hire Period is exceeded by the Sponsor.

B. Use of the Facilities

B.1 The Sponsor shall not use the Facilities or any part or parts thereof for any purpose other than the Event or activities related and necessary in support thereof.

B.2 The Sponsor shall not permit any person to smoke in the Facilities or any other part of the British Museum.

B.3 The Sponsor undertakes and agrees that the number of persons at the Event shall not exceed the Permitted Maximum at any time.

B.4 The Sponsor shall not permit the serving of red wine in those Facilities designated by the Company and notified to the Sponsor as being unsuitable for such use

B.5 The Sponsor undertakes that at all material times during the Event there shall be on hand at the Facilities the Sponsor's Representative whom the Sponsor shall nominate to the Company at least two weeks before the Event, as well as sufficient other representatives of the Sponsor to ensure that persons attending the Event are legitimate guests and to greet them and direct them to the Event where appropriate.

B.6 Subject to paragraph A.2 parking of Sponsor's vehicles will not be permitted within the curtilage of the British Museum except for the purposes of unloading equipment and materials with the express authority of the Company's Representative. Notwithstanding the above, the Company agrees where reasonably possible upon receipt of reasonable notice in advance to allow a limited number of the Sponsor's vehicles to be parked within the curtilage of the Museum during the Events.

B.7 The Sponsor shall not without the express authority of the Company authorise or permit the appointed Accredited Caterers and Accredited Contractors to begin their preparations for an evening Event earlier than:

B.7.1 17.30 in a case where the Facilities comprise public galleries of the British Museum (other than the Wellcome Trust Gallery); or

B.7.2 18.00 in a case where the Facilities comprise the British Museum's Great Court or Wellcome Trust Gallery

B.8 The Sponsor shall not authorise or permit the provision of alcoholic drinks to guests at the Event unless:

B.8.1 the Event is of not more than two-hours duration and commences no earlier than 18.45;

B.8.2 non-alcoholic drinks and food in the form of canapés or a light buffet are also served; or

B.8.3 the alcoholic drinks are served as an accompaniment to a three-course, served meal or a substantial buffet and the Event commences no earlier than 18.45 and ends no later than 23.00

B.9 The Sponsor shall, not less than three Business Days before the commencement of the Hire Period, supply to the Company's Representative:

B.9.1 the number of persons whom the Sponsor expects to attend the Event and a copy of the guest-list;

B.9.2 details (including times of arrival and departure) sufficient to clearly identify all vehicles and employees, servants, agents and contractors of the Sponsor intending to be present in the British Museum to make deliveries and/or collect plant, equipment and materials before and after the Event; and

B.9.3 details (including names and estimated times of arrival and departure) of any person attending the Event whom the Sponsor regards as security sensitive. The Company understands that the information provided in B.9.1, B.9.2 and B.9.3 is subject to variations and could change due to unforeseen circumstances beyond the reasonable control of the Sponsor.

B.10 The Sponsor shall not at any time assign or otherwise part with or share the whole or any part of the Facilities save at the Company's absolute discretion.

B.11 During the Hire Period the Sponsor shall exercise all reasonable and proper care in the occupation of the Facilities and the use in common of other areas of the British Museum.

B.12 The Sponsor shall not permit or suffer the Facilities or any area of the British Museum used in common with others to be used

B.12.1 as a licensed club or for the sale of intoxicating liquors whether to be consumed on or off the premises;

B.12.2 for any sweepstake, raffle, tombola or other form of lottery other than a lottery which is lawful under the Gambling Act 2005 (for which all applicable prior consent of the local authority has been obtained); and which is conducted strictly in accordance with the relevant statutory provisions.

B.12.3 for any illegal or immoral purpose; or

B.12.4 for any purpose or in any way which may be or become an annoyance, inconvenience or nuisance to the Trustees, to the Company, to the public attending the British Museum or to users of any adjoining or neighbouring facilities.

B.13 At the end of the Hire Period the Sponsor shall:

B.13.1 promptly remove from the Facilities and the British Museum all furnishings, furniture, utensils, equipment, plant, lighting, signs, placards, notices, rubbish, detritus and objects of every kind introduced to the Facilities and/or the British Museum by the Sponsor in the furtherance of the Event; and

B.13.2 promptly vacate the Facilities and return the same to the Company in good order and condition (and to that end the Sponsor shall instruct any Accredited Caterer to cease from serving food and drink at least fifteen minutes before the end of the Event).

B.14 The Company shall have the right at the Sponsor's expense to dispose of any furnishings, furniture, utensils, equipment, plant, lighting, signs, placards, notices, rubbish, detritus and objects of every kind introduced to the Facilities and/or the British Museum by the Sponsor in the furtherance of the Event and not removed by the Sponsor in accordance with the terms of paragraph B.13.1 above.

B.15 In the event the Sponsor fails to deliver up the Facilities in conformity with paragraph B.13 above by not later than the end of the Hire Period the Sponsor shall be liable for and indemnify the Company against the costs incurred in giving effect to paragraph B.14 above.

B.16 The Sponsor hereby confirms and acknowledges that the Company shall not be liable for any loss, damage, actions, proceedings, suits, claims, demands, costs, damages, liability and

expenses incurred by the Sponsor in respect of any failure on the part of the Sponsor to comply with the terms of paragraph B.13 above;

C. Print, Marketing and Branding for the Event

C.1 The Sponsor shall not save for the purposes of internal communication(s) within its organisation, without the prior written approval of the Company within 5 Business Days, promote, market, advertise or represent information or produce any programme making reference to the holding of the Event in the Facilities and / or the British Museum.

C.2 Subject to paragraph C.1 the drafts for any programme, marketing, advertising, promotional materials or representations by the Sponsor making reference to the holding of the Event in the Facilities and / or the British Museum shall be submitted to the Company for approval not less than one calendar month before the Event (and in any event in good time prior to printing) and, upon approval by the Company (which the Company will confirm or deny within not more than two Business Days), shall not be subsequently varied or amended by the Sponsor without the further approval of the Company.

C.3 The Sponsor shall:

C.3.1 (without prejudice to the generality of paragraph C.2) submit to the Company's Representative for approval, proofs of the invitation to the Event in good time prior to printing; and

C.3.2 not less than five Business Days before the commencement of the Hire Period supply to the Company's Representative an electronic copy of the approved form of invitation.

C.4 The Sponsor shall not without the express authority of the Company authorise or permit the reproduction of any images of the British Museum or the collections of the Company on materials related to the Event.

C.5 The Sponsor shall not without the prior written consent of the Company cause or permit any programme, marketing, advertising or promotional materials or sign information or representations by the Sponsor to be affixed to any part of the Facilities and/or the British Museum.

C.6 Each of the parties hereto shall take all reasonable and proper steps to ensure that it does nothing, nor causes, nor permits any act or omission in pursuance of this Agreement that may bring the other into disrepute nor do anything to prejudice or damage the Marks, brand or reputation of the other.

D. Use of Contractors for the Event

D.1 The Sponsor shall not arrange or procure the services of any person in connection with the Event other than from an Accredited Caterer or an Accredited Contractor

D.2 The Sponsor shall provide to the Company's Representative full details of the proposed size, nature and location of any bars, floral arrangements, supplementary lighting, AV equipment, plant or electrical equipment, promotional material, entertainment and any other arrangement for the Event at least twenty Business Days before the date of the Event so that the written consent of the Company may be obtained. The Sponsor shall ensure the Company is supplied with method statements, risk assessments and any other documentation which may be required by the Company when considering proposals for the arrangements for the Event

D.3 The Sponsor shall ensure that the appointed Accredited Caterers and Accredited Contractors delivering materials or equipment to or collecting from the British Museum do not deliver or collect at any time(s) or place(s) other than the time(s) or place(s) authorised by the Company's Representative

E. Use of photography at the Event

E.1 Save as provided by paragraph E.2 below the Sponsor shall not take photographs or film or arrange for photographs or film to be taken within the Facilities and / or the British Museum.

E.2 The Company hereby authorises the Sponsor to licence its photographers to take photographs of the Sponsor's guests (featuring, if desired, objects on permanent display) within the Facilities and / or the British Museum on the following terms and conditions:

E.2.1 No photographs so authorised shall be taken of any work of art, antiquity or artefact (or any collective group of the same) on display in any special temporary exhibition within the British Museum without the consent of the Company

E.2.2 No use shall be made of any such photographs or reproductions thereof for publicity purposes without the prior approval of the Company.

F. Indemnity

F.1 the Sponsor undertakes to indemnify and keep indemnified the Trustees and the Company from and against any loss, damage, actions, proceedings, suits, claims, demands, costs, damages, liability and expenses arising out of or in connection with the Sponsors' negligence or material breach of this Agreement (save and except to the extent such loss, damage, actions, proceedings, suits, claims, demands, costs, damages, liability and expenses are caused by the negligence or breach of the duty of the Trustees or the Company) in respect of:

F.1.1 any injury to or death of any person arising directly out of the use by the Sponsor of the Facilities and the rights granted by this Agreement; and

F.1.2 subject to the limit of £5 million:

(a) damage to any property, movable or immovable; incurred in either case by reason of or arising directly out of the use by Sponsor of the Facilities otherwise than in accordance with the rights granted by this Agreement; or

(b) the disturbance of any other event to be held simultaneously and elsewhere in the British Museum incurred by reason of or arising out of the improper exercise of the rights granted by this Agreement and resulting in the bringing or compromise of a legal cause of action against the Trustees or the Company .

F.2 At least ten Business Days before the commencement of the Hire Period the Sponsor shall produce to the Company's Representative a letter from the Sponsor's Group Insurance Department confirming that the Sponsor self-insures.

G. Rights of the Trustees

(Without prejudice to the generality of clause 15 of this Agreement) the Trustees shall have the full and unrestricted right at all times for themselves and their duly authorised officers, agents and employees to direct the Sponsor for the purpose of managing any material risk to the security or safety of the British Museum, the employees and collections of the Trustees or the general public (including the immediate vacation of the whole of or any part or parts of the British Museum) provided always that if in the exercise of such right the Event shall be disrupted for a continuous period exceeding one hour in duration the Event shall be deemed terminated due to Force Majeure, whereupon the parties shall make reasonable endeavours to rearrange the Event on a substitute time and date.

Annex

See clause 5.4 and footnote 1 *ibid*

CONDITIONS FOR USE OF THE BRITISH MUSEUM LOGO (COMMERCIAL)

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions for use of the British Museum Logo, unless the context otherwise requires, the following terms shall have the meanings given to them and the singular shall include the plural and vice versa:

- i. 'we' 'our' 'us' 'ourselves' means the Trustees of the British Museum, a body corporate by virtue of section 1 British Museum Act 1963 of Great Russell Street London WC1B 3DG
- ii. 'you' 'your' 'yourself' means you, the party identified in box 1 of your Application
- iii. 'your Application' means your completed application (in fields 1-7 to be found at the URL britishmuseum.org/logo) for permission to receive and use our Logo, as submitted to us by you
- iv. 'the Approved Use' means the use of our Logo on License Products
- v. 'these Conditions' means these Conditions for the use of the British Museum Logo
- vi. 'our Design Guidelines' means our guidelines for the use of our Logo that we supply you on acceptance of your application (and any variation, revision or amendment from time to time supplied by us)
- vii. 'Intellectual Property Rights' means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world
- viii. 'our Logo' 'the British Museum Logo' means our Mark 'British Museum' or 'The British Museum' and all copyright, design right and other intellectual property rights subsisting in it, together with the goodwill relating to it
- ix. 'the Licensed Products' means the products and/or materials proposed by you in box 4 of your Application as the products/materials on which you wish to use our Logo
- x. 'Mark' means a word mark(s) and/or device(s) (including our Logo)

- xi. 'the Main Agreement' means the written agreement between you and us about which you have supplied details in box 3 of your Application (*Purpose of Use of our Logo*)
- xii. 'our Permission' means our non-exclusive permission to make the Approved Use in the Territory during the Term
- xiii. 'the Term' means the dates identified by you in box 5 of your Application (*Dates between which you will use our Logo on the Licensed Products*)
- xiv. 'the Territory' means the territory or territories identified by you in box 6 of your Application (*Territory in which you will use our Logo on the Licensed Products*);

1.2 In the event of any conflict between these Conditions and the Main Agreement, these Conditions shall prevail unless the contrary intention is expressly indicated in the Main Agreement.

1.3 The clause headings in these Conditions are for identification purposes only and shall not affect the meaning of the clauses themselves.

2. SCOPE OF PERMISSION TO USE OUR LOGO

2.1 We give to you our Permission subject to these Conditions and you undertake to us not in any circumstances to make any use of our Logo for any purpose involving the marketing, advertising, sale or supply of any goods or services of any description for any purpose or at any time or in any place other than as is expressly contemplated by our Permission.

2.2 If the Territory includes only a part of the European Economic Area as from time to time constituted ('the EEA') or any successor organisation to the EEA, you shall be entitled to fulfil unsolicited requests to supply a Licensed Product from third parties situated outside the Territory but within the EEA.

2.3 You must not modify, change, alter, delete from or add to our Logo, including but not limited to making any change in text, graphics or colour. You agree that you will not use any of our designs or logos except our Logo or any other designs for any Mark belonging to us and provided to you by us.

3. QUALITY CONTROL

3.1 You undertake to use our Logo in accordance with our Design Guidelines provided in writing to you by us from time to time, and you hereby undertake that the Licensed Products shall be:

- i. of good quality in design, material, and workmanship
- ii. safe, non-injurious and suitable for the intended purpose
- iii. in keeping with our reputation as an international museum and/or our Logo both in the manner of the Approved Use and context of the Licensed Product
- iv. carried out in strict compliance with these Conditions, the rights of any other party and all applicable laws, codes of practice, standards and regulations in effect in the

Territory, and (where applicable) shall include appropriate warnings and be labelled so that the manufacturer of them is clearly identifiable

v. approved by us in accordance with the provisions of clauses 3.2–3.5.

3.2 You must deliver true and accurate samples of artwork, screen-shots, drafts or mock ups for any Licensed Products on which our Logo is to appear for our review prior to publication or production. You must not publish, distribute or otherwise disclose products and/or materials incorporating our Logo without our prior written consent in accordance with this Clause. Where Licensed Products do not conform to your obligations under these Conditions, you shall make any changes as are requested by us immediately.

3.3 We will endeavour to respond to requests for approval of Licensed Products on which our Logo (or any reference to us) will appear within two (2) business days in each case after we receive such requests and if no response is given within this time you may deem our consent to be not given. If we approve Licensed Products you shall not modify, edit, add to, reformat or otherwise change them in relation to our Logo except with our prior written consent.

3.4 If the Main Agreement contains provisions for our approval of samples of products and/or materials comprised in the Approved Use prior to use:

- i. the procedure for the approval of samples set out in the Main Agreement shall apply to approval of samples under these Conditions
- ii. you must provide such samples and any supported information to us at any address specified in the Main Agreement

3.5 If the Main Agreement contains no provisions for our approval of samples of Licensed Products prior to use you must provide such samples together with a written request for approval of them to us at the email address from which you receive our Design Guidelines stated at clause 7.1 below.

3.6 You warrant to us that of Licensed Products shall conform in every way to the samples approved by us pursuant to clauses 3.2–3.5 and undertake that:

- i. You will make no use of our Logo or Licensed Products other than for the purposes of complying with clauses 3.1–3.5 as appropriate unless and until you have our express written approval.
- ii. You will not make any alterations, modifications or changes to the Licensed Products without our specific written consent. If any changes are made, the provisions of clauses 3.1–3.5 as appropriate shall apply.
- iii. You will supply to us free of charge further samples of Licensed Products as issued no later than the first day on which the same are so released, and, upon request by us (at intervals not more frequent than quarterly) and at our cost (which shall be at cost or the best trade price if greater), supply to us further samples of the Licensed Products as published, manufactured, sold, issued or made available.

3.7 Save as otherwise provided by the Permission or the Main Agreement you shall not display on or include our Logo in web pages of your website containing any content,

products, services or information that we deem to be injurious to our reputation, unfavourable to our image or otherwise undesirable.

3.8 You agree not to adopt or apply for or use any other trade mark, trade name, corporate name or design which would be similar to or confused with our Logo and, further, that you shall not claim any rights or interest in our Logo by way of your licensed use of the same at any time and that you will not directly or indirectly at any time dispute or contest the validity or enforceability of our Logo nor encourage or assist anyone else to do the same.

3.9 You agree that subject to any lawful and overriding security interest or legal duty to which you are subject you permit us to access all areas of your website, including any password-protected areas, where use is made of our Logo for the purpose of inspecting such use but for no other purpose.

3.10 On request you shall, subject to any lawful and overriding security interest or legal duty to which you are subject, provide us with relevant and applicable metatags used in connection with the your website and you shall make any deletion to that list of metatags as we may request as necessary for the protection of our Logo.

4. OWNERSHIP OF OUR LOGO

4.1 You acknowledge our legal ownership of our Logo. Your entitlement to display our Logo is limited to Licensed Products on the express terms of our Permission, these Conditions and the Main Agreement. No other right to our Logo, express or implied, is granted to you by virtue of our Permission and we reserve the right to use our Logo in relation to all products and services.

4.2 You agree that you shall not do anything inconsistent with our legal ownership of our Logo and that all goodwill in our Logo generated by your use of it shall enure to our benefit and you will, on request, sign a confirmatory assignment to that effect.

4.3 You undertake not to take any action which may prejudice the distinctiveness or validity of, or otherwise adversely affect our Logo or our title to our Logo.

5. WARRANTIES INDEMNITIES AND INFRINGEMENT

5.1 We warrant that we have the right to give you our Permission subject to these Conditions.

5.2 We give you no warranty as to the validity of our Logo. Nor do we warrant that our Permission is given absent conflicting third party rights in any part of the Territory.

5.3 You warrant to us that you have and retain at all times during the Term the right to make your Application and to accept and be bound by the terms of our Permission and these Conditions.

5.4 You will indemnify us and keep us indemnified against any liability incurred or suffered by us, which arises any use by you of our Logo which is not in accordance with our Permission, these Conditions or the Main Agreement, including as a result of any claim or infringement of any Intellectual Property Rights of a third party, resulting from such improper use of our Logo.

5.5 You shall immediately give notice to us of any relevant claims or proceedings brought

against you or of any infringement or suspected infringement of our Logo as they arise. We shall be entitled, but shall not be obliged, to take whatever legal action we decide upon in our sole discretion to prevent or deal with such infringements or in relation to such proceedings (unless we notify you in writing otherwise) and you shall provide us, at the your expense, with all such co-operation and assistance as we may request.

6. TERMINATION

6.1 Subject to Sub-clauses 6.2 below, our Permission shall terminate on the expiry of the Term or the expiry of the Main Agreement for whatever reason (whichever shall be the earlier) save that if the Main Agreement provides for a sell-off period after expiry or termination you shall have the non-exclusive right to use our Logo on the items covered by these Conditions for the duration of the sell-off period subject to these Conditions.

6.2 This clause 6.2 and clauses 5, 7, 9 and 10 shall survive termination or expiry of our Permission.

7. ADDRESS FOR NOTICES

7.1 (Unless the Main Agreement otherwise provides and/or until either we or you give written notice to the other indicating otherwise) all notices given by you or us under these Conditions shall be in writing and delivered by registered post, airmail or email to the respective addresses or email addresses given: (i) in your case, in box 1 of your Application (*about you*), and (ii) in our case, below; and such notices shall be effective notwithstanding any change of address not so notified.

Marketing
British Museum
Great Russell Street
London WC1B 3DG
logo@britishmuseum.org

7.2 Proof of dispatch, posting or transmission shall constitute proof of receipt two days after dispatch (if by registered post or courier), seven days after posting (if by airmail) or the next business day following the date on which the email was transmitted by the sender (if by email).

8. ASSIGNMENT ETC

8.1 Our Permission is personal to you and you cannot assign, transfer, sub-license, mortgage, pledge, charge, or in any other way encumber or dispose of or purport to encumber or dispose of your rights or obligations under our Permission or these Conditions.

8.2 Without prejudice to the generality of clause 8.1:

- i. if you properly and with our consent sub-license any of your rights under the Main Agreement to a third party (the 'Sub-Licensee') and the Sub-Licensee wishes to use our Logo, you shall procure that the Sub-Licensee shall prior to using the our Logo apply directly to us for separate permission to use our Logo in a substantially similar form to our Permission as given to you

- ii. third parties ('Manufacturers') may be subcontracted to manufacture Licensed Products for you. Manufacturers shall not distribute and/or sell Licensed Products to anyone other than you or us, or deal in any other way with the Licensed Products either within or outside the Territory. You shall remain liable under these Conditions for any acts of Manufacturers.

9. GENERAL

The following clauses shall apply save and unless the Main Agreement otherwise provides:

- 9.1 Nothing in these Conditions shall constitute or be deemed to constitute a partnership or joint venture between you and us or constitute or be deemed to constitute either you or us as the agent of the other for any purpose whatsoever and neither you nor we shall have authority or power to bind the other or to contract in the name of the other in any way or for any purpose.
- 9.2 No amendment of our Permission or these Conditions shall be valid or binding unless made by prior written agreement between you and us.
- 9.3 No waiver by us of a breach or a default hereunder shall be effective unless in writing and signed by us and no such waiver shall be deemed to be a waiver of any subsequent breach or default of the same or similar nature. No failure or delay by us in exercising any rights, power or privilege under these Conditions shall operate as a waiver thereof nor shall any single or partial exercise by us of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
- 9.4 To the fullest extent permitted by law all provisions of these Conditions shall be severable and no provision shall be affected by the invalidity or unenforceability of any other provision hereof.
- 9.5 Our Permission, these Conditions and the Main Agreement represents the entire understanding between the parties and together supersede all prior agreements, whether oral or written, between the parties in relation to its subject matter. You agree you have not made your Application or agreed to these Conditions on the basis of, or in reliance upon, any statement or representation (whether negligent or innocent) except those expressly contained our Permission, these Conditions and the Main Agreement. This Sub-clause does not apply to any statement or representation made fraudulently.
- 9.6 Except as indicated in clause 8.2, no person other than you has or shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of our Permission. Notwithstanding clause 8.2, neither we nor you shall require the consent of any other person in order to vary or rescind our Permission or these Conditions by agreement.

10. LAW AND JURISDICTION

- 10.1 If and to the extent that Our Permission applies in the USA, it shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall at our option be subject to the exclusive jurisdiction of the English or US courts. If we sue you for breach of our Permission and/or these Conditions and obtain a judgment holding you to be in breach, then you shall pay to us our reasonable attorney fees and costs incurred in such suit and shall raise no objection to the court adding such amount to the judgment in the suit.

10.2 In any other case, our Permission and these Conditions shall be interpreted in accordance with the laws of England and Wales and any dispute or other matter arising hereunder shall be subject (and you submit) to the exclusive jurisdiction of the English Courts.

[REDACTED]
BP International Limited
1 St James's Square
London
SW1Y 4PD

7th December 2017

Dear [REDACTED]

The exhibition provisionally called *Troy* in Room 30 of The British Museum, provisionally planned to take place from 21 November 2019 until 8 March 2020 (the "Troy Exhibition")


1. We are sending this letter of agreement pursuant to clauses 2.2 and 3.3.1 of the contract dated 23rd May 2016 between The British Museum Great Court Limited and BP International Limited (the "**Contract**"). Terms used in this letter will have the same meaning as set out in the Contract unless otherwise indicated.
2. This letter confirms that the Troy Exhibition is a BP Exhibition for the purposes of the Contract.
3. The BP Exhibition Sponsorship Fee in respect of the Troy Exhibition will be [REDACTED] plus VAT.
4. We would be very grateful if you could acknowledge receipt of this letter agreement and confirm the Sponsor's acceptance of its terms by signing and returning to me the enclosed copy of this letter agreement.

Yours sincerely,

[REDACTED]
on behalf of The British Museum Great Court Limited

We confirm our acceptance of the terms set out above.

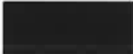
[REDACTED]
on behalf of BP International Limited


BP International Limited
1 St James's Square
London
SW1Y 4PD

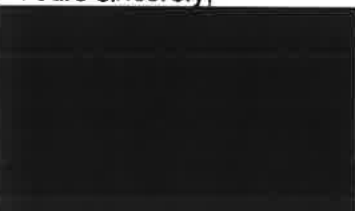
11th October 2018

Dear 

The exhibition provisionally called *Nero* in Room 30 of The British Museum, provisionally planned to take place from 12 November 2020 until 28 March 2021 (the "Nero Exhibition")

1. We are sending this letter of agreement for the purpose of clause 3.2 and pursuant to clauses 2.2 and 3.1 of the contract dated 23rd May 2016 between The British Museum Great Court Limited and BP International Limited (the "Contract"). Terms used in this letter will have the same meaning as set out in the Contract unless otherwise indicated.
2. This letter of agreement confirms that the Nero Exhibition is a BP Exhibition for the purposes of the Contract.
3. The BP Exhibition Sponsorship Fee in respect of the Nero Exhibition will be  plus VAT.
4. We would be very grateful if you could acknowledge receipt of this letter of agreement and confirm the Sponsor's acceptance of its terms by signing and returning to me the enclosed copy of this letter of agreement.

Yours sincerely,



on behalf of The British Museum Great Court Limited

We confirm our acceptance of the terms set out above



on behalf of BP International Limited

[REDACTED]
BP International Limited
1 St James's Square
London
SW1Y 4PD

14th May 2019

Dear [REDACTED]

The exhibition provisionally called [REDACTED] of the British Museum, provisionally planned to take place from [REDACTED] (the [REDACTED])

1. We are sending this letter of agreement pursuant to clauses 2.2 and 3.3.1 of the contract dated 23rd May 2016 between The British Museum Great Court Limited and BP International Limited (the "**Contract**"). Terms used in this letter will have the same meaning as set out in the **Contract** unless otherwise indicated.
2. This letter confirms that the [REDACTED] is a BP Exhibition for the purposes of the **Contract**.
3. The BP Exhibition Sponsorship Fee in respect of the [REDACTED] will be [REDACTED] plus VAT.
4. We would be very grateful if you could acknowledge receipt of this letter agreement and confirm the Sponsor's acceptance of its terms by signing and returning to me the enclosed copy of this letter agreement.

Yours sincerely

[REDACTED]
on behalf of The British Museum Great Court Limited

We confirm our acceptance of the terms set out above.

[REDACTED]
on behalf of BP International Limited

[REDACTED]
BP International Limited
1 St James's Square
London
SW1Y 4PD

18th January 2017

Dear [REDACTED]

The exhibition provisionally called *Ashurbanipal: King of Assyria* in [Room 30] of The British Museum, provisionally planned to take place from 8th November 2018 until 24th Feb 2019 (the "Ashurbanipal Exhibition")

1. We are sending this letter of agreement pursuant to clauses 2.2 and 3 of the contract dated 23rd May 2016 between The British Museum Great Court Limited and BP International Limited (the "**Contract**"). Terms used in this letter will have the same meaning as set out in the Contract unless otherwise indicated.
2. This letter confirms that the Ashurbanipal Exhibition is a BP Exhibition for the purposes of the Contract.
3. The BP Exhibition Sponsorship Fee in respect of the Ashurbanipal Exhibition will be [REDACTED] plus VAT.
4. For the purposes of clause 3.3.1 of the Contract the Sponsor acknowledges and accepts that the Company may ask for the Sponsor's consent to additional sponsorship from third parties in support of the Ashurbanipal Exhibition and that the identity of any such third parties remains to be determined (but may include for example an airline providing support in the freight of exhibits for inclusion in the Ashurbanipal Exhibition). The Sponsor acknowledges that the Company may seek the Sponsor's consent to the accreditation of any such additional sponsorship with trade or service marks, logos or brands in the Exhibition Materials, provided always that the Marks and accreditation of the Sponsor in all Exhibition Materials shall be and shall remain pre-eminent, and superior to that of any such third parties.
5. We would be very grateful if you could acknowledge receipt of this letter agreement and confirm the Sponsor's acceptance of its terms by signing and returning to me the enclosed copy of this letter agreement.

Yours sincerely,

[REDACTED]
on behalf of The British Museum Great Court Limited

We confirm our acceptance of the terms set out above.



on behalf of BP International Limited

[REDACTED]
BP International Limited
1 St James's Square
London
SW1Y 4PD

30 January 2020

Dear [REDACTED]

Side Letter to BP Special Exhibitions Agreement

1. AGREEMENT

- 1.1 We refer to the agreement between you and us for BP Special Exhibitions dated 23 May 2016 between The British Museum Great Court Limited and BP International Limited (the "Agreement"). In this side letter, expressions defined in the Agreement and used in this letter have the meaning set out in the Agreement unless otherwise stated.
- 1.2 The purpose of this side letter is to identify a BP Exhibition and confirm the amount of the associated BP Exhibition Sponsorship Fee pursuant to clauses 2.2 and 3.3.1 of the Agreement.
- 1.3 In consideration of our respective obligations under this letter, we agree to insert the following into the Agreement:
- a. The exhibition, [REDACTED] due to take place from [REDACTED], is a BP Exhibition for the purposes of the Agreement.
 - b. The BP Exhibition Sponsorship Fee in respect of the [REDACTED] will be [REDACTED] plus VAT.

2. INTENTION TO BE BOUND

The parties intend this letter to be legally binding.

3. THIRD PARTY RIGHTS

No one other than a party to this letter shall have any right to enforce any of its terms.

4. GOVERNING LAW

This letter and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

5. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter or its subject matter or formation.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours sincerely

Signed

[Redacted signature]

[Redacted signature]

For and on behalf of The British Museum Great Court Limited

We hereby acknowledge receipt and accept the contents of this letter

Signed

[Redacted signature]

[Redacted signature]

For and on behalf of BP International Limited