

Dated:

(1) Organisation's name

(2) Organisation's name

(3) Organisation's name

(4) Organisation's name

Agreement relating to an Exhibition to be known as
"XXX"

THIS AGREEMENT is made the **XXX** day of **XXX**

BETWEEN:

- (1) Organisation's name/ address/ representative
- (2) Organisation's name/ address/ representative
- (3) Organisation's name/ address/ representative
- (4) Organisation's name/ address/ representative

Collectively known as "the Partners".

The Partners have agreed as follows:-

Article 1 Purpose

The purpose of this Agreement is to stipulate the conditions of a partnership ("the Partnership") for the Exhibition (as defined below).

The Partners have joined in this Agreement in order to confirm their concurrence to the arrangements provided herein and provide certain co-operation in connection with the Exhibition on the terms provided herein.

The Partners shall provide funding to the Partnership created by this Agreement for the procurement, construction, maintenance, touring, storage and marketing of a temporary touring exhibition with a surface area of approximately **XXX** square metres with the working title **XXX** ("the Exhibition") at their respective venues between the years **XXX** to **XXX**.

The partners have agreed that **XXX** will be subcontracted to produce the exhibition and **XXX** to produce the design.

The key principles governing this partnership have been defined by the Partners in the Letter of Intent signed on **XXX** at Appendix 1. Although **XXX** is no longer a Partner they are co-producing the exhibition and renting it subject to a separate contract.

The Exhibition will highlight **XXX**.

Article 2 Organisation

2.1 Principal Partner

Responsibility for the overall project management, design and financial administration is assumed by **XXX**, the principal partner, which will act in its capacity as "executive producer" in the best common interest and ensure that the production of the Exhibition is duly completed.

2.2 Designated Representatives

The Partners have agreed to set up a steering group ("the Group") comprised of one representative of each of the Partners ("the Designated Representatives"): The following individuals shall be the first Designated Representatives: -

Staff name – organisation
Staff name – organisation
Staff name – organisation
Staff name – organisation

If the Designated Representative is unable to attend a meeting of the Group the Partner concerned shall send an alternate who shall have full voting rights in the Group on behalf of that Partner.

2.3 Quorum

No business of the Group shall be transacted at any meeting unless a representative from each of the Partners is present at the commencement of the business and also when the business is voted upon. All agreements will be recorded in minutes of the meetings. Minutes of the meeting shall be produced and circulated.

2.4 Notice

Meetings of the Group are to be held on not less than 14 days notice unless otherwise agreed by all the Partners.

The Group will lead the Partnership regarding the production schedule and making all management decisions, including budgetary changes.

2.5 Role of the Group

The role of the Group includes validation of each of the key steps in the Exhibition production process as follows

- i) description of content;
- ii) design intentions;
- iii) programme;
- iv) design; and
- v) scenography specifications

2.6 Voting

All decisions of the Group will be taken by a majority vote except where otherwise provided for hereafter, save that no decision of the Group shall cause any of the Partners to be in breach of its constitution; or (if it is a charity) to take any step inconsistent with its charitable objects; or otherwise to be in breach of its domestic or European law.

2.7 Additional Meetings

The Partners will organise regular meetings of those responsible for the content of the design of the Exhibition at each of their museums, in addition to meetings of the Group. These meetings will be organised by each of the Partners in turn, the host covering all of the meeting expenses. The Partners will cover their own travel expenses.

XXX may be invited to send a representative to meetings of the Group but that representative shall not be entitled to a vote.

Article 3 Exhibition Budget

3.1 Budget

The Partners hereby approve a provisional budget of XXX for the production and touring of the Exhibition between them. This cost is detailed in the production budget shown in Appendix 2.

The budget includes the Exhibition (content, material, equipment and programmes) and integration of languages into the Exhibition, transportation, refurbishing and maintaining the Exhibition if necessary and updating the content when necessary. Promotional marketing material, web site and web based learning material will also be developed for the Exhibition.

The budget does not cover translations, insurance while in one of the Partners premises, inspections and other local costs, including marketing and learning. These costs will be covered by the Partners. Costs incurred following the tour of the Exhibition to the Partners' venues will not be covered by the initial budget but through hire fees.

Following the initial set up the Partnership will provide one technical supervisor and the hosting institution will provide at least five qualified workers for the installation and deinstallation of the exhibition.

3.2 Amount of the contribution

Each of the Partners will provide equal contributions to the Exhibition production costs up to the following maximum amounts:

Partner 1	XXX
Partner 2	XXX
Partner 3	XXX
Partner 4	XXX

XXX shall also provide the sum of XXX
(Rental fee, arranged in a separate rental contract)

3.3 Payment methods

Each of the Partners will pay the above sums in three fixed phases as follows:

XXX	Date
XXX	Date
XXX	Date

The sums will be paid by bank transfer upon presentation of an invoice from the Partnership to the XXX account:

Bank details

3.4 Sponsors

If funds are received for the Exhibition in excess of XXX from sponsors the Group will decide allocation of the money. The sponsors' rights will be set forth in a contract signed with the Partnership, after being approved by the Group. Each of the Partners will offer the sponsor services approved by the Group.

It is possible that local sponsors may wish to pay funds to a sole partner. In such cases, the corresponding revenues will not be included in the Exhibition budget described in

article 3.1 of this Agreement. Local sponsors should not compete with Exhibition sponsors, and are subject to approval by the Group.

Article 4 Working Procedure – Distribution of Tasks

Each of the Partners is responsible for specific exhibits jointly defined by the Group and shall produce the related content as well as storyboards for multimedia and audiovisual elements. Each of the Partners will produce plans for prototypes or elements, according to instructions provided by the Group. The scope between the design and production tasks will be defined by the Group in each stage.

The working language for the Exhibition is English. All the computer operating systems and other programmes and technical descriptions will be written in English.

The Exhibition will be written in English and produced in the following languages: XXX, XXX, XXX and XXX. All of the translations and language versions must be ready for the opening of the Exhibition scheduled for XXX.

Each of the Partners will use 3 languages in their venues and are responsible for the costs of translations into the two additional languages, according to their requirements, either alone or together with other Partners.

The roles and responsibilities are described in Appendix 3.

Article 5 Ownership and Partners' Rights

5.1 Ownership

The Exhibition is the property of the Partners and each partner owns 25% of the Exhibition.

Where required, any changes to the shares held by the Partners and their financial contributions will be fixed by joint agreement and will be the subject of a letter signed by the Partners. This document will have the status of an amendment to this Agreement.

The Partners jointly retain the intellectual property rights in respect of the exhibits created especially for the Exhibition. The drawings for these exhibits can be exchanged between the Partners free of charge, for internal use at each museum. If these drawings are used by a partner for profit-making purposes, it must request and obtain the authorisation of the Group beforehand.

5.2 The Partners' rights in respect of the Exhibition

Each of the Partners will host the Exhibition for a maximum period of XXX months. The Exhibition will firstly travel to each of the Partners in accordance with the provisional timetable defined in article 6 of this Agreement.

XXX may be granted the profits generated through rental after XXX up to a maximum of XXX. Any surplus will be for the Partners as a general contribution to the project fund.

Article 6 Timetable and Presentation

6.1. Timetable

The Group is responsible for setting up a production timetable and for implementing it.

6.2 Presentation

The Exhibition will be presented in the premises of three of the four Partners during the following provisional periods:

XXX
XXX
XXX

The first rental has been agreed with XXX for the period XXX to XXX for a rental price of XXX (subject to a separate contract).

The Exhibition will be available for commercial touring from XXX.

The Group is fully authorised to modify this timetable. Where appropriate, all modifications will be the subject of a letter signed by the Partners and will have the status of an amendment to this Agreement.

The Exhibition will be refurbished by XXX between venues and updated midway in the tour between the Partners. This is covered by the Exhibition budget.

Article 7 Responsibilities of the Host Venues when presenting the exhibition

7.1 Gallery requirements

The Host Venues must provide a suitable exhibition space with an area of area XXX to XXX m² and a minimum ceiling height of XXX m.

7.2 Equipment

The Host Venues must provide suitable equipment (including a forklift if required) and personnel (5 persons) to assist XXX with offloading the transport, installation of the exhibits, dismantling of the exhibits, and packing and loading them onto the transport arranged at the end of the term. If a forklift is needed the host venue will provide and pay for one.

7.3 Installation / Dismantling

The Host Venues will:

Agree access requirements and working times with XXX for the installation of the Exhibition at least one month before installation starts.

Keep the exhibits and all packing materials associated with them at the venue and take all reasonable precautions to prevent their damage or loss.

Provide XXX in advance of the exhibition with information about any health and safety risks and regulations of which XXX staff should be aware and agree to provide safe working conditions for XXX staff at all times when working in their venues including necessary fire prevention equipment and equipment and electrical supply to meet the European standards for safety.

Provide during the installation period 2 competent and suitable persons to be trained by XXX in the maintenance and operation of the Exhibition.

7.4 Insurance

The Host Venues will ensure that the Exhibits are insured for a total of XXX as listed on the attached insurance inventory (Appendix 4)

7.5 Maintenance

The Host Venue will:

Comply with all reasonable written and oral instructions from XXX in the maintenance of good standards of quality of the exhibits.

Provide sufficient trained staff at all times to ensure the exhibits are safe and secure.

Provide regular cleaning of the exhibits in accordance with the specifications set out by XXX.

Not allow changes to the exhibition, either by alterations, omissions or additions, unless written approval of the Group is given.

Ensure that they hold any necessary local authorisations and licences required for the performance of recorded music.

Pay for damage to the exhibition caused by any other cause than the normal wear and tear (for instance: vandalism, misuse, fire, ...). This includes costs for spare parts, replacement of the complete exhibit when necessary, and, if a representative of XXX has to come to Host venue work hours and travel costs.

Carry out minor repairs, if the damage is caused by normal wear and tear.

Keep a log of all repair and maintenance work undertaken while the Exhibition is in their venues.

The Partners will pay for repairs to damage through normal wear and tear.

7.6

Special remarksThe exhibition does not travel with lighting; the Host Venue should provide adequate lighting.

Article 8 Books, accounts etc

Proper accounting records shall be kept by XXX on behalf of the Partnership.

There shall be quarterly reviews and annual accounts shall be produced consisting of a balance sheet as at the Accounting Date, a profit and loss account for the period ending on the Accounting Date, a profit appropriation account and Partners' capital and (if appropriate) current accounts.

When signed such accounts shall be conclusive as between the Partners as to all matters therein unless some manifest error shall be found within three months thereafter when such error shall be rectified.

Article 9 Insurance and Liability

9.1 Insurance during transportation

The Partners commonly agree that XXX at its own cost will insure the exhibition on behalf of the Partnership during production and transit. If another company is used for transport then the Partners shall insure by a separate insurance policy covering cargo, theft and contingency insurance against loss or damage of objects during the transportation and until the time of the final Exhibition Receipt Protocol for the minimum amount of XXX.

The Group will appoint XXX to settle this insurance policy.

9.2 Insurance during exhibition in the Partners' Venues

The Host venues will be required to have insurance cover against theft, loss and damage for a minimum amount of XXX. It will also be the obligation of the Host Partner to hold comprehensive public liability cover for a minimum sum of XXX, and each Host Partner shall indemnify the Partnership against any and all liabilities howsoever arising in respect of the Exhibition for so long as it is at the venue of that Host Partner.

Article 10 Rights and Exclusivity

All Partners are responsible for obtaining the intellectual rights or rights of presentation for their direct contributions to the Exhibition. The Group will ascertain that the Exhibition is free of claims of third parties and that the Exhibition can be presented in its entirety throughout the touring and subsequent circulation free from any such claims.

Article 11 Communication: marketing and learning

11.1 Touring Promotion

The Partners will produce the material (a brand image) for the promotion and marketing of the Exhibition. A promotional website that meets basic standards will be produced by XXX in co-operation with the other Partners.

11.2 Local marketing

Each of the Partners will be responsible for its own marketing and promotional campaign as for their other exhibitions. Promotional and educational material developed by one of the Partners will be made available for the other Partners.

Article 12 Monitoring Staff

It is the Designated Representatives' function as persons responsible for monitoring the performance of this Agreement to monitor the staff but they may delegate this task to someone else.

Article 13 Term

This Agreement shall commence as of from the date inserted on the front page. The Partnership will continue until the Exhibition has been displayed at each of the Partners' venues and for the duration of the first commercial rental period (if any) thereafter and, unless the Partners then decide unanimously to continue it, shall then terminate.

The Group has the authority to decide on the sale of the Exhibition, once it has finished travelling, or cost of its destruction, or continued rental. At the end of this period, if the Partnership is continued, a new agreement will be drawn up.

Article 14 Circulation of Exhibition outside the Consortium

The Exhibition will be made available to science centres and museums outside the Partnership after XXX. Each rental will be subject to an agreement between the Partnership and the exhibitor. The Partnership will collect the corresponding revenues and, where appropriate, at the end of each calendar year, pay the sums due to the Partners in accordance with the procedures defined below.

The rental price for the Exhibition will be XXX for XXX months, to be reviewed annually. For longer periods the price is negotiable, to be approved by the Group. This does not take into account costs arising from transport, insurance and translation into new languages, but does include integration of languages. The cost of installation and disassembly is included in the price for provision and is deducted from the revenues related to such provision. Similarly, the cost of reconditioning, maintenance and storage of the Exhibition is deducted from the revenues related to provision. If the Group is unable to cover costs through hire fees any costs incurred must be shared equally by the Partners.

Article 15 Termination

Should one of the Partners fail to meet its obligations as defined herein, the other Partners may terminate this Agreement after formal notice by registered letter with acknowledgement of receipt has failed to resolve the problem within 15 days of its presentation.

If the Exhibition is not produced at all because of one of the Partner's failure, the other Partners shall be entitled to require that the sums already paid in to the Partnership be returned to them. If the Exhibition is completed in a greatly modified or diminished form due to the failure of one of the Partners, the other Partners shall be entitled to require that the balance of sums paid by that Partner be redistributed to them.

Article 16 Disputes

In the event of a dispute between the Partners, XXX shall be appointed to mediate the dispute. In the event of a failure to reach an amicable settlement and when mediation by XXX fails, all disputes concerning the interpretation or application of this agreement will be settled in accordance with the law of England and Wales and shall be regulated by the competent Court in England and Wales.

This contract was drawn in four identical equivalent copies for the four Parties and signed on XXX.

Signed for and on behalf of XXX

Signed for and on behalf of XXX

Signed for and on behalf of XXX

Signed for and on behalf of XXX