Template International Touring Exhibitions Agreement & Guidance Notes

Commissioned and developed by ICOM UK and the British Council as part of the Working Internationally Regional Project (WIRP) and Supporting International Engagement Project, with legal advice by Farrer & Co.

ICOM UK and the British Council would like to thank Farrer & Co. and all of the consultants and UK museums who gave their time to developing and reviewing this template and resource.

The WIRP is funded by the Arts Council England Museum Resilience Fund and led by ICOM UK in partnership with the National Museums Directors' Council and the British Council.

Legal disclaimer: please read before using the template exhibition hire agreement

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Introduction

A contract, or Exhibition Hire Agreement, between the organiser and a hirer of an international touring exhibition is not the starting point for negotiating the terms of an international touring exhibition. It is a formal document to set out the roles and responsibilities *already discussed and agreed* between the parties involved.

So why have a formal agreement if the terms have already been agreed verbally or in writing? A formal agreement allows the parties to set out their responsibilities in writing, which can help avoid confusion or disagreement as a project progresses. It binds the parties to their duties and provides a clear time frame for these duties to be carried out. An agreement also sets out the payment terms. Although a relatively uncommon problem in the sector, an agreement provides recourse if the relationship between the parties deteriorates for any reason.

Prior to issuing a formal agreement, you may feel it is necessary or appropriate to sign a letter of agreement (LOA) or a memorandum of understanding (MOU). This can be a shorter and simpler document that states the intention of the parties to work together, and outlines the basic principles of working together until a more detailed agreement is signed. A LOA or MOU might include brief information under the following headings:

- Purpose of the letter.
- Exhibition place and dates.
- Brief description of the scope of the exhibition, who will curate it, required credit lines etc.
- A brief outline of what the Organiser is responsible for organising and paying for.
- A brief outline of what the Hirer is responsible for organising and paying for.
- Any exhibition design requirements.
- Exhibition 'hire fee' and payment instalments, including any penalties for withdrawing from the tour after signing the LOA or MOU, and any additional or variable costs.
- Further negotiations and time scales.
- Confidentiality.
- Termination.

How to use this template

It is impossible to create a template agreement that suits all types of international touring exhibition and all types of organisation. In an attempt to provide a useful resource for the sector we have developed a template agreement based on the most common international touring model at the time of writing: the organiser and hirer model (TEG's Single Venue Development production model[1]). We appreciate there are many different models for international touring and encourage you to adapt the template agreement to meet the specific needs of your exhibitions and touring models.

[1] TEG (Touring Exhibitions Group) has defined touring production models as part of its *Economics of Touring Exhibitions* research and training http://teg.org.uk/

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At the start of each section we have given some general guidance information, as well as specific notes on individual clauses. Again, we cannot anticipate every single scenario that may occur. We highlight some common scenarios encountered by UK museums touring exhibitions internationally, and offer suggestions for amending the template agreement.

Red text indicates where the text may need to be changed according to the exhibition and/or parties involved. A Word version of the template exhibition hire agreement without the guidance notes accompanies this PDF.

And don't forget to check and update the clause numbers if you add or remove any!

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Cover Page Guidance Notes:

- *An example of a Unique Reference Number might be [Organiser's initials]_[Hirer's initials]_001*

An Exhibition Hire Agreement Made Between

[NAME OF ORGANISER]

And

[NAME OF HIRER]

On

[DATE]

Reference: [INSERT UNIQUE REFERENCE NUMBER]

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Guidance Notes:

The 'legal details' are the legal entity for your organisation, e.g. The Board of Trustees of The Museum rather than The Museum, which is a brand name. If there is the possibility that the legal entity of your organisation may change during the term of the contract or exhibition tour then seek legal advice on how to include a novation in the agreement. Novation can mean replacing a party to form an agreement with a new party. An example of this would be if your organisation changes from a Local Authority-run museum to a Charitable Trust.

(B) Edit this clause depending on who the objects in the exhibition belong to.

Appendix A We have not provided a template object list as each organisation will have a preferred format and the information is exhibition specific. Make sure this contains all of the information required by the parties and as referenced in the agreement.

Appendix B We have provided a template at the end of the agreement.

Appendix C We have provided a template at the end of the agreement.

Appendix D We have not provided a template. This appendix should include the venue name(s), venue address(es) and exhibition date(s). If the venues are not yet confirmed then tentative tour slots with approximate dates could be listed. If the exhibition dates are not confirmed then make sure it is clear that these are provisional dates.

Appendix E We have not provided a template. The Press and Marketing Guidelines will be based on the organiser's marketing and branding strategies.

THIS EXHIBITION HIRE AGREEMENT IS MADE BETWEEN:

(1) [Full name, legal details and address of Organiser] ("**the Organiser**")
and

(2) [Full name, legal details and address of Hirer] ("**the Hirer**")

Together, the Organiser and the Hirer will be referred to as "the Parties".

RECITALS / GENERAL PRINCIPLES

(A) A letter of agreement of [insert date of LOA signature] (**LOA**) has been signed between the Parties to confirm their joint intention to enter into an agreement for the hire of [Exhibition Title] (**The Exhibition**), for a period of display from [Opening Date] to [Closing Date] (**The Exhibition Display Period**).

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(B) The Exhibition is owned by and has been designed, developed and produced by the Organiser. It contains objects from the Organiser's collection [and those of third party Lenders with whom the Organiser has agreed loans for the display of the Exhibition].

(C) The Organiser intends to grant the Hirer the right to display the Exhibition in accordance with the terms set out in this Agreement.

(D) The Exhibition will be displayed at [Venue Name/Address of Venue] (**The Venue**).

(E) The Exhibition will be displayed at the Venue according to any specifications supplied in advance by the Organiser. Any proposed change in the Exhibition title, Exhibition content, Venue or Exhibition Hire Period must be approved in writing by the Organiser at least three months prior to the Exhibition opening. Any other changes to this Agreement must be made in writing and signed on behalf of each Party (or their agents).

(F) The Organiser and the Hirer agree that the terms and conditions of this Agreement and its Appendices shall be read together, and will form the full Agreement between the Parties. The Appendices comprise the following:

Appendix A – Exhibition Items
Appendix B – Specific conditions to be provided by the Hirer
Appendix C – Outline of Loan Hire Fee and other costs
Appendix D – Provisional Tour Schedule
Appendix E – Press and Marketing Guidelines

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Section 1: Definitions - Guidance Notes:

1.1.11 Responsibility for providing AV (Audio Visual) or Creative Elements hardware is a serious undertaking and should be carefully considered. It is not easy to tour hardware and extremely difficult to maintain it remotely. If hardware forms a substantial part of the exhibition, and if the organiser intends to supply it for tour, then specific clauses will need to be added under the Obligations of the Organiser and Obligations of the Hirer sections. It would be worth consulting UK museums or galleries who have experience of touring hardware for advice. Also consult the appointed transport agent for advice as hardware may be treated differently from objects for import and export.

1.1.22 Delete sub-clause 1.1.22 if there is no subsequent venue for the exhibition.

1.1.23 The parties may commence the agreement on the date of signature, or they may wish for it to commence at a later date. In any case, however, the commencement date must be no later than the point at which the objects are to leave the organiser or the previous venue (as applicable) for transport to the venue.

Please note that the rights and obligations set out in clauses 4.2 (the right for the Hirer to use Materials) and 15.2 (the warranty from the Hirer that all conditions will be met for the Objects to be immune from seizure under relevant legislation) are each linked to the definition of Term set out in clause 1.1.23.

1.1.26 Delete sub-clause 1.1.26 if there is only one venue for the exhibition.

1. Definitions:

1.1 Unless the context otherwise states or requires, capitalised words used in this Agreement shall have the meanings set out below:

1.1.1 **Background IPR** means all Intellectual Property Rights excluding Foreground IPR, owned by the Organiser prior to their accession to this Agreement, as well as any Intellectual Property Rights pertaining to such information, the application for which has been filed before their accession to this Agreement, and which is needed for creating the Creative Elements or for using Foreground IPR in accordance with this Agreement;

1.1.2 **Condition Reports** means the documents in which the physical condition of the Objects are described;

1.1.3 **Creative Elements** means any original titles, designs, character names and likenesses, dialogue, music, sound effects, words, symbols, graphics and footage, visual representations of props, special effects and any other creative elements which appear in or have become directly associated with the Exhibition or its content;

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1.1.4 **Dismantling Period** means the period following the close of the Exhibition, during which the Exhibition Items are condition reported and packed for transportation;

1.1.5 **Exhibition Display Period** means the period of display of the Exhibition at the Venue, as set out in clause 6.1;

1.1.6 **Exhibition Items** means items listed in Appendix A, including the Objects and the Materials;

1.1.7 **Exhibition Hire Period** means from the point that the Exhibition Items leave the [Organiser's/Previous Venue's] premises until the Exhibition is received by the [Organiser/Subsequent Venue];

1.1.8 **Exhibition** means the areas within the Venue where the Exhibition Items will be displayed during the Exhibition Display Period;

1.1.9 **Fixed Fee** has the meaning given to it in Appendix C;

1.1.10 **Foreground IPR** means all Intellectual Property Rights in the Creative Elements arising as a direct result of and in the performance of this Agreement;

1.1.11 **Installation Period** means the period before the opening of the Exhibition, during which the Exhibition Items are condition reported and installed and handed over to the Hirer to manage for the Exhibition Display Period;

1.1.12 **Intellectual Property Rights** means all patents, trade marks, trade names and domain names, service marks, rights to inventions, copyright and related rights, rights in get-up, rights in goodwill, unfair competition rights, rights in designs (whether held in physical or electronic format or otherwise howsoever), 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 renewal or extensions of, such rights and similar or equivalent rights or forms of protection in any part of the world;

1.1.13 **Lenders** means any third party lenders of any of the Objects;

1.1.14 **Loan Hire Fee** means the total hire fee payable by the Hirer in consideration of hiring the Exhibition, as set out in Appendix C;

1.1.15 **Materials** means the sets, AV materials, props and equipment and any other items that may be agreed between the Parties which are to be loaned or made available to the Hirer in accordance with this Agreement;

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1.1.16 **Marketing and Publicity Materials** means marketing and publicity materials or assets issued by the Organiser to the Hirer for the purposes of promoting the Exhibition;

1.1.17 **Opening Date** means [insert opening date for Exhibition];

1.1.18 **Objects** means the Objects listed in Appendix A, to be displayed in the Exhibition;

1.1.19 **Period of Insurance** has the meaning given to it in clause 10.1;

1.1.20 **Press and Marketing Guidelines** means the guidelines set out in Appendix E;

1.1.21 **Previous Venue** means the prior location where the Exhibition was on display as outlined in Appendix D;

1.1.22 **Subsequent Venue** means the next location where the Exhibition will be on display as outlined in Appendix D;

1.1.23 **Term** means the period of this Agreement, commencing on [insert date] and continuing until [insert date];

1.1.24 **Third Party IPR** means Intellectual Property Rights, not owned by Parties subject to this Agreement and any other consents or permissions acquired by the Parties to fulfil the terms of the Agreement;

1.1.25 **Exhibition Toolkit** means the toolkit to be supplied in accordance with clause 7.1.3;

1.1.26 **Tour Venues** means the other venues on the Exhibition tour, as outlined in Appendix D, to be confirmed by the Organiser in due course;

1.1.27 **Variable Fee** has the meaning given to it in Appendix C.

1.2 In this Agreement unless the context otherwise requires:

1.2.1 words importing the singular include the plural and vice versa;

1.2.2 any words following 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;

1.2.3 reference to a government body, statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

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1.2.4 reference to one gender includes a reference to all other genders; and

1.2.5 the headings of clauses and Appendices do not affect the interpretation of this Agreement.

Section 2: Loan - Guidance Notes:

2.1 The reference to the loan to the Hirer being "to the exclusion of any other terms, conditions or representations" is included to make it clear that the terms set out in this agreement are the only terms that apply to the loan as between the hirer and the organiser.

The organiser would need to satisfy itself that it has the right to loan any such objects to the hirer under the terms of such loan agreements. If there are specific terms in the loan agreements that must apply to the loan of objects, the organiser would need to make the lender aware of these in accordance with the terms of the agreement (including in accordance with clause 7.1.7 and 8.1.19), or otherwise specifically amend this agreement to pass on the contractual obligations of the loan agreement.

2. Loan

2.1 In consideration of the mutual undertakings contained herein and of the fees and costs payable hereunder, the Organiser shall lend and the Hirer shall accept on loan the Exhibition Items upon the terms and conditions set out in this Agreement to the exclusion of any other terms, conditions or representations.

2.2 The Exhibition Items shall only be shown to the public at the Venue in the Exhibition Space during the Exhibition Display Period.

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Section 3: Fees and Payments - Guidance Notes:

It is highly recommended that all payments made to UK organisations are made in pounds sterling. Although this helps the organiser manage their UK budget more easily, the working relationship between the parties will be smoother if the organiser keeps in mind that working in pounds sterling may not be so easy for the Hirer. Depending on the direction, fluctuations in the exchange rate could either cause the hirer's costs to increase substantially, or effectively act as a discount. The timing of the fluctuation, for example, just in advance of a large stage payment, can also increase the impact.

Financial risk management should be considered by both parties. For example, the organiser is exposing their organisation to a higher level of financial risk if they agree to pay for costs up front and then request reimbursement from one, or more, hirers. Such arrangements may also put one or more of the parties on the wrong side of local procurement and tax laws.

Organisers may be asked by hirers to 'cap costs' in the agreement - a request that transfers risk from the hirer to the organiser. The Fixed Fee + Variable Fee model can be a useful tool for managing variable costs in a transparent way (see Appendix C).

It is impossible to mitigate against all of the financial risks in international touring exhibitions but a clear and fair agreement can help manage and reduce the level of risk for the organiser and hirer.

VAT and other local taxes are subject to change so do seek up to date advice if you have not issued a touring agreement for some time.

3.5 The reference to "from time to time" is included to make it clear that the base rate itself may be changed by the bank periodically, and that the hirer shall be liable to pay interest at the rate that applies at the point when the interest is payable.

3. Fees and Payments

3.1 The Hirer shall pay the Organiser the Loan Hire Fee, according to the payment schedule as outlined in Appendix C.

3.2 The Hirer shall be responsible for bearing all costs incurred by the Hirer or any third party engaged by the Hirer to enable the Hirer to comply with the Hirer's obligations under this Agreement.

3.3 VAT and its equivalent in any international jurisdiction, together with any equivalent local taxes, including sales taxes, shall be payable by the Hirer in addition to the Loan Hire Fee according to local legislation. The Hirer shall pay all amounts due to the Organiser under this Agreement without withholding or deducting any tax or levy unless required by law. If the Hirer is required to withhold or deduct any such sums from any payments to the Organiser, the Hirer

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shall, when making the payment to which the withholding or deduction relates, pay to the Organiser such additional amount as will ensure that the Organiser receives the same total amount that it would have received if no such withholding or deduction had been required.

3.4 The Hirer shall pay any sums due under this clause 3 and Appendix C within 30 days of the date of the Organiser's invoice for the same.

3.5 Without prejudice to any other right or remedy that it may have, if the Hirer fails to pay the Loan Hire Fee (or any part of it) in accordance with the provisions of this clause 3 or Appendix C the Organiser shall be entitled to charge interest on all outstanding sums from the due date until payment is made in full at 3% per annum above the base rate of the Bank of England[2] from time to time.

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[2] Please see http://www.bankofengland.co.uk/boeapps/iadb/Repo.asp for details of the applicable base rate from time to time.

Section 4: Ownership, Rights and Approvals - Guidance Notes:

Copyright is a complex subject and UK organisers may find that copyright laws, and attitudes towards ownership and rights in general, in the jurisdiction of the hirer are quite different from those in the UK. It is also worth remembering that Intellectual Property Rights (IPR) may reside in many elements of a touring exhibition and not only in the objects and images of them.

UK copyright laws are subject to change, so it is worth doing some research or seeking advice from a copyright expert if there have been recent changes in the law, or the ownership, rights and approvals are particularly complex for your international touring exhibition.

4. Ownership, Rights and Approvals

4.1 All Foreground Intellectual Property Rights residing in the Creative Elements for the Exhibition shall at all times remain vested in the Organiser. The Hirer shall use the Creative Elements only as specified in Appendix A or outlined in Appendix E.

4.2 Any Background IPR residing in Materials supplied by the Organiser to the Hirer shall remain vested in the Organiser (or the Organiser's licensors). The Organiser hereby grants to the Hirer a non-exclusive, royalty-free licence to use, copy and reproduce the Materials during the Term for the purpose of hosting, publicising and promoting the Exhibition provided that any such use is compliant with the terms of this Agreement, including Appendix E.

4.3 The Hirer shall be responsible for seeking all necessary consents and permissions associated with Third Party IPR in all Objects, Materials and Creative Elements unless specified otherwise in Appendix A and/or Appendix E.

4.4 The Organiser, any Lenders and/or rights holders for any Third Party IPR in the Objects must be credited in accordance with this Agreement or as required by the Organiser, Lenders and/or rights holders for any Third Party IPR when used within the Exhibition, or whenever the Hirer copies or recreates the same.

4.5 The Hirer shall not make additions to, deletions from, copies of, new recordings of or alterations to any of the Objects, Materials or the Creative Elements without the express prior written consent of the Organiser. Where the Organiser's prior written consent has been given under this sub-clause 4.5, the Hirer will work with the Organiser on a case by case basis to agree on a suitable amendment, to be confirmed between the Parties in writing prior to taking effect.

4.6 Without prejudice to the foregoing provisions of this clause 4, and subject to any consents and permissions required from any Lenders and/or rights holders for any Third Party IPR, general installation photos and recordings by the press of the Exhibition are permitted, but are only to be used in conjunction with promotion of the Exhibition before or during the

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Exhibition Display Period or for other related uses such as annual reports, internal communication, etc., subject in each case to the prior written approval of the Organiser.

4.7 Subject to any consents and permissions required from any Lenders and/or rights holders for any Third Party IPR, the Hirer may hold in perpetuity copies of the Exhibition text, photos of the Exhibition installation, and design plans, in an archival file for educational viewing and non-commercial research purposes only.

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Section 5: Credits - Guidance Notes:

You will save a lot of time if you discuss and agree the exhibition title, exhibition credit line and hierarchy of logos early on in your negotiations.

If the organiser wishes to have the same exhibition title at each tour venue then this is covered in point (E) under the General Principles section at the start of the agreement.

If the organiser is happy to work with the hirer to agree on a title that appeals to local audiences, the following clause could be included in this section, and 'Exhibition title' should be removed from point (E) under General Principles.

'The title of the Exhibition in [insert city] shall be decided by the Hirer in consultation with the Organiser. If it is not an exact translation of the English title, it will remain faithful to the character of the Exhibition. The Organiser shall have the right to approve the title (such approval not to be unreasonably withheld).'

Ideally, the exhibition credit line will reflect the nature of the relationship or partnership between the organiser and the hirer. For example, 'Exhibition organised by [Organiser] and [Hirer]' or 'Exhibition organised by [Organiser] in collaboration with [Hirer]'. *Take a look at the credit lines used in temporary and touring exhibitions that you visit to get an idea of how other organisations credit organisers, venues, partners and sponsors.*

The hirer may wish to develop a title logo for the exhibition to use within the exhibition and also on associated printed and digital materials. This may also be in a different language. In this case the organiser may consider adding an extra clause to cover the sign-off of the design and use of the title logo.

A degree of flexibility and compromise may be required when negotiating the credit line and logo placement for a touring exhibition. Remember that the hirer may not have the same flexibility on the use and placements of logos as the organiser, depending on their governance and funding arrangements.

5.9 This clause is designed to make it clear that the hirer will not obtain any unregistered rights in the organiser's logo through its use of the organiser's logo (and that any such rights will, instead, be owned by the organiser). The clause is a reflection of a right in English law common (goodwill) and there may be equivalent rights in other jurisdictions that the organiser would want to secure, though it would not necessarily be applicable in all jurisdictions.

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5. Credits

5.1 The exact form of credit to be used for the Exhibition will be: "Exhibition Organised by [Organiser], [City]". The credit line must appear alongside the Exhibition Title within the Exhibition while the Exhibition is at the Venue and on all printed and electronic materials

produced in connection with the Exhibition, to be used along with the Organiser's logo. This credit line may also be used with the Venue's and/or the Hirer's logos. A hyperlink to the Organiser's website (Insert link to Organiser's website) should appear on the Venue's and/or Hirer's website.

5.2 The Hirer will encourage all news media to use this credit line in their coverage of the Exhibition.

5.3 Subject to clause 5.4, credit to other Parties, including the Hirer and sponsors, should be secondary to the Organiser credit, unless otherwise agreed between the Parties. This may involve:

5.3.1 placing the Organiser's logo in a more prominent position than secondary logos.

5.3.2 making the Organiser's logo significantly larger than secondary logos.

5.3.3 making the Organiser's logo a brighter or more prominent colour than secondary logos.

5.4 The Hirer should not use the logos of any third party in connection with the Exhibition without the prior written approval of the Organiser.

5.5 The Organiser shall have the opportunity to approve all advertising copy, design and promotional material produced in association with the Exhibition at least one month before the opening date of the Exhibition (and the Organiser shall endeavour to respond within 5 working days). All such materials must be produced in accordance with Appendix E. Press releases must be sent for Organiser approval at least one week prior to issue (and the Organiser shall endeavour to respond in 2 working days).

5.6 The Hirer shall provide the Organiser with a detailed media proposal for the Exhibition at the Venue at least one month before the Opening Date of the Exhibition. This should include details of any features, promotions, and press conference(s), particularly if they involve any international bodies. Later media proposals, if any, should also be sent to the Organiser for approval (such approval not to be unreasonably delayed or withheld).

5.7 The Organiser reserves the right to view and approve or veto all material to be produced or published in relation to the Exhibition before production to ensure its consistency with the Exhibition identity and adherence to the terms of this Agreement.

5.8 The use of the Organiser's logo shall be subject to the following conditions:

5.8.1 the Hirer will only use the Organiser's logo on the promotional materials which have been approved in writing by the Organiser and in accordance with the Press and Marketing Guidelines;

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5.8.2 the Hirer shall not use the Organiser's Logo in any manner which is prejudicial to the good name or image of the Organiser;

5.8.3 the Hirer shall adopt such versions or renditions of the Organiser's logo as the Organiser may from time to time direct.

5.9 Any goodwill that accrues from the Hirer's use of the Organiser's logo shall belong to the Organiser, and the Hirer agrees to execute any documents which may be necessary to vest such goodwill in the Organiser.

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Section 6: Timetable - Guidance Notes:

6.1.1 – 6.1.3 Insert suggested dates and specify non-working days. These could be weekends, public holidays, courier rest days etc.

6. Timetable

6.1 All operations will take place according to the following tentative timetable:

6.1.1 Installation Period: [XX to XX, where XX and XX are non-working days]

6.1.2 Exhibition Hire Period [XX to XX, where XX and XX are non-working days]

6.1.3 Dismantling Period [XX to XX, where XX and XX are non-working days]

6.2 Final dates will be confirmed and adjusted if necessary by joint agreement between the Parties in writing, noting always the Organiser's onward commitments to both the Lenders, the Previous Venues and the Subsequent Venues.

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Section 7: Obligations of the Organiser - Guidance Notes:

7.1.1 The phrase 'advised in advance' may sound a little vague but a specific date is not given in case there are unforeseen circumstances under which the organiser has to make any changes to Appendix A (the list of objects). This may be more important for exhibitions with numerous third party lenders.

7.1.3 Remember that translating extensive and complex exhibition panel and label text into one or more languages can take a long time. The organiser should provide the hirer with the text for translation as far in advance as possible, ideally as soon as possible after the agreement is signed.

7.1.7 This sub-clause is not required if there are no third party lenders to the exhibition. This sub-clause will also need to be amended in the case that third party lenders request to have loan agreements directly with each tour venue. Don't forget to ensure the information in Appendix A is accurate; this includes maintaining the anonymity requested by any lenders to the exhibition.

Even if a loan agreement does not include a confidentiality clause, a lender could have a cause of action against the organiser for breach of confidence if the organiser discloses commercially sensitive information to a third party. As such, if the hirer or any other third party needs to see copies of the loan agreements, the organiser would be well advised to obtain the written consent of each lender to share the loan agreement with third parties.

7.1.8 Change this sub-clause if some or all of the loan fees requested by lenders have to be paid by the hirer. It is easy to forget that failing to clarify and agree additional costs like this can have a negative impact on the organiser's and hirer's working relationship.

7.1.10 This sub-clause may need to be amended depending on the types of objects included in the exhibition and the complexity of the mounts required. Not all mounts supplied may be fit for purpose at every single tour venue, depending on the display infrastructure. It is almost always necessary for the hirer to provide some resource for modifying tour mounts or, for select items, produce their own, either in advance of or during installation. Who pays for this resource and work needs to be agreed in advance.

7.1.11 Insert the number of couriers and edit, if necessary, to reflect the role of the couriers. This sub-clause can be deleted if there are no couriers for the exhibition.

7.1.12 Edit or delete this sub-clause according to the elements provided by the organiser.

7.1.13 Delete this sub-clause if there are no couriers for the exhibition or if training is not appropriate or relevant to the type of exhibition.

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7. Obligations of the Organiser

7.1 The Organiser shall undertake the following obligations in connection with the Exhibition, in accordance with the terms and conditions of this Agreement:

7.1.1 lend the Exhibition Items as listed in Appendix A to the Hirer. Any necessary changes to this list will be advised in advance by the Organiser and the Organiser shall use reasonable endeavours to ensure that any changes do not substantially change the character or installation of or maintenance requirements for the Exhibition;

7.1.2 work with the Hirer to resolve any issues with the Exhibition Items in accordance with clause 9;

7.1.3 supply the Exhibition Toolkit to the Hirer. This Exhibition Toolkit shall include all relevant files required for the installation and display of the Exhibition, including text and images. Any content files required for the purpose of translation shall be supplied by [insert date];

7.1.4 supply as part of the Exhibition Toolkit a Press and Marketing kit containing text and a selection of Object, installation or contextual images for the purpose of publicising the Exhibition, indicating whether copyright has been cleared by the Organiser and, if so, for what purpose. Where the Hirer is required to arrange rights clearance, full contact details of the relevant copyright owner(s) will be supplied;

7.1.5 manage the tour of the Exhibition to the Venue (and any subsequent venues), providing a dedicated member of staff to be the key point of contact;

7.1.6 liaise with the Hirer in arranging or providing timely support to arrange the packing, transportation, customs arrangements, loading or unloading and liaising with fine art transport agents, wherever such arrangements need to be made in the United Kingdom;

7.1.7 deal with and negotiate with on behalf of the Hirer all Lenders to the Exhibition, as listed in Appendix A. The Organiser shall be responsible for entering into all loan agreements with the Lenders, and for notifying the Hirer of any conditions stipulated by the Lenders with regard to packing, transportation or display requirements, where such requirements are the responsibility of the Hirer;

7.1.8 unless otherwise agreed between the Parties, pay any loan fees charged by Lenders for Objects in the Exhibition;

7.1.9 ensure that all Objects are fit for display, undertaking any reasonably necessary conservation assessments, treatments, condition reporting and photography prior to transportation;

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7.1.10 provide a support crate containing all necessary mounts or bespoke equipment required for installation or maintenance, and provide all necessary frames or mannequins as detailed in Appendix A;

7.1.11 provide the time, services and associated travel insurance for X courier(s) to oversee the transportation, unpacking, installation and dismantling of the Exhibition at the Venue. The associated costs are shown in Appendix C (and shall be reimbursed by the Hirer as part of the Variable Fee). For the avoidance of doubt, any Lender couriers to be sent on the request of Lenders shall be provided in addition to the Organiser's couriers and at the Hirer's cost;

7.1.12 provide the Exhibition website, information on associated education or other programmes and [detail any additional interpretation materials];

7.1.13 provide basic training for members of Hirer staff for the day to day management and supervision of the Exhibition.

7.2 The obligations in this clause 7 shall be subject to the Hirer's compliance with the terms of this Agreement including, in particular, payment of the Hire Fee as outlined in Appendix C.

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Section 8: Obligations of the Hirer - Guidance Notes:

There are many models for producing and organising international touring exhibitions. With the Single Venue Development model the hirer may wish to add additional objects or other content to the exhibition. In this way the hirer can tailor the exhibition towards its local audience or to meet specific aims and objectives when receiving an international touring exhibition.

In this scenario, the organiser could add additional clauses in this section to ensure there is a process agreed between the parties for adding, and approving, any additional objects or content. The organiser will want to ensure that the curatorial narrative and overall vision for the exhibition are retained.

The opposite may also be true and the hirer may wish to remove content that is not considered suitable for display in their country, or content that does not physically fit into their exhibition space. Again, the organiser will want to ensure that such arrangements are covered by the agreement between the parties, and that removing objects does not adversely alter the exhibition. Particular attention should be paid to the storage arrangements, associated costs, and any obligations to third party lenders for objects removed temporarily from an exhibition tour.

Remember that adding or removing objects, or displaying them in new configurations, may also have an impact on the text supplied for exhibition labels and panels. The agreement should ensure that the process and responsibilities for managing this are clear. The organiser may not have the capacity to supply new or edited exhibition text but the organiser is likely to want approval rights on any new or edited text produced by the hirer.

Organising, and sharing the cost of, transport for an international touring exhibition can be managed using different tour models. The model chosen will depend on the type of exhibition, the relationship between the organiser and venues, the level of organisation and financial risk that the organiser is willing to take on for the tour, whether venues are required to work with local agents etc. Some examples include:

- *The Organiser contracts a transport agent for the whole tour, pays for the transport costs, and then invoices each Venue for their share of the costs.*
- *The Organiser contracts a transport agent for overall tour co-ordination and the final return/dispersal leg of the tour, and then invoices each Venue for their share of these costs. Each Venue is responsible for contracting a transport agent for the inbound transport to their Venue but the Organiser has to right to approve the contracted transport agent.*
- *The Organisers and Venues work collaboratively on the transport arrangements for the tour, with one Venue or the Organiser taking responsibility for co-ordination. The appointed transport agents(s) invoice the Organiser and Venues accordingly for their share.*

8.1.9 Ideally, a separate room away from the display location of the exhibition will be available for object preparation but this is not always feasible, depending on the layout and space available at the venue. In many cases the display location for the exhibition will also be the

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preparation space, in which case this sub-clause should be amended to reflect the set up at each venue.

8.1.15 Per diem rates will need to be agreed between the organiser and hirer. HMRC in the UK provides guidance on expenses payments for employees travelling outside of the UK. This document is a useful reference for negotiating per diem rates and is updated every October: https://www.gov.uk/government/publications/scale-rate-expenses-payments-employee-travelling-outside-the-uk
In some cases the appointed transport agent may provide courier per diems, especially if a courier is accompanying the exhibition in transit. In this case this clause should be amended to reflect the agreed arrangement for providing per diems.

8.1.16 Delete this sub-clause if there are no third party lenders to the exhibition.

8.1.18 Delete this sub-clause if there are no third party lenders to the exhibition.

8.1.23 The UK Government Indemnity Scheme (GIS) cannot cover objects from UK collections touring internationally. However, the GIS guidelines provide a good benchmark for the standards venues should meet for receiving an international touring exhibition from the UK. If reference to the GIS guidelines might confuse the venue (i.e. they might think that GIS will cover the exhibition and they do not need to provide insurance cover) then this reference can be removed because the clause states that the venue must meet the requirements stipulated by the organiser and the UK Museums Security Adviser at Arts Council England.

8.1.25 List the organiser's key staff who should attend the exhibition opening.

8.1.26 If the hirer is not able to provide an accurate number for visitor attendance then the organiser may agree to accept a best estimate. At some venues, the entrance fee for an exhibition is included in the general entrance fee to the building, in which case exhibition visitors may not be counted separately.

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8. Obligations of the Hirer

8.1 The Hirer shall undertake the following obligations in connection with the Exhibition in accordance with the terms and conditions of this Agreement:

8.1.1 safeguard the Exhibition Items and comply with all conditions laid out in Appendix A relating to the packing, transportation, conservation, maintenance, display, storage, safety and security of the Objects;

8.1.2 pay the Loan Hire Fee as laid out in Appendix C, along with all relevant costs relating to the Hirer's obligations, as outlined in this Agreement;

8.1.3 comply fully with the specific conditions laid out in Appendix B;

8.1.4 appoint a recognised fine art transport agent with proven experience in the transport of fragile and valuable artefacts, whose staff are trained in the handling of such material, to liaise with the Organiser's appointed fine art transport agent. The Organiser shall have the right to approve the Hirer's selected fine art transport agent (such approval not to be unreasonably withheld);

8.1.5 provide suitably qualified members of staff to carry out the work required to facilitate the loan of the Exhibition in accordance with the provisions of this Agreement or as specified in writing by the Organiser;

8.1.6 manage and pay for the costs associated with the fit-out and maintenance of the Exhibition Spaces in the Venue where the Exhibition will be displayed, including (but not limited to) design, construction (including showcases, walls and plinths), security, staffing, cleaning and repair;

8.1.7 comply with the specifications set out in this Agreement and the Exhibition Toolkit as regards the labour, equipment and logistical requirements for the installation, operation and dismantling of the Exhibition;

8.1.8 complete a UKRG (UK Registrars Group[3]) facility and security report prior to the signature of this Agreement, and make any reasonably requested changes to the Venue for approval by the Organiser (such approval not to be unreasonably delayed or withheld);

8.1.9 provide an area of at least [XXX] square metres for the display of the Exhibition to ensure safe visitor flow, unless otherwise agreed and approved by the Organiser;

8.1.10 provide a lockable, air-conditioned, secure, clean room with tables and sufficient lighting within easy distance of the display location of the Exhibition for the condition reporting of the Objects during the Installation Period and Dismantling Period;

8.1.11 complete the preparation of the gallery areas within the Venue, including allowing for any off-gassing periods for construction materials and ensuring environmental requirements are met, by no later than [insert date or state 2 days before start of the Installation Period];

8.1.12 allow no less than [X] days for the Installation Period and no less than [X] days for the Dismantling Period, based on a working day of 8 hours (including a lunch hour);

[3] More details can be found at: www.ukregistrarsgroup.org

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8.1.13 provide [X] members of suitably trained staff to assist with the unpacking and installation of the Exhibition, and [X] members of staff to assist with the dismantling and packing of the Exhibition;

8.1.14 provide any staff or equipment required for the unloading or loading of Exhibition Items into and out of the Venue;

8.1.15 comply with the provisions of clause 9;

8.1.16 arrange and cover the cost of attendance of [X] of the Organiser's couriers, including accommodation, travel and per diem at an agreed rate. Accommodation should be in a four star hotel (or equivalent, subject to approval by the Organiser). Couriers accompanying objects in transit should travel business class. Daily living expenses (per diem) should be provided in cash and in full upon the Courier's arrival at the Venue. Where necessary, the Hirer is also responsible for arranging and covering the cost of any required visas;

8.1.17 bear all costs relating to the Lender's couriers, which, for the avoidance of doubt, will be additional to the Organiser's couriers;

8.1.18 provide safe working conditions for the Organiser's staff and Lender's couriers at all times whilst at the Venue;

8.1.19 comply with any additional requirements specified by the Lenders, as notified to the Hirer by the Organiser in accordance with clause 7.1.7;

8.1.20 comply fully with the conditions set out in Appendix E as they relate to press and marketing and other material produced for the promotion of the Exhibition, including the appropriate use of credits, captions and logos;

8.1.21 acknowledge that the Exhibition is the creation of the Organiser and its designers in publications, publicity materials, broadcasts and other literature associated with the Exhibition in a form approved by the Organiser;

8.1.22 bear the cost of all printed and digital publicity to promote the Exhibition, according to the guidelines in Appendix E;

8.1.23 display all required accreditations to third parties as advised by the Organiser and obtain prior written approval from the Organiser for all proposed use, display or inclusion of such accreditations where such use differs from the specifications given in Appendix A or Appendix E;

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8.1.24 ensure that Objects are adequately monitored and secure whilst the building is open to the public, using GIS guidelines[4] as a benchmark and complying with all requirements indicated by the UK Museums Security Adviser at Arts Council England or the Organiser. Sufficient security guards must be provided to adequately monitor the Exhibition areas at the Venue;

8.1.25 ensure that the Objects are not moved within or from the Venue without the prior approval of the Organiser;

8.1.26 provide [X] invitations to the Organiser for attendance at any opening event, with specific invitations to be sent to [XX]; and

8.1.27 provide the Organiser with the following:

(a) a running estimate of total Exhibition attendance (during the run of the Exhibition);

(b) an accurate total of visitor attendance (after the exhibition has closed), with additional visitor profiling where possible;

(c) photographs of the Exhibition at the Venue, and images of any associated events or promotion (e.g. building or street banners);

(d) two hard copies of each piece of marketing collateral and copies of the Exhibition marketing campaign and media schedule; and

(e) web links to relevant press reviews and articles.

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[4] http://www.artscouncil.org.uk/protecting-cultural-objects/government-indemnity-scheme#section-3

Section 9: Condition Reporting and Damage - Guidance Notes:

It is important that the process and responsibility for condition checking throughout the exhibition tour are clear. The documentation produced needs to be fair and accurate and will be particularly important in the event of any damage or change of condition to the objects during the exhibition tour.

9.6 If a venue does not have a registrar then amend this clause to state which member of staff is responsible.

9. Condition Reporting and Damage

9.1 The Organiser will produce the original Condition Reports prior to the dispatch of the Objects to the Venue.

9.2 After a period of acclimatisation, agreed in advance with the Organiser, the Organiser's courier and the Hirer's representative will examine the Objects. The physical condition of the Objects will be compared to the original Condition Reports. Apparent changes will be agreed and noted on the Condition Reports. The Condition Reports will be signed and dated by the Organiser's courier and the Hirer's representative.

9.3 The procedure outlined in clause 9.2 will be repeated immediately at the end of the Exhibition prior to packing and again following [return to the Organiser][arrival at the Subsequent Venue] for a final examination.

9.4 If, after examination of the Objects on [return to the Organiser][arrival at the Subsequent Venue], the Objects' condition is judged by the Organiser to have changed, the Organiser will inform the Hirer as soon as reasonably practical

9.5 If damage is noted during any of the examinations described in clauses 9.2 and 9.3, the Organiser will notify the Hirer in writing, outlining the procedure for dealing with the damage, including any costs for Organiser or Lender courier(s) to assess the damage, restorative treatment costs, and any associated costs for returning the damaged object(s) to the Organiser or Lender. The Organiser will inform the Hirer in writing of the intention to claim for any costs and/or compensation due to resulting depreciation in value.

9.6 If the Hirer and the Organiser cannot agree the Objects' condition during any of the examinations of the Objects at the Venue, the Organiser's courier and the Hirer's representative will write a report denoting the points of disagreement and this will be sent to the Organiser's registrar.

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9.7 The Hirer shall immediately notify the Organiser by telephone and in writing of any loss or theft of or damage to any of the Exhibition Items and shall notify the indemnity and/or insurance provider (as applicable) and the police immediately of such damage, theft or loss.

9.8 If any of the Exhibition Items are damaged the Organiser shall be entitled to remove them from display (or request that the Hirer removes them from display). If this occurs, the Organiser may, at its discretion, require the Exhibition Items to be returned to the Organiser's or Lender's (as applicable) required return location.

9.9 If the Exhibition Items are required to be returned to the Organiser or Lender (as applicable) under clause 9.8, the Organiser reserves the right to be reimbursed for some or all of the costs of return.

9.10 Any outstanding disputes will be resolved in accordance with the dispute resolution procedure set out at clause 19.

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Section 10: Insurance - Guidance Notes:

The insurance arrangements for each exhibition tour may vary according to the types of organisation involved and the countries that the exhibition travels to. Not all countries have a Government Indemnity Scheme (GIS) as in the UK. For those that do, the terms and conditions may vary quite considerably from UK GIS.

10.1 Ensure this clause accurately reflects the particular insurance arrangements for the exhibition tour, especially if the hirer will cover the exhibition using a local Government Indemnity Scheme. A common insurance arrangement might be:

- *The first Venue insures the Exhibition from the point of departure from the Organiser (after condition checking) until the Exhibition departs from the first Venue (after condition checking). The second Venue insures the Exhibition from the point of departure at the first Venue (after condition checking) until the Exhibition departs from the second Venue (after condition checking, and so on throughout the tour. If the final Venue is not able to insure the return/dispersal leg of the tour then the insurance could be arranged by the Organiser and the pro-rata cost for each Venue included in the Variable Fee noted in Appendix C.*

10.4 This clause means that the hirer is fully responsible for the Exhibition Items during the period of insurance, which is the reason they would take out insurance in case of any issues. The organiser or the lender (as applicable to each individual object) remains the owner of the objects at all times. If any of the objects are sold during the course of the exhibition tour, and title transfers to another owner, then the parties need to be informed as the insurance policy, and all other formal documents including the this agreement and appendices, will need to be updated (if not yet signed) or an addendum added if already signed. Where possible, the organiser should avoid borrowing objects that are at risk of being sold during the course of an exhibition tour.

10.5 This clause is designed to ensure that the insurance policy taken out by the hirer will not enable the relevant insurance company to go against packers, transportation agents and exhibition organisers in the event that a claim is made under the insurance policy. The reason for this is to provide certainty that the insurance company will pay out in the event of a claim, and to prevent the insurance company from delaying payment while it goes against a third party.

10.7 Ideally, the insurance arrangements should be confirmed by the hirer and in place at least four weeks before the exhibition is due to be transported to the venue. It is not necessarily a problem if the insurance documentation is not provided within less than four weeks but it is important that the organiser and hirer communicate regularly and clearly about the insurance arrangements so that both parties can manage and mitigate any risks that might arise as a result of the insurance not being arranged in a timely manner.

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10. Insurance

10.1 The Hirer shall insure the Objects for their agreed market value against all risks of loss or damage, however caused, on a nail-to-nail basis from the point the Exhibition leaves the [Organiser/Previous Venue] until the [Exhibition departs from the Venue / is received and condition reported by the Organiser and/or Lenders] (**the Period of Insurance**).

10.2 The Hirer accepts the valuations of the Objects as provided by the Organiser and in the case of any loss or damage the Hirer shall not seek to argue that the valuations are not fair, accurate and correct. In exceptional circumstances, Object valuations may need to be reviewed and insurance will need to be amended appropriately. Any amendments will be agreed in writing by the Parties.

10.3 The Hirer shall pay any excess due under any policy of insurance, if applicable, required as a result of complying with its obligations under this Agreement.

10.4 All risk to the Exhibition Items shall pass to the Hirer during the Period of Insurance. Title shall remain with the Organiser or the Lender(s), as applicable, at all times.

10.5 The Hirer shall ensure that the insurance policy shall waive all rights of recourse against packers, transportation agents and exhibition organisers, and will name the Organiser as an 'additional assured' Party.

10.6 The Hirer will send a copy of the insurance policy document to the Organiser no later than three months before the start of the Exhibition Hire Period. Proof of insurance (in the form of a certificate or other document) must be sent to the Organiser no later than four weeks before the Exhibition is due to be transported to the Venue.

10.7 The Organiser shall notify the Hirer if it is prepared to accept a government or state indemnity instead of or in addition to commercial insurance. In all instances a copy of the conditions must be supplied to the Organiser for approval no later than three months before the start of the Exhibition Hire Period. Proof of indemnity cover (in the form of a certificate or other document) must be sent to the Organiser no later than [four weeks] before the Exhibition is due to be transported to the Venue.

10.8 For the avoidance of doubt, if the Hirer does not arrange insurance or indemnity cover as required by this clause 10, the loan of the Exhibition may be cancelled by the Organiser immediately on giving notice to the Hirer without any liability to or recourse by the Hirer, and if this occurs the provisions of clauses 14.3, 14.4, 14.6 and 14.8 shall apply.

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Section 11: Liability - Guidance Notes:

11.2 This clause sets out the hirer's obligations to the organiser in respect of costs paid by the Organiser in connection with this agreement as well as an indemnity in the organiser's favour. If the organiser defaulted on its obligations under the agreement, the hirer would have the right to terminate the agreement under clause 14.1 (assuming that the default is a material breach of the agreement), and claim against the organiser for breach of contract.

11.4 This clause is included to make it clear that the agreement is not trying to exclude liability that cannot be excluded under English law, which includes liability for death or personal injury caused by negligence, and fraud.

11. Liability

11.1 The Hirer shall have in place sufficient public liability insurance to cover its responsibilities or liabilities under this Agreement. The Hirer shall take out and maintain an adequate scope and level of insurance with a reputable insurance company.

11.2 The Hirer shall indemnify the Organiser against all damage, theft and loss to the Exhibition Items and any other actions, losses, costs, claims and demands suffered by the Organiser and arising from breach of the terms of this Agreement or other neglect or default of the Hirer, or its employees or sub-contractors. Where the Organiser's costs in relation to loaning the Exhibitions to the Hirer increase due to the Hirer's acts or omissions (including a breach of this contract) the Organiser shall be entitled to recover these additional costs from the Hirer. The Organiser shall be under an obligation to mitigate any additional costs that may be so incurred.

11.3 Subject to clause 11.4, the Organiser shall not be liable to the Hirer for:

11.3.1 any delay in the performance of its obligations under this Agreement caused by any delay or default of the Hirer (or any of the Hirer's sub-contractors) in the performance of its obligations under this Agreement. In such circumstances, the Hirer shall meet all additional costs incurred by the Organiser as a result of any such delay or default on the part of the Hirer, such costs to be paid within 60 days upon receipt of the Organiser's invoice;

11.3.2 Any loss of profits, loss of reputation or loss of goodwill; or

11.3.3 Any other consequential loss caused by the Hirer or the Hirer's representatives and subcontractors.

11.4 Nothing in this Agreement excludes or limits either Party's liability for deaths or personal injury caused by its negligence or fraud or fraudulent misrepresentation.

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Section 12: Publication and Merchandise - Guidance Notes:

12.1 This clause is only required if there is an exhibition publication and/or merchandise produced by the organiser (or its trading subsidiary), which would then trigger the requirement for an additional and separate agreement between the parties to cover the purchase and sale of such items.

12. Publication and Merchandise

12.1 The Organiser (or its trading subsidiary, if it has one) may develop or may have developed a publication and other products associated with the Exhibition, which the Hirer may purchase under a separate agreement, without obligation and at the Hirer's discretion.

12.2 If the Hirer wishes to develop additional publications or products in relation to the Exhibition it must seek advance permission from the Organiser and assume all liabilities and expenses associated with developing such products, including the procurement of product liability insurance.

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Section 13: Sponsorship - Guidance Notes:

Most organisers will not allow exhibition sponsorship by companies whose activities are related to the weapons, armaments or other military industries or the production, marketing, distribution or sale of tobacco products and alcohol. Previously, these industries would have been specifically mentioned in this clause. Many organisers may now have a wider criteria for the type of sponsorship they do not allow, or have a Code of Ethics for their organisation that includes sponsorship. We have included these general clauses based on the UK Museum Association's Code of Ethics,[5] which can be amended to be more specific if required.

13. Sponsorship

13.1 The Hirer may seek and secure sponsorship for the Exhibition. All income derived from such sponsorship shall be the property of the Hirer. The Organiser must approve sponsors in writing in advance (such approval not to be unreasonably delayed or withheld).

13.2 The Hirer shall exercise due diligence on the ethical standards of potential sponsors with a view to maintaining public trust and integrity in all exhibition activities.

13.3 The Hirer shall not enter into a sponsorship agreement with a sponsor whose principal activities and ethical values are not consistent with those of the Organiser. Entering into an Agreement with such parties is deemed an external breach of this Agreement.

13.4 The Hirer shall provide the Organiser with details of the proposed sponsorship of the Exhibition [no less than one month / insert date] before the start of the Exhibition Hire Period, unless otherwise agreed in writing by Organiser.

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[5] https://www.museumsassociation.org/ethics/code-of-ethics

14. Termination, cancellation, severance and withdrawal

14.1 Either Party may terminate this Agreement by service of notice in writing if:

14.1.1 the other Party has materially breached the terms of this Agreement which, in the case of a breach capable of remedy, has not been remedied by the other Party within 21 days of receipt by the non-breaching Party issuing a notice specifying the breach and requiring its remedy);

14.1.2 the other Party is unable to pay its debts as they fall due, or enters into compulsory or voluntary liquidation (unless solely for the purposes of amalgamation or reconstruction when solvent), or compounds with or convenes a meeting of its creditors, or has a receiver, manager, administrator or administrative receiver appointed of its assets, or ceases for any reason to carry on business or is subject to any equivalent or similar procedures in the territory in which the Hirer is incorporated or has its principal place of business; or

14.1.3 the other Party is affected by a force majeure event under clause 21 that continues for a period of more than 30 consecutive days.

14.2 Either Party shall be entitled to cancel the loan of the Exhibition at any time prior to the Exhibition Hire Period, and (without limitation) the Organiser shall be entitled to cancel the loan of the Exhibition under clause 10.8, provided that if the loan of the Exhibition is cancelled for any reason prior to the Exhibition Hire Period, including under clause 10.8, clauses 14.3, 14.4 or 14.5 (as applicable) shall apply.

14.3 If the Hirer cancels the loan of the Exhibition prior to the Exhibition Hire Period by giving written notice to the Organiser, a cancellation fee will be due, calculated as set out below.

14.3.1 [More than 180] days prior to the Exhibition Hire Period, the deposit paid on signature of the LOA, representing [25%] of the Loan Hire Fee shall be retained;

14.3.2 [91 to 180] days prior to the Exhibition Hire Period a fee of [50%] of the full Loan Hire Fee shall apply;

14.3.3 [31 to 90] days prior to the Exhibition Hire Period a fee of [75%] of the full Loan Hire Fee shall apply;

14.3.4 [Less than 31] days prior to the Exhibition Hire Period the full Loan Hire Fee shall apply.

14.4 In addition to payment of a cancellation fee in accordance with clause 14.3 above, if the Hirer cancels the loan of the Exhibition in accordance with clause 14.2, or if the Organiser cancels the loan of the Exhibition under clause 10.8, the Hirer shall pay the Organiser for any costs incurred on the Hirer's behalf as part of the Variable Fee (as set out in Appendix C) and

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for additional services for which the Hirer is financially responsible but which the Organiser has undertaken on their behalf.

14.5 If the Organiser cancels the loan of the Exhibition, prior to the Exhibition Hire Period by giving written notice to the Hirer, the Organiser shall refund the Hirer a cancellation fee equivalent to the payments which have already been made to the Organiser. This clause shall not apply if the Organiser has cancelled the loan of the Exhibition under clause 10.8.

14.6 Upon payment of a cancellation fee (under clauses 14.3 or 14.5 above), this Agreement shall terminate and the Parties shall be released from their obligations under this Agreement.

14.7 If the Hirer exercises its right to terminate this Agreement in accordance with this clause 14, it shall return all Exhibition Items to the Organiser and/or, where appropriate, the Lenders, within 30 days of the termination date. Until all Exhibition Items have been removed from the Venue, the Hirer is still required to comply with the conditions laid out in Appendix B.

14.8 If the Organiser exercises its right to terminate this Agreement, and unless: (i) this termination is due to the Hirer's fault or failure according to the provisions of this clause 14, or (ii) if the Organiser has cancelled the loan of the Exhibition under clause 10.8, the Organiser will pay for the return of objects to the Organisers and/or where appropriate the Lenders.

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Section 15: Due Diligence - Guidance Notes:

Due Diligence is defined in the UK Museums Association's Code of Ethics as 'ensuring that all reasonable measures are taken to establish the facts of a case before deciding a course of action, particularly in identifying the source and history of an item offered for acquisition or use before acquiring it, or in understanding the full background of a sponsor, lender or funder.'

Conducting due diligence for objects included in an exhibition, especially objects on loan from third party lenders, can take considerable time and should be done well in advance by the responsible party. In most cases, the organiser will be responsible for conducting due diligence checks on the objects it includes in the exhibition, and may well have already undertaken this work as part of mounting the exhibition at its own venue before the start of a tour. It would be prudent for the organiser to only include objects in the exhibition tour for which it has completed satisfactory due diligence checks.

Organisers should also be aware that the hirer may require summary evidence of the due diligence checks conducted in order to satisfy the immunity legislation in their jurisdiction. The organiser should ask as early as possible in the negotiations what type and level of detail is required as summary evidence.

The organiser may wish to amend clauses 15.1 and 15.2 to reflect the due diligence responsibilities of each party.

15. Due Diligence

15.1 Each Party warrants, covenants and agrees that it has no reasonable cause to believe that those Objects, or any additional objects displayed in the Exhibition by the Hirer, were stolen, illegally exported or illegally imported from its country of origin, as defined in the UNESCO Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, 1970.

15.2 If required by the Organiser or Lenders, the Hirer warrants that it will obtain immunity or exemption from seizure for the Objects and that all conditions required to be met pursuant to any such legislation for the Objects to be immune from seizure during the Term have been met and the Hirer shall, prior to the loan of the Objects, provide written evidence to the Organiser to that effect.[6]

[6] See Arts Council England's Immunity from Seizure page http://www.artscouncil.org.uk/protecting-cultural-objects/immunity-seizure and ICOM UK Guidance Article http://uk.icom.museum/resources/guidance-articles/applying-for-immunity-from-seizure-for-international-loans-in/ for further details.

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Section 16: Confidentiality - Guidance Notes:

16.5 This clause should be amended if any third party lenders wish to remain completely anonymous.

16. Confidentiality

16.1 Each Party agrees that it shall keep confidential at all times and shall not use or disclose to any third party without the express prior written approval of the other Party any confidential information, including but not limited to any documentation or materials provided by one Party to the other.

16.2 Each Party agrees to disclose information relating to the Exhibition and this Agreement only to those officers, employees, legal advisers, accountants and subcontractors who have a need to know it.

16.3 Each Party acknowledges that any information obtained from or relating to the other or its business or affairs, servants, employees or clients is Confidential Information and is not the property of the other. This obligation shall not relate to any such information which:

16.3.1 enters the public domain or is later disclosed to the public (otherwise than through default of either Party); or

16.3.2 must be disclosed by law (including under clause 17).

16.4 This restriction shall continue to apply after the termination of this Agreement without a time limit, but shall not apply to information or knowledge which was in or may enter the public domain.

16.5 Unless expressly agreed otherwise in writing between the Organiser and the Hirer, the Hirer shall be entitled to refer to the third party Lenders by name as the source of the Objects in the Exhibition. Any other use of the Lender's name and logo shall be subject to the Organiser's or the Lender's written approval.

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Section 17: Disclosure of Information under the Freedom of Information Act, etc. - Guidance Notes:

The Freedom of Information Act (FOIA) 2000 covers any recorded information held by a public authority in England, Wales and Northern Ireland, and by UK-wide public authorities based in Scotland. Information held by Scottish public authorities is covered by Scotland's own Freedom of Information (Scotland) Act 2002.

For further information, and to see which public authorities are subject to the FOIA, visit: https://ico.org.uk/for-organisations/guide-to-freedom-of-information/what-is-the-foi-act/

Any Organisers not subject to the FOIA can delete this section.

17. Disclosure of Information under the Freedom of Information Act, etc.

17.1 The Hirer acknowledges that the Organiser is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**), the Environmental Information Regulations 2004 (**EIR**) and the UK Government's "transparency agenda" more generally. The Hirer agrees to assist and cooperate with the Organiser to enable the Organiser to comply with its information disclosure obligations under the FOIA, the EIR and other applicable laws.

17.2 The Hirer shall (and shall ensure that its employees, agents, sub-contractors and any other representatives shall):

17.2.1 transfer any request for **Information** (as defined within the FOIA) under the FOIA or the EIR relating to the Exhibition or this Agreement to the Organiser as soon as practicable after receipt (and in any event within two business days of receiving such a request);

17.2.2 provide the Organiser with a copy of all Information in its possession or power in the form that the Organiser may require for the purposes of complying with its obligations under the FOIA or the EIR within five business days of the Organiser requesting that Information (or such other period as the Organiser may specify); and

17.2.3 provide all necessary assistance as reasonably requested by the Organiser to respond to a request for Information made under the FOIA or the EIR within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR (as applicable).

17.3 The Organiser shall be responsible for determining whether any Information:

17.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and/or

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17.3.2 is to be disclosed in response to a request for Information made under the FOIA or the EIR.

17.4 The Organiser notes that provisions of this Agreement are commercially sensitive for the Hirer. The Hirer acknowledges, however, that the Organiser may nevertheless be obliged to disclose certain details of this Agreement in response to a request for Information made under the FOIA or the EIR.

17.5 The Hirer acknowledges that the UK Government's "transparency agenda" requires that certain agreements (which may include this Agreement) and tender documents are published on a designated, publicly searchable website. The Hirer acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not confidential information for these purposes. The Organiser shall be responsible for determining whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

17.6 The provisions of this clause 17 shall survive termination of this Agreement.

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18. Notices

All notices to be given under this Agreement shall be in writing and shall be delivered, sent by first class post, or emailed to the other Party's address as stated on the second page of this Agreement or as otherwise notified by the Party.

19. Disputes

19.1 Any disagreement or dispute concerning this Agreement shall be first referred to a meeting of the Organiser's and Hirer's directors or their representative agents, who shall enter into good faith negotiations to attempt to settle it within 30 days of either Party receiving from the other a notice outlining the matter in contention.

19.2 If any dispute or difference arises under or in connection with this Agreement and it cannot be resolved in accordance with Clause 19.1 of the Agreement, the Parties shall attempt to resolve it through the Centre for Dispute Resolution ("**CEDR**") and to that end shall enter into a Model Mediation Agreement, as published by CEDR.

19.3 The mediator shall be entitled to be paid his reasonable fee, which the Parties shall pay in equal shares.

19.4 Other than in respect of emergencies neither Party shall be entitled to commence litigation procedures until the completion of the mediation in accordance with clause 19.2, except if, after application of clause 19.1, one or both Parties deem the mediation unsuitable, given the dispute is too large to be settled that way.

19.5 For the purposes of clause 19.4 emergencies shall include, without limitation:

19.5.1 any risk that the Organiser may be in breach of any of its obligations under a licence or permission obtained by it in relation to the Exhibition including without limitation any licence or permission granted to it by any Lender; or

19.5.2 any risk that a Party may be subject to legal proceedings by a third party.

19.6 For the avoidance of doubt the Parties hereby acknowledge and agree that in respect of any matter that either Party reasonably considers is an emergency, damages may not be an adequate remedy for that Party, and without prejudice to any other right or remedy available to such Party whether under this Agreement or at law, it shall be entitled to an order for specific performance or an injunction.

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Section 20: Governing Law - Guidance Notes:

The template agreement is drafted for compliance with English law, and it is governed by the laws of England.

For the sake of certainty a governing law needs to be chosen, and English law has been chosen here as it is a well-established system, operating in an established jurisdiction.

*That is not to stop others from deciding to use a different law. However, the template agreement is **not** drafted for compliance with any other laws. If the parties wish to amend the governing law of the agreement they will need to seek local legal advice to ensure that the agreement is compliant with local laws.*

20. Governing Law

20.1 Each of the Parties agrees that it will not act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions including, but not limited to, those relating to anti-bribery and anti-corruption.

20.2 The construction, performance and validity of this Agreement shall in all respects be governed by the laws of England and each of the Parties hereby irrevocably submits to the non-exclusive jurisdiction of the English courts and consents to service of process by post or any other manner permitted by the laws of England.

21. Force majeure

Neither Party shall be liable for the failure to perform its obligations under this Agreement where such failure is due to any cause beyond its reasonable control or the reasonable control of its contractors, sub-contractors or Organiser provided that such Party gives notice of such force majeure to the other Party with reasonable promptness after the occurrence of the cause relied on, including but not limited to Act of God, accident, governmental action, war, terrorist action, fire, flood, explosion, industrial action (excluding industrial action of its own employees), and provided that the Party seeking relief has used its best endeavours to mitigate any loss or delay and that any loss is not covered by or subject to any policy or policies of insurance.

22. Anti-bribery

Neither Party shall, in the performance of its obligations under this Agreement, act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions

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relating to anti-bribery and anti-corruption, including the Bribery Act 2010. The Parties shall comply with all reasonable policies or procedures governing anti-bribery imposed by the other Party and warrants that in performing its obligations under this Agreement it shall not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this clause, to act improperly shall be interpreted in accordance with the Bribery Act 2010. Each Party shall be entitled to terminate this Agreement immediately if the other Party is in material breach of this clause 22 and to recover from the breaching Party the amount of any loss resulting from a breach of this clause 22.

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Section 23: Entire Agreement - Guidance Notes:

23.7 This clause is only required if the hirer insists on translating the agreement into their own language.

23. Entire Agreement

23.1 This Agreement constitutes the entire agreement between the Organiser and the Hirer and supersedes all previous agreements and understandings between the Parties relating to the subject matter of this Agreement.

23.2 This Agreement shall not be assigned or transferred (nor the performance of any obligation under this Agreement sub-contracted) by either Party without the express written consent of the other.

23.3 For the avoidance of doubt nothing in this Agreement shall confer (except where expressly stated) on any third party any benefit or right to enforce any term of this Agreement.

23.4 This Agreement may be changed only in writing and signed on behalf of each of the Parties and each warrants that receipt by the Organiser of a copy of this Agreement signed by the Hirer constitutes acceptance of all clauses in this Agreement and is legally binding.

23.5 Neither Party shall in any way represent itself as being the other or the agent, partner, employee or representative of the other and shall not hold itself out as having any power or authority to incur any obligation of any nature whether express or implied on that other's behalf.

23.6 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.

23.7 A copy of this Agreement will be made in [XX language]. If there is any inconsistency between any of the provisions of the English version of this Agreement and the provisions of the [XX language] version of the Agreement, the provisions of the English Agreement shall prevail.

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24. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

25. Signatures

This Agreement is hereby signed on the date stated above by duly authorised representatives of each of the Parties:

On Behalf of: [Full name, legal details and address of Organiser]

SIGNED by [name]:

Position:

Signature:

On Behalf of: [Full name, legal details and address of Hirer]

SIGNED by [name]:

Position:

Signature:

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APPENDIX B

Specific Conditions to be provided by the Hirer

1. **Packing, transport and storage**

1.1 The Hirer must appoint a fine art transport agent with proven experience in the transportation of fragile and valuable artefacts, whose staff are recognised and trained in the handling of such materials. The agent's staff must be have proven experience in dealing with airport and seaport procedures and all necessary documentation. The Hirer must appoint the fine art transport agent at least two months before the proposed shipment date. All transport arrangements must be agreed in advance with the Organiser at least four weeks before any shipment.

1.2 The route should be carefully planned. Crews and accompanying couriers should be equipped with appropriate means of communication, radio or mobile telephones and carry the addresses and telephone numbers of emergency services.

1.3 Vehicles used should normally be closed vans (with solid sides and roof) with a windowless freight compartment separate from the driving cab. All vehicles should be equipped with good quality locking devices. The Organiser may also require additional locking facilities, such as closed shackle padlocks. Any locking bars or external fittings must be secured with concealed or non-return screws or welded or riveted into place. Vehicles must be air-ride, climate-controlled and with tail lifts and be equipped with a tracking system. Environmental conditions should be monitored. Crates must be securely fastened within vehicles. Keys to the freight compartment should be kept separate from the vehicle ignition keys. All vehicles must be provided with firefighting equipment appropriate to the load and the crew must be experienced in using the equipment.

1.4 Customs formalities are the responsibility of the Hirer. To ensure the safe movement of Exhibition Items including Objects through all customs barriers, the Hirer must arrange for the fine art transport agent to meet and escort all shipments and couriers on arrival, departure and during any transfer. Where Objects must be unpacked for customs inspection in transit, such inspection must take place under the supervision of a designated representative of the Organiser or of the Hirer, to be approved in advance by the Organiser.

1.5 Each vehicle's crew should include at least two drivers, each driving for no more than four hours in a single stretch. Unless otherwise agreed, a courier should always travel in one of the vehicles. If two or more vehicles are required they must travel in convoy and should be in radio / mobile phone contact at all times. Journeys should be continuous and direct. The receiving Venue should be prepared to open after hours to receive the crated Objects if this is necessary.

1.6 Ideally, the journey should be completed in one haul. Overnight stops should be avoided wherever possible. When a stopover is necessary, arrangements must be made to lodge the

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vehicle(s) and/or Objects in secure premises which are protected by a 24-hour intruder and fire alarm system or under continuous supervision.

1.7 The crew must never leave a vehicle unattended, even in an emergency.

1.8 There should be a 'no-smoking' and 'no-animal' policy in all areas containing Objects and areas used by couriers.

1.9 The Hirer must arrange secure, climate controlled storage with controlled access for employees for the packed crates and Objects. The packed crates must not be moved until installation or transportation takes place (and this will be supervised by a courier). The Organiser must approve in advance any storage arrangements.

1.10 Unpacked (empty) crates must be stored in a secure, waterproof and stable environment. Fittings inside the crates must not be removed. Before the Exhibition is dismantled, empty packing crates must be allowed to acclimatise in the Exhibition space environment for 24 hours before they are packed up again.

1.11 Unless the Organiser has agreed otherwise, crates travelling by air should be on a palletised aircraft and be escorted by a courier.

1.12 Where the Organiser has approved the use of sea transportation, crated Objects should be securely fastened within refrigerated containers (reefers), and positioned below deck.

2. **Condition checking, installation and de-installation**

2.1 The Hirer must sign a receipt provided by the Organiser for all the Exhibition Items. From that point on, the Hirer will be responsible for the Exhibition Items until they are delivered to the Subsequent Venue or to another location specified by the Organiser and/or other Lenders.

2.1 The Hirer shall at all times keep the Objects in a secure area adequately protected against extremes of temperature, humidity, light and vibration from the moment of arrival to the moment of departure, including during the installation and dismantling periods.

2.3 All Objects will be inspected jointly by the couriers and a suitably qualified representative from the Venue in order to agree their condition, at the following times:

- prior to installation
- prior to packing

Proof of the inspection, along with any other relevant information, will be added to the original condition reports provided by the Organiser.

2.4 The packed crates must be allowed to acclimatise for 24 hours in the Exhibition space or store before they are unpacked.

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2.5 Object installation must not take place while areas of the Exhibition are under construction and before the gallery space has been cleaned. Before installation, the Hirer must allow 72 hours after any painting or use of glue/adhesives to ensure that Objects are not affected by hazardous fumes.

2.6 The Hirer is responsible for the installation of the Objects, using staff who are experienced in packing, handling and installing works of art. The Hirer should arrange for fully competent conservators and technical staff to provide any help the Organiser or Lenders decide is needed in connection with the Exhibition.

2.7 The Hirer must not open or unpack any consignment of the Objects without the permission of the Organiser. Crates must be opened only in the presence of an Organiser's courier (unless otherwise agreed), and according to the instructions provided by the Organiser.

2.8 The Hirer must prepare and submit for approval a detailed timetable for the Object installation and de-installation. This must be sent to the Organiser at least one month before the start of the installation/de-installation.

2.9 The Hirer should prepare the text labels in advance, and have them in place before the Objects are installed.

3. **Design and display**

3.1 The Hirer must send detailed design drawings to the Organiser for approval no later than three months before the opening of the Exhibition. Such drawings must include:

3.1.1 floor plans and elevations, showing where the Exhibition Items including the Objects will be placed and the display method;

3.1.2 detailed design and construction of showcases;

3.1.3 temporary wall construction and design;

3.1.4 all electrical, mechanical, computer and other necessary services and equipment, and;

3.1.5 a list of all construction materials including paint details, display fabric, adhesives and sealants, wood-based products and any chemical treatments used.

3.2 The Organiser will send the Hirer an email to confirm receipt of the design proposals and shall have two weeks to review and approve them, or suggest any changes. The Hirer shall do everything reasonably possible to make these changes. If the changes are not made, the

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Organiser reserves the right to withdraw from the Exhibition any of the Objects it believes may be damaged or made vulnerable as a result of not making the changes.

3.3 The Hirer must display each Object according to the method the Organiser and the Lenders have indicated. If the Hirer wishes to change any display method, this must be approved in writing by the Organiser.

3.4 Unless the Organiser specifies otherwise in writing, 'framed' means the following:

3.4.1 the Object must be screwed to the wall with at least three fixing points and security screws, using hardware provided or approved in advance by the Organiser.

3.4.2 The walls or panels the Objects are attached to should be at least 120mm thick and the structure must be entirely stable. The wall surface must be at least 18mm thick and the internal structure, stability and position must be suitable to support the fixings being used.

3.4.3 Small pictures, less than 450mm x 250mm (A3 size including the frame) must not be displayed near windows, fire escapes, or entrances and exits to the building.

3.4.4 High-value framed Objects must be fitted with alarm devices.

3.5 Unless the Organiser specifies otherwise in writing, 'cased' means the following:

3.5.1 The Object must be displayed in a securely locked case.

3.5.2 The case must be stable so that the Object is protected from vibration and knocks, for example by being secured to the floor.

3.5.3 All joins and doors must be dustproof.

3.5.4 All construction materials used within the display void must be completely stable and chemically inert (in other words, they must have no active chemical properties and so will not damage the Objects inside the case). Inert materials include uncoated metal, glass and acrylic sheet. Within the display void, the Hirer should avoid using timber and associated products, including medium-density fibreboard (MDF), which produces gases and are therefore not inert.

3.5.5 The case must be completely secure. Access must be controlled using locks or panels fixed with security screws.

3.5.6 Access to light fittings (i.e. to change light bulbs) must not involve opening the case.

3.5.7 Any glass used in the case must be at least 11.5mm thick and laminated.

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3.5.8 Where cases contain high value Objects, they must be fitted with alarm devices.

3.5.9 The Hirer must send detailed case design drawings to the Organiser at least two months before the Exhibition opening, showing construction methods (including proposed materials) and locking mechanisms.

3.6 Unless the Organiser specifies otherwise in writing, 'open display' means the following:

3.6.1 Objects must be protected by rope or other barriers placed at least one metre from the Objects.

3.6.2 Objects must be protected from vibration.

3.6.3 Objects must be displayed raised, on a plinth.

4. Environmental conditions: humidity, light levels and temperature

4.1 The Hirer must provide a stable environment for the Objects. Unless otherwise specified by the Organiser and Lenders (see Appendix A), this will be in the following range:

Temperature:	18-25ºC
Relative humidity:	40 to 65% relative humidity (RH), with fluctuations of no more than 5% RH within one hour

4.2 The humidity and climate at the Venue must be kept stable and within the limits given above at all times (24 hours a day, throughout the Exhibition Hire Period).

4.3 It is the Hirer's responsibility to monitor the environment and make sure that the conditions are as near as possible to those specified as ideal (and always within the range given above). If for any reason the conditions exceed this range and if they remain outside the ideal for a long period (24 hours or more), the Hirer must contact the Organiser to discuss possible ways of improving conditions. For example, if conditions become very dry, the RH could be improved by using humidifiers in the gallery area. If conditions become too humid, de-humidifiers could be used.

4.4 The Hirer or Venue must keep environmental readings for the duration of the Exhibition, to be provided to the Organiser if requested.

4.5 The Hirer must filter both daylight and fluorescent lighting with a suitable UV-absorbing material so that UV radiation is below 75 micro watts per lumen. Objects should only be lit during the opening hours of the Exhibition. Light-sensitive Objects should not be exposed to light greater than the lux levels shown in Appendix A. For guidance, this means that works

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which are highly light-sensitive, including works on paper, photographs, lacquer, textiles and plastics, should be lit at 50 lux or lower.

5. Security and safety

5.1 The Hirer must report immediately to the Organiser's courier or representative any damage to any of the Objects which happens during transportation, installation or de-installation, or during the Exhibition. The Hirer must provide a condition report with photographs showing any damage and suggest the feasibility of repairing the damage. No conservation work should be undertaken without receiving permission in writing from the Organiser.

5.2 The Hirer shall provide the Organiser with an up-to-date and accurate UKRG (UK Registrars Group) Facilities Report, including Security and Display Case Supplements, for the Venue.

5.3 The Hirer must allow (and cover the costs of) an inspection of the Venue by the UK Museums Security Adviser, if required. The Hirer will be expected to undertake any measures that he or she may recommend before the Objects are transported to the Venue.

5.4 The Hirer must consult the Organiser and the UK Museums Security Adviser to make sure the Venue meets the Organiser's requirements for the safe and secure storage and display of the Objects.

5.5 The Hirer must employ enough trained security guards or suitably qualified staff to protect the Objects. Guards must be in constant attendance when the Exhibition is open to the public, and during installation and de-installation. During installation and de-installation, only those individuals directly involved in preparing the exhibition should be allowed into the gallery space and preparation areas. Security guards must have some form of communication device to enable them to contact other members of staff in the event of an emergency.

5.6 The Hirer shall not move or handle the Objects without the Organiser's prior written consent, unless in the case of an emergency in which the safety of the Objects is at risk.

5.7 The Organiser reserves the right in its sole and absolute discretion to terminate the loan of the Objects at any time if it has genuine and reasonable cause to believe that the Objects are at risk of loss or damage.

5.8 The Objects must be kept in a strong building with well-protected windows, doors and skylights. The whole of the building must have an automatic fire-detector system, fitted by an approved alarm company, which is serviced each year and maintained in good working condition.

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5.9 At night, or when the building is closed or not in normal use, there should be either an agreed level of guarding by security staff within the building and/or a modern intruder detection alarm system which covers all possible routes into the building including windows and roof lights. The alarm system should be fitted by an approved alarm company and should be serviced twice annually and maintained in good working condition.

5.10 The intruder and fire detection systems must be connected by a monitored signal to an alarm receiving centre or the emergency services unless they are monitored at all times by internal security staff.

5.11 If, as the result of false calls, the police response to an intruder detection system is downgraded or withdrawn, or if there is a failure which renders the system ineffective, or if the system cannot be re-set immediately, then guards or security staff must be introduced until the police response is restored or the system repaired or re-set.

5.12 Once the Objects have been installed, the cases must not be opened or the Objects moved after the couriers have left, unless the Organiser and other Lenders have given permission in writing, or in the event of an emergency.

5.13 Food, drink and smoking are not allowed in the areas which contain the Objects.

5.14 The Hirer must draw up, regularly update and test with practical exercises an emergency plan to cope with emergencies such as fire, smoke, leaking water, theft, robbery, vandalism, storm, explosion, terrorist or political acts, flood, riot, civil commotion, pest attack, earthquake, or the Venue being hit by an aircraft or other vehicle. Every member of staff must be familiar with the emergency plan.

6. **Filming and photography**

6.1 The Hirer must not photograph, film or otherwise reproduce any of the Objects, unless in connection with condition documentation, without the prior approval of the Organiser.

6.2 The Hirer shall let Exhibition visitors know that photography, filming or other reproduction of the Objects is not allowed without the prior approval of the Organiser.

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Appendix C – Outline of Loan Hire Fee and other costs

1. The Hirer will pay the Organiser the Loan Hire Fee. The Loan Hire Fee consists of a **Fixed Fee** and a **Variable Fee** and is calculated as follows:

1.1. The **Fixed Fee** will be £[insert fee], which is payable according to the following schedule:

Payment number	Amount (£)	Percentage of total	Due
1	£XXX	[25%]	On signature of Letter of Agreement (the Deposit)
2	£XXX	[25%]	Within [30] days of the signature of this Agreement
3	£XXX	[25%]	Within [30] days of delivery of the first shipment of Objects to the Venue
4	£XXX	[25%]	Within [30] days of the closing date of the Exhibition at the Venue

1.2. The **Variable Fee** covers those costs elements which will be paid for upfront by the Organiser and will be reimbursed by the Hirer. The Variable Fee shall be determined according the actual cost of the following elements. The cost will be shared amongst all of the tour venues for the Exhibition, with each Venue paying a pro-rated percentage as outlined below. Where additional tour venues join the Exhibition tour, the percentage payable by the Hirer will be lowered.

Element	Percentage of overall cost	Estimated cost to Hirer
1. Share of packing costs	XX%	£XXXX
2. Share of final tour dispersal, including insurance	XX%	£XXXX
3. XX	XX%	£XXXX

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1.2.1. The Borrower will pay the Variable Fee as follows:

Payment number	Amount (£)	Percentage of total	Due
1	£XXX	[25%]	Within [30] days of the signature of this Agreement
2	£XXX	[50%]	[30] days before the first shipment of the Objects
3	£XXX	[25%] or adjusted balance (subject to a calculation made by the Organiser)	Within [30] days of the closing date of the Exhibition at the final Venue of the Exhibition tour. This final portion will be adjusted to actual costs incurred by the Organiser and this amount may increase or decrease accordingly. Where the final balance is less than the projected amount (e.g. because additional venues have joined the tour) the Organiser will refund the difference. If the calculated fee is less than the amount paid in advance, the Organiser will refund the difference.

2. If the Organiser anticipates that the Variable Fee will be at least 10% or £5000 (whichever is greater) higher than these initial estimates, the Organiser will notify the Hirer to seek approval before incurring additional costs. This approval should not be unreasonably delayed or withheld.

3. The Hirer shall also be liable for the costs that relate to meeting their obligations as outlined in Clause 8. These include, but are not limited to, the following:

Item Number	Item	Percentage	Estimated cost
1	Transport from XX to XX	100%	£XXXX
2	Insurance to cover Period of Insurance	100%	£XXXX
3	Couriers…	100%	£XXXX
4	XX	XX%	£XXXX

Unless otherwise agreed, the Hirer must arrange these items and pay the suppliers direct.

4. For the avoidance of doubt, any estimated costs provided by the Organiser are given as an indication, rather than fixed. Costs may rise or fall due to events beyond the control of the Organiser.

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5. All payments due under this Agreement should be made by transfer in £ sterling (GBP) to the Organiser's bank account as follows:

Bank	XX Bank, Branch
Account	XX
Sort code	XX-XX-XX
Account number	XXXXXXXX
IBAN	XX
SWIFT/BIC	XX

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The Working Internationally Regional Project (WIRP) was funded by the Arts Council England Museum Resilience Fund (2014 – 2017). It was led by ICOM UK in partnership with the National Museums Directors' Council (NMDC), the British Council and Heritage Without Borders. The aim of the WIRP was to enable the long-term capacity for regional and local museums to work internationally by developing the necessary knowledge and confidence of those embarking on international work. This was achieved through research, a series of workshops, an international travel grant scheme and development of freely accessible online resources.

The Supporting International Engagement project was funded by the Arts Council England Museum Resilience Fund and led by the British Council in partnership with ICOM UK, the National Museum Directors' Council, the Department for International Trade, the Bowes Museum, Bury Art Museum, the Fitzwilliam Museum and the Royal Albert Memorial Museum.

For further information on the projects, and the organisations involved, visit:
http://uk.icom.museum
https://www.britishcouncil.org
http://www.nationalmuseums.org.uk

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