

AGREEMENT FOR PARTICIPATION IN THE CREATIVE CONTENT EXCHANGE PROJECT

This Agreement is made on [●] 2026 between [THE TRUSTEES OF THE NATURAL HISTORY MUSEUM] a [charitable corporation and non-departmental public body established by the British Museum Act 1963] whose principal place of business is at [The Natural History Museum, Cromwell Road, London SW75BD] (**NHM**) and **Licensor** named below in this Part 1 (each a "**Party**" and together the "**Parties**"), upon the standard conditions attached at Part 2 (**Terms & Conditions**).

Licensor is the owner (or permitted licensee) of the **Data and Content** (as defined in Part 1). Licensor wishes to make their Data and Content available to the NHM under the Terms & Conditions, for the NHM to make available on the **Platform** (as defined in the Terms & Conditions) for the purposes of the **Project** (as defined in the Terms & Conditions) as further described below.

PART 1: COMMERCIAL DETAILS

Licensor	Name: Address: Registered Company Number (if applicable):
NHM's Authorised Representative	[insert name]
Licensor's Authorised Representative	[insert name]
Commencement Date	[insert] 2026 or [the date of this Agreement, as stated above]
Initial Term	From the Commencement Date until 31 December 2026
Data and Content	<p>The following assets to be made available digitally on a non-exclusive basis in accordance with the requirements of Schedule A:</p> <ul style="list-style-type: none"> • [insert description of data and content to be licensed to NHM for inclusion on the CCE platform (i.e. replicate the collection name as used by the content provider in the content register)¹] • [●]; <p>and any other assets which the parties may from time to time agree to be included in accordance with clause 18.8.</p>
Special Conditions	[Please insert on a case by case basis or state NA if there are none.]

¹ If the list is a long one, then details can be set out in full in an annex and can be referred to from here

This Agreement is subject to the Terms & Conditions which are attached at Part 2.

Where there is any inconsistency between the terms set out in this Part 1 and the Terms & Conditions in Part 2, the terms in Part 1 shall to the extent of such inconsistency prevail.

By signing below the parties hereby accept and agree the Terms & Conditions.

SIGNED: _____

PRINT NAME: _____

duly authorised to sign for and on behalf of The Trustees of the Natural History Museum

SIGNED: _____

PRINT NAME: _____

duly authorised to sign for and on behalf of *[Insert name of Licensor]*

PART 2: TERMS & CONDITIONS

1. Interpretation

1.1 Unless the context otherwise states or requires:

1.1.1 the terms defined in Part 1 shall have the meaning given to them there when used in these Terms & Conditions; and

1.1.2 all other capitalised words used in these Terms & Conditions shall have the meanings set out below:

Agreement shall mean the agreement formed between the NHM and Licensor comprising Part 1, these Terms & Conditions, the Schedules (if any) and any document expressly or impliedly incorporated by reference.

Business Day shall mean a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Clearance shall mean all the necessary rights (including any third-party Intellectual Property Rights or data protection permissions), clearances and consents (including from any relevant authorities, collecting societies and other relevant third parties) that are required for making the Content (or any of it) available on the Platform, including obtaining all necessary third-party permissions to make the Data and Content available to End Users on the Platform.

Data Protection Legislation shall mean all applicable privacy and data protection laws including the European General Data Protection Regulation and any applicable national implementing laws, regulations and secondary legislation in the UK relating to the processing of personal data, as may be amended, replaced or updated from time to time, including the Data Protection Act 2018 and the UK-specific version of the General Data Protection Regulation (effective from 1 January 2021).

Disclosing Party has the meaning given to it in clause 14.1.

End User shall mean any third-party business or organisation (including corporations, partnerships, universities, research institutions, government bodies and non-profit organisations) approved by the NHM to access and use the Platform through their authorised personnel and approved by Licensor (in accordance with clause 3.4.2) to license Data and Content from Licensor to use for development, innovation and research in accordance with their business and institutional purposes. For the avoidance of doubt "End User" excludes any individual person acting in a personal capacity.

End User Licence Agreement shall mean a separate licence agreement, to be entered into directly between Licensor and End Users, to govern use of the Data and Content by End Users through the Platform.

Hosting Provider shall mean the third party hosting provider selected by the NHM by way of tender process to provide and support the Platform for the Pilot.

Infringing Material shall mean any part of the Data and Content which is, or is likely (in the NHM's reasonable opinion) to become, the subject of a claim that it infringes Intellectual Property Rights or any other rights of a third party, or contains material

which may be considered illegal, libellous, obscene or an invasion of privacy, or otherwise result in liability for the NHM.

Intellectual Property Rights shall mean patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Pilot shall mean the initial phase of the Project, as operated under (and for the Term of) this Agreement.

Platform shall mean the online platform to be provided by the Hosting Provider during the Term for the Pilot, as may be modified or otherwise updated by the Hosting Provider from time to time during the Term.

Platform Terms shall mean the terms and conditions for use of the Platform to be agreed prior to accessing the Platform by all content-provider licensors participating in the Project, and all End Users of the Platform a copy of which will be made available by the NHM to Licensor.

Project shall mean operating a trusted creative data and content exchange with the aim of generating additional value from the cultural and creative sectors' assets while also creating a place that innovators can go to find data that is clean, standardised and cleared for use in data-dependent creative, technology and artificial intelligence sectors.

Receiving Party has the meaning given to it in clause 14.1.

Renewal Period has the meaning in clause 2.2.

Term shall mean the Initial Term together with any Renewal Periods (if any).

1.2 In this Agreement:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2.4 Unless the context otherwise requires, references to the masculine include the feminine and the neutral, and the singular includes the plural and vice versa.
- 1.2.5 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.

1.2.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.2.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Commencement and duration

2.1 This Agreement shall commence on the Commencement Date and shall, subject to earlier termination in accordance with clause 12, continue for the Initial Term.

2.2 Subject to earlier termination in accordance with the remainder of this clause 2.2 or otherwise under clause 12, this Agreement shall automatically renew upon expiry of the Initial Term ("**Renewal Period**"), and continue thereafter until either Party gives the other at least three (3) months written notice of its intention to terminate, such notice to take effect no earlier than:

2.2.1 expiry of the Initial Term (if served prior to expiry of the Initial Term);

2.2.2 three (3) months after the date on which it is given to the other Party (if served during the Renewal Period).

3. Licence Grant

3.1 In consideration of the benefits that accrue to Licensor in having access to the Platform and having the opportunity to make its Data and Content more widely available on the Platform by participating in the Project, Licensor grants the NHM such rights (on a royalty-free basis) to use the Data and Content strictly as are necessary for the purpose of the NHM performing its obligations under this Agreement (including the right to make the Data and Content available to potential End Users, prior to signature of an End User Licence Agreement, for sample purposes in accordance with the Platform Terms).

3.2 The rights granted under clause 3.1 shall include the right for the NHM to sub-license any such rights to the Data and Content to:

3.2.1 the Hosting Provider strictly to the extent necessary for the NHM to perform its obligations under this Agreement and to ensure the proper functionality of the Platform (and the display and making available of the Data and Content thereon). The NHM shall not otherwise have the right to sub-license any such rights to the Data and Content, other than as expressly provided for in this clause 3.2, without the prior written consent of Licensor (not to be unreasonably withheld or delayed).

3.3 Licensor acknowledges and agrees that End Users will have access to the Data and Content through the Platform provided they first agree to comply with: (i) the Platform Terms; and (ii) the relevant End User Licence Agreement. Licensor acknowledges and agrees that the NHM has no obligation to Licensor to review the relevant End User Licence Agreement terms to determine whether such terms are sufficient to protect the Licensor and/or its Data and Content, and the NHM hereby disclaims all responsibility in respect of the same.

- 3.4 The Parties acknowledge and agree that:
- 3.4.1 the NHM will be responsible for approving all potential End Users' requests to access the Platform (including to browse the availability of the Data and Content on the Platform) in accordance with the Platform Terms; and
 - 3.4.2 if a potential End User is approved by the NHM to access the Platform in accordance with clause 3.4.1, Licensor shall be responsible for approving, in accordance with clause 3.5, all such potential End Users' access to purchase (or otherwise download) the Data and Content and for determining the terms of (and entering into) the End User Licence Agreement with each End User for the use of Licensor's Data and Content.
- 3.5 When considering a potential End User's application for access to purchase (or otherwise download) the Data and Content via the Platform, Licensor shall:
- 3.5.1 act reasonably in its assessment of the suitability of potential End Users and their requests, and shall approve such requests unless in Licensor's reasonable opinion any such request poses a material risk to Licensor, the Data and Content, and/or the Project; and
 - 3.5.2 promptly (and without any undue delay) engage in meaningful consultation with the NHM regarding any End User applications for access to purchase (or otherwise download) the Data and Content via the Platform that Licensor proposes to reject, and the reasons for wishing to reject such application; and
 - 3.5.3 give genuine and good faith consideration to any concerns raised by the NHM regarding any such rejections proposed by Licensor under clause 3.5.2, and (in support of their wider aims of the Project) provide a reasoned explanation for any decision to reject an End User's application for access to purchase (or otherwise download) its Data and Content.
- 3.6 In consideration of Licensor's agreement to abide by the terms of this Agreement, the NHM hereby grants the Licensor a non-exclusive, non-transferable, non-sub-licensable, revocable licence to access and use the Platform in accordance with the Platform Terms, solely for the purpose of Licensor fulfilling its obligations under this Agreement, and participating in the Pilot in accordance with the terms of this Agreement.
- 3.7 Nothing in this Agreement shall be taken to restrict, limit or curtail the NHM's ability to undertake any acts, or exercise any rights, which are permitted under any applicable legislation. If there is any conflict between this Agreement and the provisions of applicable legislation, the provisions of the applicable legislation shall prevail but only to the extent of any such conflict.
- 4. Use of the Platform**
- 4.1 Licensor acknowledges and agrees that it is bound by, and will comply with, the Platform Terms in respect of its use of the Platform (including when Licensor uploads, updates and/or reviews their Data and Content on the Platform).
 - 4.2 Licensor acknowledges and agrees that it has no right to access the Platform in source code form, or to require any of the source or object code for or relating to the Platform to be disclosed to it.

- 4.3 Licensors acknowledges that the NHM is not a professional services provider and cannot therefore be held to the standard of a professional services provider of equivalent services when performing its obligations (including facilitating making Data and Content available on the Platform) under this Agreement, including (but not limited to) in respect of how Licensor's Data and Content is handled and stored by the Hosting Provider).
- 4.4 Licensors acknowledges and agrees that the NHM has the right to determine, in its sole discretion on a case-by-case basis, whether Data and Content will be made available on the Platform, and the NHM hereby reserves the right to refuse or otherwise delay or re-schedule the making available on the Platform of any of the Data and Content (in whole or in part). In making a decision under this clause 4.4 the NHM shall act reasonably in its assessment of whether, how and when to make Data and Content available on the Platform, having regard to the feasibility and practicability for the NHM of doing the same.

5. Licensors's Obligations

- 5.1 Licensors will take all steps necessary to make its Data and Content available to End Users of the Platform (including uploading its Data and Content to the Platform (if applicable) and settling any associated costs or otherwise providing an application programming interface ("**API**") or equivalent programmatic way to access its Data and Content at source directly from the Platform) in accordance with these Terms and Conditions (including the Data and Content requirements in Schedule A and any specifications and timelines therein). If the NHM determines (acting reasonably) that Data and Content does not meet the specification requirements in Schedule A, Licensors shall (or the NHM shall, on behalf of Licensors) remove it (and all access thereto) from the Platform as soon as reasonably practicable and in any event within fourteen (14) Business Day of notification by the NHM.
- 5.2 The Parties shall cooperate in all matters relating to the Project and the Platform, including by complying with any reasonable instructions given by the other in respect of use of the Data and Content and (in respect of reasonable instructions given by the NHM) use of the Platform.
- 5.3 Unless otherwise agreed between the Parties in writing, Licensors shall be responsible for ensuring, at its own cost and expense, that it has proper Clearance for use of the Data and Content in accordance with this Agreement and shall pay any applicable fees and royalties to any relevant collection societies in accordance with their rules.
- 5.4 If Licensors has any restrictions or other conditions to impose on (or otherwise bring to the attention of) End-Users in respect of the Data and Content (in whole or in part) as accessed through the Platform, including (by way of example only) territorial access restrictions or minimum age restrictions), ("**Licensors Restrictions**") then Licensors must inform the NHM as soon as reasonably practicable, and in any event with no less than 5 (five) Business Days' notice prior to the Data and Content being made available on the Platform, of any such Licensors Restrictions. The NHM shall take such reasonable steps as it deems necessary to procure that any such Licensors Restrictions are implemented on the Platform and/or brought to the attention of End-Users on the Platform (as applicable), however Licensors acknowledges and agrees that Licensors is responsible for including any such Licensors Restrictions in the relevant End User Licence terms, and the NHM shall not be liable for (and the NHM hereby disclaims all responsibility for) any failure by End-Users (howsoever caused) to comply with any Licensors Restrictions.

- 5.5 Licensor hereby undertakes that it shall not make available on the Platform any Data and Content in respect of which it has not secured proper Clearance. Licensor acknowledges and agrees that the NHM has no obligation to Licensor to review the Content to determine whether any such Data and Content may result in any liability to any third party and the NHM hereby disclaims all responsibility and liability in respect of the same.
- 5.6 Licensor shall ensure:
- 5.6.1 the Data and Content complies with all applicable laws; and
- 5.6.2 it does not do anything which would (or may) cause the NHM to be in breach of the terms of the NHM's overarching contract with the Hosting Provider (including ensuring that the Data and Content complies with all reasonable technical, security, and content standards required by the Hosting Provider). The NHM will provide Licensor separately with a copy of the Hosting Provider's applicable terms which Licensor must treat as strictly confidential and not disclose to any third party.
- 5.7 If Licensor becomes aware (or should reasonably have been aware) that an End User is in material breach of the terms of a EULA (including defaulting on payments due to Licensor under the EULA) Licensor shall promptly notify the NHM of any such issues to allow the NHM to determine whether such End User should be permitted to continue to have access to the Platform.

6. Pricing and invoicing

- 6.1 The Parties acknowledge and agree that no fees are payable by Licensor for its participation in the Pilot in accordance with the terms of this Agreement but that this position (as regards participation in the Project after the Pilot) is subject to review when the Pilot ends upon expiry of the Term.
- 6.2 Licensor acknowledges and agrees that it is solely responsible for:
- 6.2.1 carrying out any due diligence (including credit checks if required by Licensor) that it may require on End Users before granting an End User access to the Data and Content (in accordance with clause 3.4.2 and clause 3.5); and
- 6.2.2 managing invoicing and payment of any fees charged to End Users under an End User Licence Agreement,
- and the NHM hereby disclaims all responsibility and liability in respect of the same.
- 6.3 Without prejudice to clause 3.3, the NHM (acting by the people running the Pilot on behalf of the NHM) may from time to time during the Term, in its discretion (and without obligation), provide the Licensor with guidance on certain matters relating to the licensing of the Data and Content ("**Limited Guidance**"). Licensor acknowledges and agrees that any such Limited Guidance:
- 6.3.1 is not mandatory or binding in any way on Licensor; and
- 6.3.2 would be provided on a strictly confidential basis and subject to the terms of clause 14 of this Agreement.

7. Intellectual Property Rights

- 7.1 Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Data and Content shall remain, as between the NHM and Licensor, with Licensor.
- 7.2 Except as expressly provided in this Agreement, nothing shall be construed to grant any right, title or interest in or to the Intellectual Property Rights of one Party to the other Party.
- 7.3 Neither party shall do anything or cause anything to be done, which may damage the goodwill or reputation of the other Party or bring the other Party into disrepute. For the avoidance of doubt, this is a material term of this Agreement.

8. Infringing Material

- 8.1 If in the reasonable opinion of either Party a third party's Intellectual Property Rights are being infringed, the Party holding such opinion shall at once inform the other.
- 8.2 Without prejudice to Licensor's obligations under clause 5.5 and clause 5.6, should the Data and Content or any part of it become (or in NHM's reasonable opinion be likely to become) Infringing Material, or if Licensor reasonably believes that the Data and Content or any part of it has become (or is likely to become) Infringing Material:
- 8.2.1 the NHM shall have the right to remove (or require Licensor or the Hosting Provider (as applicable) to remove) access to such Infringing Material (and where hosted on the Platform, remove such Infringing Material itself) from the Platform, as soon as reasonably practicable and in any event within seven (7) Business Days of the NHM becoming aware of such Infringing Material; and
- 8.2.2 Licensor shall have the right to request the NHM to remove (or require the Hosting Provider (as applicable) to remove) access to such Infringing Material from the Platform, as soon as reasonably practicable and in any event within seven (7) Business Days of Licensor becoming aware of such Infringing Material.
- 8.3 For the avoidance of doubt, neither Party shall be in breach of any obligations owed to the other Party under this Agreement if in its judgment it is necessary to remove access to Data and Content from the Platform (or otherwise remove Data and Content from the Platform (in whole or in part)) on account of an actual or alleged infringement of any third party Intellectual Property Rights, or because such Data and Content is an actual or alleged infringement of any other third party rights, or otherwise considered illegal, libellous, obscene or an invasion of privacy, or likely to result in liability for the Party.
- 8.4 Licensor acknowledges and agrees that the NHM has no obligation to Licensor (or to any third party with any interest in the Data and Content) to investigate, defend or take any legal action in respect of:
- 8.4.1 any breaches by an End User of the End User Licence Agreement; or
- 8.4.2 any actual or alleged infringement of any rights (including third party Intellectual Property Rights) arising from the making available of the Data and Content via the Platform.

- 8.5 Licensor acknowledges and agrees that Licensor shall have sole and exclusive control over, and conduct of, all claims, actions and proceedings relating to any of the matters contemplated under clause 8.4, and the NHM hereby disclaims all responsibility and liability in respect of the same. Licensor shall bear all costs and expenses arising out of or in connection with any such claims, actions or proceedings.

9. Data Protection

- 9.1 The Parties do not anticipate sharing substantial volumes of personal data under this Agreement. If they do share any personal data, the Parties are independent data controllers and will comply with their obligations under the Data Protection Legislation. Licensor acknowledges NHM's Privacy and Cookies Policies (a copy of which is linked for reference: <https://www.nhm.ac.uk/about-us/privacy-notice.html>). The Hosting Provider acts as a Data Processor for Licensor in respect of any personal data uploaded to the Platform and will process such personal data only on documented instructions from the NHM. Processing by the Hosting Provider is governed by the DPA between the NHM and the Hosting Provider. Licensor will comply with any separate obligations which apply to it under Data Protection Legislation when sharing any personal data with End Users in connection with the Platform.

- 9.2 Licensor has reviewed and acknowledges the NHM's Privacy and Cookies Policies (a copy of which is linked for reference: <https://www.nhm.ac.uk/about-us/privacy-notice.html>) which set out the terms on which the NHM processes any personal data it may collect from Licensor, or that Licensor provides to the NHM under or in connection with this Agreement, as well as how the NHM uses cookies and similar technologies. The specific Cookie Policy for this Platform applies and prevails over any other cookie policies which you may see links to.

10. Warranties and Representations

- 10.1 Each Party warrants and represents that it:
- 10.1.1 has the full right, power and authority to enter into and perform this Agreement;
 - 10.1.2 has all necessary resources, approvals, powers and expertise to perform its obligations in accordance with the terms of this Agreement;
 - 10.1.3 will perform its obligations under this Agreement and deliver its role in the Project in accordance with good practice;
 - 10.1.4 shall abide by any applicable laws; and
 - 10.1.5 is not aware of anything in its own affairs, which it has not disclosed to the other Party, which might reasonably have influenced the decision of the other Party to enter into the Project on the terms contained in the Agreement.
- 10.2 Licensor additionally warrants and represents that:
- 10.2.1 it has the full right, power and authority to grant all rights and interests as contemplated hereunder, and there is nothing which would prevent it from performing its obligations under the terms hereof;

- 10.2.2 so far as it is aware, having made due and careful enquiry (acknowledging the nature of the same), the Data and Content is lawful and does not infringe any third party Intellectual Property Rights or any other rights of a third party; and
- 10.2.3 so far as it is aware, having made due and careful enquiry there is a lawful basis (evidence of which will be provided to the NHM upon reasonable request) for any personal data contained in the Data and Content being used for the purposes contemplated under this Agreement.

11. **Limitation of Liability and Indemnity**

- 11.1 To the fullest extent permitted by law neither Party shall be liable to the other for consequential, indirect, special or exemplary damages, including damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages, other than under clause 11.3.
- 11.2 Nothing in this Agreement is intended and nor shall it be construed as an attempt by either Party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including liability for death or personal injury caused by negligence or for fraud.
- 11.3 Licensor shall retain full responsibility and liability for and in connection with the Data and Content (including making it available on the Platform and the licensed use of it). Accordingly, and without prejudice to clause 8, Licensor shall hold the NHM harmless from any liability, costs or expenses suffered or incurred by the NHM if a third party brings a claim against the NHM (or notifies the NHM of its intention to do so) that the Data and Content (including the NHM's use of that Data and Content on the Platform as necessary in accordance with the rights granted under this Agreement) infringes the third party's Intellectual Property Rights, breaches applicable Data Protection Laws in respect of the third party's personal data, or somehow otherwise infringes the rights of the third party ("**Claim**") PROVIDED THAT the NHM shall:
 - 11.3.1 as soon as reasonably practicable, give written notice of the Claim to Licensor, specifying the nature of the Claim in reasonable detail;
 - 11.3.2 subject to clause 11.5 allow Licensor, at Licensor's cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim, provided that Licensor must not settle or compromise the Claim without the prior written consent of the NHM (such consent not to be unreasonably conditioned, withheld or delayed) unless it involves only the payment of money by Licensor and includes a complete release of the NHM from any liability; or
 - 11.3.3 not, subject to clause 11.5 and Licensor's full compliance with clause 11.6, make any admission of liability, settlement or compromise in relation to the Claim without the prior written consent of Licensor (such consent not to be unreasonably conditioned, withheld or delayed); and
 - 11.3.4 provide Licensor with reasonable information, assistance and co-operation in responding to and defending the Claim.
- 11.4 If Licensor does assume control over the defence of a Claim promptly following receipt of the notice under clause 11.3.1 and resolves the matter without the need for

proceedings to be issued against the NHM, Licensor shall not be liable to the NHM under Clause 11.3 above for any liability, costs or expenses suffered or incurred by the NHM in consequence of the third party notifying the NHM of its intention to bring a claim against the NHM

- 11.5 If Licensor does not assume control over the defence of a Claim promptly following receipt of the notice under clause 11.3.1, the NHM may defend the Claim in any way it deems appropriate at Licensor's expense but shall have regard to the interests and reputation of Licensor in its conduct of the Claim and shall ensure that Licensor is granted access to all relevant documents connected with the Claim and keep Licensor informed, at regular intervals, regarding negotiations, litigation and other material matters concerning the Claim.
- 11.6 If Licensor assumes control over the defence of any Claim, Licensor shall: (a) defend the Claim diligently and in such a way as not to bring the reputation of the NHM into disrepute; (b) have regard to the interests and reputation of the NHM in its conduct of the Claim; (c) ensure that the NHM is granted access to all relevant documents connected with the Claim and keep the NHM informed, at regular intervals, regarding negotiations, litigation and other material matters concerning the Claim; and (d) comply with all reasonable directions given by the NHM in relation to the Claim.

12. Termination

- 12.1 Licensor shall have the right to terminate this Agreement:
- 12.1.1 on ninety (90) days' written notice if it is unable to comply with its obligations under clause 5.6;
- 12.1.2 Immediately if the NHM revokes the licence granted to Licensor under clause 3.6.
- 12.2 Either Party will have the right to terminate this Agreement with immediate effect upon written notice if:
- 12.2.1 without prejudice to its rights under clause 2.2, the other Party commits a material or persistent breach of this Agreement and (in the case of a material or persistent breach which is capable of remedy) fails to remedy that breach within fourteen (14) days of being notified in writing of the breach; or
- 12.2.2 a winding up petition is present at court, or an order is made or a resolution is passed for the winding up of the other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the other Party; or
- 12.2.3 an order is made for the appointment of an administrator to manage the affairs, business and/or property of the other Party, or documents are filed for the appointment of an administrator for such purposes, or notice of intention to appoint an administrator for such purposes is given by the terminating Party or other third party; or
- 12.2.4 a receiver is appointed over any of the other Party's assets or undertaking, or if circumstances arise which entitle a court or a creditor to appoint a receiver or manager in respect of any part of that Party's undertaking or assets; or

- 12.2.5 the other Party makes any arrangement or composition with its creditors, or makes an application to a court for the protection of its creditors in any way, or becomes bankrupt, or if the other Party ceases to trade or threatens to cease to trade; or
- 12.2.6 the other Party takes or suffers any similar or analogous action to those referred to in sub-clauses 12.2.1 to 12.2.5 (inclusive) in any jurisdiction.
- 12.3 Licensor acknowledges that the NHM is hosting the Project only for the Pilot and Licensor will need to enter into separate arrangements with the relevant administrator of the Project upon expiry of the Term if it wishes to continue its participation in the Project.

13. Consequences of Termination

- 13.1 Termination of this Agreement, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.
- 13.2 On termination or expiry of this Agreement for any reason:
 - 13.2.1 all rights granted under this Agreement shall terminate as of the effective date of such termination or expiration; and
 - 13.2.2 Licensor shall remove access to Data and Content (and, where hosted on the Platform, remove the Data and Content itself) from the Platform within fourteen (14) Business Days.

14. Confidentiality

- 14.1 If either Party (**Disclosing Party**) makes available to the other (**Receiving Party**) confidential information relating to its business, technical or other activities or as under the circumstances ought to be treated as confidential or proprietary, or as explicitly designated as confidential or proprietary information, in the course of this Agreement the Receiving Party shall use its best endeavours to maintain the confidentiality of such information (to the extent that such information is within its control) and not use or disclose such information except to the extent necessary to enable the performance of the Receiving Party's obligations under this Agreement, or as otherwise permitted by this clause 14.
- 14.2 Each Party may disclose confidential or proprietary information:
 - 14.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out that Party's obligations under this Agreement or advising or assisting that Party in any matter relating to this Agreement provided such persons are bound by confidentiality obligations equivalent to those under this clause 14; and
 - 14.2.2 as may be required by law, court order or any governmental or regulatory authority including but not limited to under the Freedom of Information Act 2000. The Receiving Party will use all reasonable endeavours to consult the Disclosing Party whenever possible prior to providing such information.

- 14.3 The obligations in clause 14.1 shall not apply to data or information which the Receiving Party can clearly demonstrate:
- 14.3.1 was known to the Receiving Party prior to disclosure by the Disclosing Party, or is independently developed or conceived by the Receiving Party; or
 - 14.3.2 was in or enters the public domain through no fault of the Receiving Party or breach by a third party of an obligation of confidence; or
 - 14.3.3 becomes available to the Receiving Party by an unconnected third party with the lawful right to make such a disclosure.

15. Dispute Resolution

- 15.1 If a dispute arises out of or in connection with this Agreement the parties will, following a written request from one Party to the other, attempt in good faith to resolve the dispute:
- 15.1.1 through discussions between the NHM's Authorised Representative and Licensor's Authorised Representative failing which;
 - 15.1.2 through discussions between the NHM's *[insert role]* and Licensor's *[insert role, eg CEO]*.
- 15.2 If the dispute cannot be settled between the parties at the meetings described in clause 15.1 above or within thirty (30) calendar days of receipt of the initial request, the parties may agree to attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator and place of mediation shall be nominated by CEDR Solve.
- 15.3 Neither Party may commence any court proceedings in relation to the dispute until it has attempted to settle the dispute by the process described at clauses 15.1 and 15.2 and either the other Party fails to participate in the discussions or mediation or the mediation has terminated, provided that the right to issue proceedings is not prejudiced by a delay.
- 15.4 All disputes arising out of or in connection with this Agreement shall be finally settled by the English courts.

16. Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in the performance of this Agreement which result from circumstances beyond the reasonable control of that Party including but not limited to failure of any telecommunications or other delivery system, fires, strikes (of its own or other employees), epidemic or pandemic, insurrection or riots, embargoes, requirements or regulations of any civil or military authority including compliance with any law, court or governmental order, rule, regulation or direction or any action taken by a government or public authority. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so, and shall be entitled to a reasonable extension of time for performing such obligations. If such circumstances continue for a continuous period of more than one

(1) month, either Party may terminate this Agreement by written notice to the other Party.

17. Freedom of Information

17.1 Each Party acknowledges that the other Party is subject to the requirements of the Freedom of Information Act 2000 (**Act**), and each Party shall provide all necessary assistance as reasonably required by the other to enable compliance with the Act within five working days of any request made by a Party in relation to the Act.

17.2 Where either Party receives a request under the Act that may require the disclosure of information relation to the other Party and/or this Agreement, the Party that receives the request shall endeavour to consult with the other Party before making any such disclosure should the disclosure of information relating to this Agreement be requested under the provisions of the Act. However, each Party acknowledges that the receiving Party shall be responsible for determining at its absolute discretion the scope of any information to be disclosed and whether any exemption should apply, and the other Party shall comply with any such decisions taken.

18. General

18.1 Assignment and sub-contracting. Without prejudice to clause 3.2 and clause 18.2, neither Party may assign, transfer, charge or otherwise deal with all or any of its rights or obligations under or pursuant to this Agreement, or sub-contract the performance of any of its obligations under or pursuant to this Agreement without the prior written consent of the other. Neither Party will be relieved of any of its obligations or duties under this Agreement by virtue of the other agreeing in writing to the sub-contracting of any obligations or duties under this Agreement.

18.2 Novation. Licensor hereby unconditionally and irrevocably agrees in advance that, notwithstanding clause 18.1, the NHM shall be permitted at any time during the Term at its election to novate this Agreement to: (i) the NHM's commercial trading subsidiary (The Natural History Museum Trading Company Limited); or (ii) any other entity specially incorporated to take over the Project (or the Pilot) from the NHM. If the NHM exercises this right:

18.2.1 Licensor shall provide the NHM with all assistance required to effect such novation (including execution of any novation deed); and

18.2.2 upon execution of any such novation deed the NHM shall be released from all of its obligations under and in connection with this Agreement.

18.3 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 relating to anti-bribery and anti-corruption including the Bribery Act 2010. Each Party shall comply with any policy or procedure governing anti-bribery imposed by the other (if any) and each Party warrants that it will 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.

18.4 Publicity. Licensor shall not make any press announcements or publicise this Agreement in any way without the NHM's prior written consent (not to be unreasonably withheld or delayed). Licensor acknowledges and agrees that the NHM shall be entitled to include reference to the Licensor and any of its Data and Content

as part of any marketing of the Project undertaken by the NHM, provided that where the NHM intends to announce a material change or material update to the Platform it shall first secure prior written consent from Licensor (not to be unreasonably withheld or delayed). Licensor agrees that the NHM may use Licensor's brand and logos to the extent necessary for any such publicity and marketing provided: (i) the NHM secures prior written consent from Licensor (not to be unreasonably withheld or delayed) for each new use case of Licensor's brand under this clause 18.4; and (ii) the NHM complies with any reasonable brand guidelines that Licensor provides reasonable prior notice of to the NHM. For the avoidance of doubt, once Licensor has approved a use case for use of its brand under this clause 18.4, the NHM will not need to seek further approvals from Licensor to use its brand for the same use case thereafter, provided Licensor has not withdrawn its consent (by reasonable prior written notice to the NHM) in respect of the relevant use case.

18.5 Notices. Any notice to be given by one Party to the other under, or in connection with, this Agreement shall be in writing and signed by or on behalf of the Party giving it. It shall be served by sending it by hand, recorded delivery, or by email to the relevant address below (or such other address as a Party may notify in writing from time to time):

18.5.1 NHM: The Natural History Museum, The CCE Incubator Team, Cromwell Road, London SW7 5BD; hello@thecce.co.uk

18.5.2 Licensor: [insert address to which contractual notices should be sent including email address]

Any notice so served shall be deemed to have been received:

18.5.3 if delivered by hand, on signature of a delivery receipt;

18.5.4 if delivered by recorded delivery, on the second (2nd) Business Day following the date of posting; or

18.5.5 if sent by email, at the time of transmission.

This sub-clause does not apply to the service of any proceedings or other documents in any legal action.

18.6 Severability. If any provision or part of a provision of this Agreement is held to be invalid or unenforceable, it shall be given no effect and shall be deemed not to be included in this Agreement. This shall not affect the validity and enforceability of the rest of this Agreement.

18.7 Waivers. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.8 Variation. No amendment or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of duly authorised representatives of each of the Parties.

18.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between them relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

- 18.10 Relationship of the parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, authorise a Party to act as the agent of the other, or authorise any Party to make or enter into any commitments for or on behalf of the other Party except as expressly provided in this Agreement.
- 18.11 Third Party Rights. No person other than a Party to this Agreement shall have any rights to enforce any term of this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 18.12 Surviving Terms. The rights and obligations of the Parties under clauses 7 (*Intellectual Property Rights*), 8 (*Infringing Material*), 11.3 - 11.6 (inclusive) (*Limitation of Liability and Indemnity*), 14 (*Confidentiality*) and 9 (*Data Protection*) together with such other clauses as may reasonably be construed as surviving termination, shall survive the termination of this Agreement.
- 18.13 Governing Law. This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of England and Wales.
- 18.14 Counterparts. This Agreement may be executed in counterparts, both of which when executed and delivered shall constitute a duplicate original, and both counterparts shall together constitute the one agreement. Transmission of a scanned copy of an executed counterpart of this Agreement by email shall take effect as delivery of an executed counterpart of this Agreement.

Schedule A

[Additional details regarding the Data and Content and framework of NHM requirements for such Data and Content (including specification/parameters on the nature of the data and content to be provided, timelines for providing it etc.) will be agreed between NHM and Licensor.]

Schedule B
Platform Terms
[To be inserted]