

	<b>International Exhibition Loan Agreement</b>
<b>Between</b>	<b>Museum Centre Vapriikki ('the MCV')</b> <b>Alaverstaanraitti 5, 33101, Tampere</b> <b>FINLAND</b>
<b>and</b>	<b>National Museum of Australia ('the NMA')</b> <b>Lawson Crescent, Acton Peninsula, Canberra ACT 2600</b> <b>AUSTRALIA</b> <b>ABN: 70 592 297 967</b>
<b>For the Exhibition</b>	<b><i>Songlines: Tracking the Seven Sisters</i></b>
<b>NMA Contract No:</b>	<b>NMAC 2122/61</b>

The parties agree to the loan of the Exhibition by the NMA to the Exhibitor on the terms and conditions of this agreement.

SIGNED FOR AND ON BEHALF OF THE PARTIES AS FOLLOWS

Executed for the **National Museum of Australia** by its duly authorised representative:

.....  
Signature

*Stephanie Bull*  
Name of representative  
(Block letters)

**DEPUTY DIRECTOR**  
Title of representative  
(Block letters)

*4/1/22*  
Date

.....  
Signature of witness

*Harkin*  
Name of witness  
(Block letters)

**HELEN HARKIN**  
Name of witness  
(Block letters)

Executed for **Museum Centre Vapriikki** by its duly authorised representative:

.....  
Signature

JUHA AHONEN.....  
Name of representative  
(Block letters)

DIRECTOR OF CULTURE, CITY OF TAMPER  
Title of representative  
(Block letters)

17 DECEMBER, 2021.....  
Date

.....  
Signature of witness

MARJO-RIITTA SALONIEMI.....  
Name of witness  
(Block letters)

## 1 Definitions

1.1 The following words have these meanings in this agreement, unless the contrary intention appears:

**Arrival Date** means the arrival date specified in **item 4 of schedule 1**.

**Business Day** means a day on which banks are open for general banking business in the city in which the Venue is located, not being a Saturday or a Sunday.

**Confidential Information** means information that is not available in the public domain which is disclosed or received by the parties under this agreement, or which a party knows or ought to know is confidential to the other party. The party seeking to disclose Confidential Information must seek prior written approval to disclose the information from the party to which the Confidential Information belongs, except as required by law or the national government.

**Costs** means the amounts specified in, or determined in accordance with, **item 6 of schedule 1**, except for the Hire Fee.

**Defaulting Party** has the meaning given to it in **clause 17.2**.

**Departure Date** means the departure date specified in **item 4 of schedule 1**.

**Dispute** means any dispute, controversy, difference or claim between any of the parties as to the meaning of this agreement, the rights or obligations of a party under this agreement and/or any other matter arising out of or relating to this agreement.

**Evaluation Report** means the report described in **annexure F**.

**Exhibition** means the exhibition as described in **item 1 of schedule 1**.

**Exhibition Period** means that part of the Loan Period, specified in **item 4 of schedule 1**, during which the Exhibition is on public display at the Venue.

**Hire Fee** means the amounts specified in, or determined in accordance with, **item 6 of schedule 1**.

**Indemnifying Party** has the meaning given to it in **clause 13.1**.

**Intellectual Property (IP) Rights** means all rights conferred under statute, common law and in equity in relation to intellectual activity in the industrial, scientific, literary or artistic fields, including but not limited to copyright, business names, circuit layouts, inventions, patents and registered and unregistered designs, trade marks or logos.

**IP Restrictions** means restrictions on IP Rights (if any) as described in **item 3 of schedule 1**.

**Loan Period** means the period of time between the Arrival Date and the Departure Date specified in **item 4 of schedule 1**.

**Merchandise** means products made available for sale as described in **item 8 of schedule 1**.

**Merchandising Arrangements** means the merchandising arrangements specified in **item 8 of schedule 1**.

**Payment Schedule** means the payment schedule specified in **item 6 of schedule 1**.

**Personal Information** means information or an opinion about an individual who is reasonably identifiable from that information.

**Promotional Material** means the material developed for the marketing or promotion of the Exhibition as specified in **item 7 of schedule 1**.

**Sponsor** means a Principal Partner, Major Sponsor or similar that has provided sponsorship to either party for the Exhibition and will be recognised in accordance with **item 9 of schedule 1**.

**Tax and Taxes** mean any and all present and future levies, duties or other charges of any nature whatsoever by any government, or other relevant authority imposed, levied or assessed or otherwise payable.

**Term** has the meaning given to it in **clause 17.1**.

**Venue** means the location where the Exhibitor will have the Exhibition exhibited, as described in **item 2 of schedule 1**.

## 1.2 Interpretation

In this agreement, unless the contrary intention appears:

- (a) a reference to this agreement or another instrument includes any variation or replacement of either of them;
  - (b) a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure of this agreement and a reference to this agreement includes a clause, schedule or annexure;
  - (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacement of any of them;
  - (d) the singular includes the plural and vice versa;
  - (e) each gender includes every other gender;
  - (f) the word "person" includes a firm, body corporate, and unincorporated association or an authority;
  - (g) a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assignors;
  - (h) a reference to a month is a calendar month;
  - (i) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
  - (j) the word "parties" means the signatories to this agreement;
  - (k) unless otherwise specified, a reference to "AUD\$", "A\$", "\$A", "dollar, or "\$" is a reference to Australian currency; and
  - (l) headings are inserted for convenience and do not affect the interpretation of this agreement.
- 1.3 To the extent that there is any inconsistency between the terms and conditions as set out in the body of this agreement and the terms and conditions as may be set out in any of the annexures to this agreement, then unless the contrary intention expressly appears, the terms and conditions of this agreement will prevail to the extent of such inconsistency.
- 1.4 In the event of any translation of this agreement into a language other than English, the provisions of the English language version will take precedence.

## 2 Loan of the Exhibition

- 2.1 The NMA will lend the Exhibition to the Exhibitor, and the Exhibitor will take, store and display the Exhibition at the Venue for the Loan Period, upon and subject to the terms and conditions of this agreement.
- 2.2 The NMA warrants that:
- (a) it has the right to lend the Exhibition to the Exhibitor on the terms and conditions of this agreement;
  - (b) subject to **clause 2.3**, there is no infringement of IP Rights arising out of the loan of the Exhibition to the Exhibitor or the use and display of the Exhibition at the Venue by the Exhibitor; and
  - (c) the Exhibition will be fit for the purposes for which the Exhibition is intended, as held out by the NMA, to meet.
- 2.3 The Exhibitor acknowledges the IP Restrictions and undertakes to comply with the IP Restrictions during the Loan Period.

## 3 Exhibitor Responsibilities

- 3.1 In consideration of the NMA lending the Exhibition to the Exhibitor and allowing the Exhibitor to display the Exhibition for the Loan Period, the Exhibitor must:
- (a) maintain the Exhibition while in storage and on display in accordance with the requirements of this agreement; and
  - (b) pay the Costs described in **item 6 of schedule 1**.
- 3.2 The Exhibitor:



- (a) is responsible for the day to day management of the Exhibition while at the Venue, other than as specified in this agreement;
- (b) must not undertake any treatment or work on the Exhibition, or any component of the Exhibition, without the prior written consent of the NMA;
- (c) must, in the event of emergency situations, contact the NMA to seek advice on reasonable action as is necessary to ensure the safety of the Exhibition, or any component of the Exhibition, and to that extent may:
  - (i) act for and on behalf of the NMA; and
  - (ii) remove components of the Exhibition to a place of safekeeping;
- (d) must not use any part of the Exhibition, or related material, for commercial purposes other than as provided for under this agreement, without the prior written consent of the NMA;
- (e) will allow the NMA and its authorised agents access (at no charge) to the Venue at mutually agreed times during normal Venue operating hours; and
- (f) will allow the NMA and its authorised agents access (at no charge) to the Venue at mutually agreed times outside of normal Venue operating hours, provided that:
  - (i) the Exhibitor is able to make the necessary arrangements to facilitate such access; and
  - (ii) the NMA meets its own costs;
- (g) is responsible for design and production of the Exhibition, including fabrication of any graphics, furniture or other media required to display the objects, and cover all the associated costs;
- (h) is responsible for organising any opening event or media launch for the Exhibition and cover all the associated costs;
- (i) will provide the benefits to Sponsors described in **item 9 of schedule 1**.
- (j) will, within 30 days after the end of the Loan Period, provide to the NMA an Evaluation Report containing the information specified in **annexure F**.

#### **4 Delivery, Installation and Deinstallation of the Exhibition**

- 4.1 The parties agree to allocate responsibility for crating and packing and repacking material in accordance with **item 5 of schedule 1**.
- 4.2 The NMA must:
- (a) provide the Exhibitor with a design brief and facilitate curatorial input for the design and display of the Exhibition;
  - (b) coordinate transport of the Exhibition;
  - (c) ensure that the components of the Exhibition arrive at the Venue on the Arrival Date or a date agreed by the parties:
    - (i) in a condition suitable for public exhibition;
    - (ii) in good working order; and
    - (iii) in a condition and configuration which will allow them to be installed at the Venue;
  - (d) provide to the Exhibitor in a timely manner a comprehensive list of specific requirements for the proper installation, and operation, of the Exhibition; and
  - (e) subject to the Exhibitor complying with **clause 4.6**, arrange for the Exhibition to be removed, and ensure that the Exhibition is prepared for removal, from the Venue on the Departure Date.
- 4.3 The Exhibitor must:
- (a) design the Exhibition layout, plan and any ancillary displays, signage and associated events, with reference to the NMA's design brief and curatorial input, for submission to NMA for approval prior to the Installation Period;
  - (b) pay the Costs outlined in **item 6 of schedule 1**;

- (c) provide a secure and appropriate space to store the Exhibition at the Venue between the Arrival Date and commencement of installation, and the packing crates while the Exhibition is on display;
  - (d) ensure that the Venue has the services as described in **annexure B**; and
  - (e) obtain appropriate customs, quarantine, immigration and similar clearances (including import and export documentation, waivers or permissions) in a timely manner so that the Exhibition can be installed in accordance with the installation schedule described in **annexure C**, and provide confirmation of these to the NMA upon request.
- 4.4 The parties will use their best endeavours to notify and accommodate any issues arising such as delays between venues.
- 4.5 The NMA will provide the number of representative(s) as specified in **annexure C** to coordinate the unpacking, installation, dismantling and repacking of the Exhibition at the Venue. Transport and accommodation costs of NMA staff will be borne by the Exhibitor. The number of days allowed for installation, dismantling and repacking is specified in **annexure C**.
- 4.6 The Exhibitor must provide the services, equipment and personnel as detailed in **annexure C** to unload, unpack, install, dismantle, repack and reload the Exhibition.
- 4.7 If:
- (a) the Exhibitor fails to supply the services, equipment or personnel as listed in **annexure B** and **annexure C** for the unpacking, installation, dismantling and repacking of the Exhibition; and
  - (b) such failure results in a delay to the unpacking, installing, dismantling, repacking or reloading of the Exhibition, then:
    - (c) the NMA may arrange for the relevant services, equipment or personnel to be provided; and
    - (d) the Exhibitor will be liable to meet all direct costs reasonably and properly incurred by the NMA in providing those services, equipment or personnel.
- 4.8 Responsibilities in relation to the preparation of condition reports for the components of the Exhibition are as follows:
- (a) condition reports will be prepared using the form as set out in **annexure D** or otherwise provided by the NMA;
  - (b) the NMA must provide a condition report for all components of the Exhibition at the time of delivery of the Exhibition to the Venue;
  - (c) the Exhibitor and the NMA (if representatives have been provided in accordance with **clause 4.5**) must complete the condition report forms at the following times:
    - (i) immediately after unpacking of the Exhibition; and
    - (ii) immediately prior to the repacking of the Exhibition, prior to departure from the Venue; and
  - (d) the Exhibitor must notify the NMA of any material change in the condition of any component of the Exhibition immediately upon the Exhibitor becoming aware of such change.

## **5 Display and Maintenance**

- 5.1 Subject to **clause 5.3(a)** and **clause 5.4**, the Exhibitor must ensure that each component of the Exhibition on display at the Venue is in full operational order and that all components are present to a standard suitable for public exhibition at the time of opening and maintained at this level throughout the Exhibition Period.
- 5.2 During the period that the Exhibition is being installed at the Venue, the NMA will train staff nominated by the Exhibitor in the operation, general maintenance and cleaning of the Exhibition, as appropriate, as detailed in **annexure E**.
- 5.3 Whilst the Exhibition is in the Venue:
- (a) the Exhibitor is responsible for the daily checking and maintenance of the Exhibition. The Exhibitor's maintenance obligations are set out in **annexure E**; and
  - (b) the Exhibitor must ensure that the environment in which the Exhibition is placed during the Loan Period is maintained at the levels nominated in **annexure B**.

- 5.4 The Exhibitor is responsible for keeping accurate records of all day-to-day maintenance undertaken on the Exhibition and must not make any modification or alteration to the Exhibition without the prior written approval of the NMA.
- 5.5 The Exhibitor must nominate an official representative(s) for the purposes of acting as the maintenance contact person for the NMA. The representative nominated must be available for contact at the times and in the manner specified in **item 11 of schedule 1**.

## 6 Security

- 6.1 The Exhibitor must provide 24 hour physical and/or electronic security of the Exhibition whilst it is at the Venue as specified in **annexure B**.
- 6.2 The NMA is responsible for courier arrangements for the Exhibition during its transportation to the Venue from the NMA or a previous venue.

## 7 Risk and Insurance

- 7.1 The Exhibitor is responsible for any loss or damage that occurs to the Exhibition or any of its components during the Loan Period and must pay the NMA any reasonable costs incurred by it in restoring the Exhibition or any component(s), as the case requires, as nearly as practicable to its condition when first received by the Exhibitor at the Venue, with the exception of fair wear and tear.
- 7.2 The Exhibitor must maintain adequate insurance to cover its own workers compensation liabilities, third party liabilities and public liability in order to indemnify itself against any loss or damage it may suffer or cause during the Loan Period. The Exhibitor may act as its own insurer provided the NMA is notified in writing prior to execution of this agreement and has accepted it as appropriate.
- 7.3 The Exhibitor will maintain its own insurance coverage for the Exhibition to the value described in **annexure A** to cover all customary risks of physical loss or damage during the Loan Period.
- 7.4 The Exhibitor is responsible for transit insurance for the period commencing from departure from the previous venue until departure from the Exhibitor's Venue. The NMA will advise the Exhibitor of the departure date from the previous venue as soon as practicable.
- 7.5 The Exhibitor must immediately notify the NMA by email of any loss or damage suffered by the Exhibition or any of its components.
- 7.6 At the request of the NMA, the Exhibitor must provide evidence that the Exhibitor has taken out all of the insurances required by **clause 7.2**.

## 8 Promotional Material

- 8.1 The NMA must provide to the Exhibitor in a timely manner:
- (a) copies and details of the Promotional Material; and
  - (b) details of any Intellectual Property Rights associated with the Promotional Material.
- 8.2 The Exhibitor must not, without the prior written approval of the NMA or as otherwise stated in this agreement:
- (a) make press or other announcements or releases relating to this agreement, or the transactions the subject of this agreement;
  - (b) alter the Promotional Material
  - (c) use the Promotional Material for any purpose other than for and in relation to the Exhibition; or
  - (d) allow for the Exhibition to be photographed or recorded.

## 9 Exhibition Merchandise

The parties will comply with the Merchandising Arrangements specified in **item 8 of schedule 1**.

## 10 Sponsorship and Events

- 10.1 The parties acknowledge and agree that the arrangements in respect of sponsorship are as follows:

- (a) the confirmed Sponsor(s) are as listed in **item 9 of schedule 1** and the NMA may arrange for further Sponsors at its discretion;
  - (b) each party has sole discretion in relation to the manner in which its sponsorship funding is utilised;
  - (c) the Exhibitor may arrange additional sponsorship subject to prior written approval by the NMA; and
  - (d) each party will be responsible for the matters as described in **item 9 of schedule 1**.
- 10.2 The parties will comply with any requirements for the official opening and events as may be prescribed in **item 10 of schedule 1**.

## 11 Acknowledgments

- 11.1 Unless otherwise agreed between the parties, the NMA and its Sponsors must be given clear acknowledgment as the provider of the Exhibition in all Promotional Material, including but not limited to press releases, posters, banners or other advertising as provided in **item 10 of schedule 1**.
- 11.2 The NMA must promptly provide necessary corporate identity material to enable the Exhibitor to meet design and production schedules of the Exhibitor including, without limitation, corporate logos and Sponsor(s) logos.

## 12 Ownership and Possession

- 12.1 The Exhibitor acknowledges that the title to, and IP Rights in respect of, the Exhibition and related materials vests and remains in the NMA or relevant third party owner (as the case may be).
- 12.2 The Exhibitor must not convey, duplicate, transfer, assign, mortgage, pledge, lend or part with possession of the Exhibition, or any component of the Exhibition, except in accordance with the provisions of this agreement.
- 12.3 The Exhibitor must immediately deliver up possession of the Exhibition to the NMA at the Venue on the Departure Date or, if this agreement terminates prior to the Departure Date, on the date specified in the notice of termination.
- 12.4 The Exhibitor will own any Intellectual Property Rights in the Evaluation Report and any other Exhibition reporting submitted to the NMA by the Exhibitor. The Exhibitor grants an irrevocable royalty free worldwide licence to the NMA to use any information as contained in the Evaluation Report or any other reporting detailed in **annexure F** as it relates to the NMA's Exhibition. This includes internal use and reporting to the Australian Government as requested.

## 13 Indemnity

- 13.1 Subject to **clause 13.2** and **13.3** each party ("**Indemnifying Party**") will indemnify and keep indemnified the other party and its officers, employees and agents (each an "**Indemnified Party**") from and against any loss or damage (including loss or damage to property), expense, liability or cost (including the cost of any settlement) incurred by an Indemnified Party (including incurred as a consequence of a third party claim) which arises from or is a consequence of:
- (a) any unlawful or negligent act or omission of the Indemnifying Party in connection with this agreement;
  - (b) any breach by the Indemnifying Party of any of its obligations or warranties under this agreement; and/or
  - (c) without limitation to **clause 13.1(b)**, any use or disclosure by the Indemnifying Party of Personal Information in breach of **clause 23**.
- 13.2 The Indemnifying Party's liability under this **clause 13** will be reduced proportionally to the extent that any negligent or unlawful act or omission or wilful misconduct of the other party contributed to the relevant loss, damage, expense or liability.
- 13.3 Neither party will be liable to the other party in any circumstances for any indirect, economic, special or consequential loss or damage, including but not limited to, loss of revenue, loss of production or loss of profit.

## 14 Dispute Resolution

- 14.1 The parties acknowledge that it is their expectation that any Disputes will be settled by the parties in good faith. Subject to **clause 14.5**, before resorting to court proceedings, the parties must comply with the dispute resolution process set out in **clause 14.2**.
- 14.2 Any Dispute between the parties must be referred:

- (a) initially for resolution by a representative nominated by each party, who the parties will procure to endeavour to resolve the dispute within 10 Business Days of the giving of notice of a Dispute by a party; and
  - (b) if the Dispute is not resolved in accordance with **clause 14.2(a)**, within the time specified in that clause, to the Chief Executive Officers of the respective parties who will try to resolve the Dispute within a further 20 Business Days or such other period as may be agreed by those persons.
- 14.3 If the Dispute is not resolved by the parties in accordance with **clause 14.2** within the time specified in that clause, then either party may, in its discretion, initiate court proceedings.
- 14.4 Notwithstanding the existence of a Dispute, each party must continue to perform its obligations under this agreement, subject always to its rights of termination under this agreement.
- 14.5 A party may commence court proceedings relating to any Dispute at any time where that party seeks urgent interlocutory relief.

## 15 Force Majeure

- 15.1 Despite any other provision of this agreement, no party need act if it is impossible to act due to any cause beyond its control (including war, riot, natural disaster, pandemic, labour dispute, or law taking effect after the date of this agreement). The non-performing party agrees to notify the other party as soon as practicable after it determines that it is unable to act.
- 15.2 No party has responsibility or liability for any loss or expense suffered or incurred by the other party as a result of its not acting for so long as the impossibility under **clause 15.1** continues. However, the non-performing party agrees to make reasonable efforts to avoid or remove the cause of non-performance and agrees to continue performance under this agreement promptly when the causes are removed.

## 16 Confidentiality

- 16.1 No Confidential Information may be disclosed by the party receiving the Confidential Information to any person except:
- (a) representatives of the party receiving the Confidential Information who require the information for the purposes of this agreement;
  - (b) with the consent of the party who supplied the information, which consent may be given or withheld in its absolute discretion;
  - (c) if the party receiving the Confidential Information is required to do so by law (including for public accountability purposes) or a stock exchange;
  - (d) if the party receiving the Confidential Information is required to do so in connection with legal proceedings relating to this agreement; or
  - (e) if the party receiving the Confidential Information is a government agency, it may disclose such information on an as required basis to that party's responsible Minister or to a House of Parliament.
- 16.2 Any party disclosing information under **clause 16.1(a) or (b)** must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in **clause 16.1**.
- 16.3 A party who has received Confidential Information from the other party under this agreement must, on the request of the other party, immediately deliver to that party all documents or other materials containing or referring to that information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under **clause 16.1(a) or (b)**.
- 16.4 Except as otherwise agreed or duly required by law or any regulatory authority, no party will disclose the terms of this agreement to any person other than its employees, accountants, auditors, financial advisers or legal advisers on a confidential basis.
- 16.5 This **clause 16** will survive termination (for whatever reason) of this agreement.



## 17 Term and Termination

- 17.1 This agreement commences on the date on which it is signed by the last party and, subject to earlier termination in accordance with this agreement, will continue until the Exhibitor has provided the Evaluation Report ("**Term**").
- 17.2 If either party ("**Defaulting Party**") is in breach of a material term of this agreement, the other of them may serve on the Defaulting Party a written notice specifying the default stating the intention of the other party to exercise its rights under this **clause 17**.
- 17.3 If:
- (a) the default referred to in **clause 17.2** is not capable of remedy;
  - (b) the Defaulting Party fails to remedy such default in a proper manner within 30 days after the notice referred to in **clause 18.3** is received;
  - (c) the Defaulting Party fails within the period of 30 days referred to in **clause 17.3(b)** to provide adequate assurance that the default will be rectified within a reasonable time; or
  - (d) the Defaulting Party gives such adequate assurance referred to in **clause 17.3(c)** but the default is not rectified within such reasonable time,
- then the other party may terminate this agreement.
- 17.4 Either party may terminate this agreement at any time by giving not less than 30 days' notice of termination to the other party, if that other party takes any action or any steps are taken or legal proceedings are started for:
- (a) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by the other party (which approval will not be unreasonably withheld); or
  - (b) the appointment of a controller, administrator, official manager, trustee or similar officer of the other party or any of its revenues and assets.
- 17.5 Termination will be without prejudice to any rights of either party which accrued prior to termination.

## 18 Notices

- 18.1 A notice, approval, consent or other communication that may or must be given under or in connection with this agreement must be:
- (a) in writing;
  - (b) marked in the case of a party to the attention of the person named in respect of that party in **item 11 of schedule 1**; and
  - (c) sent by prepaid ordinary post (or airmail if posted to or from a place outside Australia) to the address of the addressee or sent by e-mail to the e-mail address of the addressee which is specified in **item 11 of schedule 1**, or if the addressee notifies another address or e-mail address, then to that address or e-mail address.
- 18.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 18.3 A letter or email is taken to be received:
- (a) in the case of a posted letter, on the fifth day after it is posted (seventh if posted to or from a country other than the country from which it was sent); and
  - (b) in the case of an email, on receipt of a successful delivery report by the machine from which the e-mail was sent.

## 19 Assignment

Neither party may assign (or subcontract) its rights under this agreement without the prior written consent of the other party.



## 20 Relationship of Parties

Save as expressly provided in this agreement, nothing in this agreement is or will be taken as constituting the relationship of partners or joint venturers between the parties to this agreement or otherwise sharing risks or rewards or constituting any party the agent or representative of another party.

## 21 Costs

21.1 Each party will bear its own costs arising out of:

- (a) the negotiation, preparation and execution of this agreement; and
- (b) except as expressly provided otherwise in this agreement, any transaction contemplated by this agreement.

## 22 Governing law, jurisdiction and service of process

22.1 This agreement and the transactions contemplated by this agreement are governed by the law in force in the jurisdiction as set out in **item 13 of schedule 1**.

22.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the jurisdiction set out in **item 13 of schedule 1** and the courts of appeal from that jurisdiction for determining any dispute concerning this agreement or the transactions contemplated by this agreement. Each party waives any right it has to object to an action being brought in those courts including, but not limited to claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

22.3 Without preventing any other mode of service, any document in an action may be served on any party by being delivered to or left for that party at its address for service of notices under **item 11 of schedule 1**.

## 23 Privacy

If any information provided by one party to the other party under this agreement includes any Personal Information, the receiving party must:

- (a) where the receiving party is specifically bound by privacy laws or data protection laws which regulate the collection, storage, use and disclosure of information, comply with those laws;
- (b) comply with any privacy code or policy which the disclosing party had adopted, provided the disclosing party has notified the receiving party of any such code or policy, other than to the extent it is inconsistent with any privacy code, policy or law which the receiving party is bound by;
- (c) promptly notify the disclosing party of any complaint or investigation under, or relating to, any of the laws, codes or policies referred to in **clauses 23(a) and 23(b)**; and
- (d) co-operate with the disclosing party in the resolution of any such complaint or investigation.

## 24 Miscellaneous

### Exercise of rights

24.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

### Waiver

24.2 A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by both parties.

### Severability

24.3 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in the jurisdiction specified in **item 13 of schedule 1** it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

**Entire Agreement**

24.4 This agreement constitutes the entire agreement of the parties about their subject matter and any previous agreements, understandings and negotiations on that subject matter cease to have any effect.

**Counterparts**

24.5 This agreement may be signed in any number of counterparts. All of such counterparts taken together are deemed to constitute the one instrument.

**Further assurances**

24.6 Each party agrees, at its own expense, on the reasonable request of the other party to do everything reasonably necessary to give effect to this agreement (including the execution of documents) and to use all reasonable endeavours to cause third parties to do likewise.

**Third Party Claims – Provenance**

24.7 The NMA warrants and agrees that:

- (a) it has authority to lend the Exhibition;
- (b) it is not aware of any matter including third party claims which might prevent or impede the return of the Exhibition to the NMA (or delivery to another venue as instructed by the NMA) by the Exhibitor on the Departure Date; and
- (c) it has no reasonable cause to believe that any element of the Exhibition is stolen, illegally exported or illegally imported from its country of origin as defined by the UNESCO *Convention on the Means of Prohibiting and Preventing the Illicit Import, Export and Transfer of Ownership of Cultural Property, 1970*.

**No merger**

24.8 None of the terms of this agreement, or anything done under or by virtue of this agreement or any other agreement, instrument or document, or judgment or order of any Court or judicial proceeding will operate as a merger of any of the rights and remedies of the parties under this agreement and those rights and remedies will at all times continue in force.

**Amendment**

24.9 No amendment or variation of this agreement is valid or binding on a party unless made in writing executed by all parties.

**Compliance**

24.10 The parties undertake to each other to comply with all relevant laws governing this agreement.

## Schedule 1

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### Item 1 – Exhibition

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A touring exhibition:

- developed by the National Museum of Australia
- entitled *Songlines: Tracking the Seven Sisters*; and
- which comprises exhibition objects, mounts, graphic content, furniture elements, crates, multimedia content and immersive displays as detailed in **annexure A** to this agreement.

### Item 2 – Venue

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Address : Museum Centre Vapriikki, Alaverstaanraitti 5, 33100 Tampere, Finland

Exhibition Gallery : Main temporary exhibition hall

Storage Area : Main temporary exhibition hall

### Item 3 – IP Restrictions

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Except as held by a third party all Intellectual Property Rights in the Exhibition remain with the NMA.

The NMA will coordinate all aspects of communication with exhibition artists and relevant organisations including copyright clearance and any other permissions required.

With respect to the visuals, graphics, artworks, multimedia content and exhibition text supplied by the NMA, the Exhibitor may only use such material in the Exhibition unless clearances for promotional, web or other uses have been received from the NMA.

The Exhibitor agrees to take all reasonable steps (contractual and/or technological) to prevent third parties infringing the copyright or moral rights in Exhibition images and audio visual material.

#### **Translation into another language**

The NMA agrees to grant the Exhibitor a non-exclusive licence to translate, publish and distribute multimedia content and text supplied by the NMA into a language other than English for purposes related to the Exhibition. These purposes include for Exhibition display panels or labels, online and print promotion, and public programming or education materials.

All costs associated with translation and production of translated text or content will be borne by the Exhibitor. The Exhibitor shall submit final translated versions to the NMA for approval at least sixty (60) days prior to the start of the Exhibition Period for NMA approval prior to fabrication.

The Exhibitor shall ensure that any translation is faithful and accurate to the original. The Exhibitor shall seek the prior approval of the NMA to make any abridgments or meaningful changes to the original. The Intellectual Property Rights in any translations will vest in the NMA. The NMA agrees to acknowledge the translator as the author of the translation.

#### **Catalogue or Publication**

The NMA's English catalogue is available as Merchandise under **item 8 of schedule 1**. The Exhibitor will notify the NMA if it wishes to translate the English catalogue, or develop an alternative catalogue or publication to accompany the Exhibition as soon as practicable, which may attract further costs including copyright and licencing fees and royalties to the NMA. Further arrangements may be the subject of a separate agreement to be negotiated between the NMA and the Exhibitor.

### Item 4 – Dates (All dates to be agreed by both parties in writing)

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Arrival Date : 2-3 weeks prior to opening

Storage Period (if any) : NA

Commence Installation : 2-3 weeks prior to opening

Commence Deinstallation : One day after closing day

Departure Date : 1-2 weeks after closing the exhibition  
 Exhibition Period : 25 April 2024 – 27 October 2024

#### **Item 5 – Parties responsible for crating, packaging and repacking**

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Crating : NMA  
 Packing : NMA  
 Repacking : NMA and Exhibitor

#### **Item 6 – Hire Fee, Costs and Payment Schedule**

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Hire Fee : \$300,000 (AUD).  
 Third Party Licensing Fee : \$20,000 (AUD) for the Cave Hill exhibition content.

Payment Schedule : The Hire Fee is payable as a 10% deposit on contract signing. The remaining 90% of the hire fee will be due 1 calendar month prior to the exhibition opening date.  
 The Third Party Licensing Fee is payable to the NMA 1 calendar month prior to the exhibition opening date.  
 NMA will advise on Payment Schedule for all other Costs outlined below.

Costs : The NMA will invoice the Exhibitor for the following Costs:

*Freight* : The NMA will coordinate freight of Exhibition objects and other Exhibition components: The NMA will coordinate freight of Exhibition objects and other Exhibition components on behalf of all venues participating in the tour. The NMA will invoice the Exhibitor a flat fee for freight based on a cost share model of the tour. The estimate provided is \$362,000 (AUD)

*Storage* : The Exhibitor will arrange and pay for any off-site storage (and associated transport between the Venue and Storage Area), as required by the Exhibitor.

*Merchandise* : Merchandise selected by the Exhibitor in accordance with **item 8 of schedule 1. 3** November

*NMA staff travel* : The Exhibitor will coordinate and cover the cost of travel as required by **annexure C**. The NMA will invoice the Exhibitor for the appropriate per diem amounts, in accordance with **item 15 of schedule 1**.

*Community travel* : The Exhibitor will coordinate and cover the cost of travel as required by **annexure C**. The NMA will invoice the Exhibitor for the appropriate per diem amounts, in accordance with **item 15 of schedule 1**.

#### **Item 7 – Promotional Material**

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The Exhibitor must seek NMA approval prior to the public release of any Promotional Material. The NMA requires a minimum of five (5) working days to review and approve of Promotional Material proposed for use by the Exhibitor. The NMA requires a further three (3) working days when alterations to images or other material in the Style Guide are requested.

The Exhibitor should ensure that any media-related filming or photography is undertaken under their direction and supervision, and that all reasonable steps are taken to ensure that no unauthorised photography or filming takes place (as per clause 8.2(d)).

#### **Marketing**

The NMA will provide advice on marketing the Exhibition and also approve use of base artwork for printed products such as signage, brochures and advertising material.

The Exhibitor will ensure that promotion of any tourism ventures in relation to Cave Hill is displayed prominently in the marketing and advertising material (in any format) for the Exhibition. Any such marketing and advertising material would be produced and provided by APY.

### **Style Guide**

The NMA will provide a style guide for the use of Promotional Material via electronic file transfer (Style Guide). The Style Guide will include:

- Approved images
- Artwork for a DL size launch invitation
- Artwork for a promotional poster
- Artwork for press ads; and
- Artwork for media releases.

Promotional Material will be provided in a format which can be manipulated by the Exhibitor to insert the Venue address, contact details, relevant logos, as well as dates of the Exhibition.

### **Public Affairs, Education and Programs**

The NMA will provide the Exhibitor with information and suggestions for promotions, educational initiatives, and public programs relating to the Exhibition. The Exhibitor will be responsible for the costs, planning and delivery for all promotions, education initiatives, and any public programs relating to the Exhibition. The Exhibitor shall submit to the NMA its educational initiatives and public programs at least thirty (30) days prior to the commencement of Exhibition Period. The NMA will review the Exhibitor's initiatives and programs including for cultural appropriation and any risks of misinformation or misrepresentation of the Exhibitor's subject matter, and provide feedback and/or approval of the Exhibitor's educational initiatives and public programs within 7 days.

### **Item 8 – Merchandise, catalogue and ticketing**

The NMA agrees to make available to the Exhibitor merchandise and a catalogue associated with the Exhibition. The Exhibitor agrees to use its best endeavours to sell the merchandise and catalogue that it accepts from the NMA.

The NMA will manage any royalty payments to merchandise and catalogue licensees, including community members, prior to providing wholesale rates to the Exhibitor. The Exhibitor is required to pay the wholesale rates to the NMA.

### **Distribution of Merchandise**

The Exhibitor agrees to operate a dedicated shop within or adjacent to the Exhibition Area to sell the merchandise or catalogue or to designate a portion of its main retail shop to the merchandise and catalogue.

The Exhibitor is entitled to sell the merchandise and catalogue through its official website.

Under no circumstances is the Exhibitor to assign any rights to distribute or otherwise sell the merchandise to a third party.

### **Available Merchandise**

The Exhibitor may procure one or more of the following items:

<b>Source</b>	<b>Description</b>	<b>Sale conditions</b>
<b>NMA</b>	Exhibition catalogue (English)	Minimum 30 copies Order 16 weeks prior to Loan Period Freight charges apply
<b>NMA</b>	May include postcards, posters, jigsaw puzzle, silk scarf, amongst other items of merchandise designed and manufactured by the NMA and associated with the Exhibition objects	Minimum order quantities apply on selected items Order 12 weeks prior to Loan Period Freight charges apply

<b>Third Party Merchandise</b>	NMA has engaged third party suppliers to produce merchandise under licence. These ranges will be made available for direct purchase by the Exhibitor from the third party supplier	Sale conditions based on third party supplier terms and conditions
<b>Authentic Indigenous Art Product sourced by NMA</b>	NMA can source original artworks by Aboriginal artists as well as objects related to Exhibition concepts. To ensure products comply with Indigenous Art Code and ethical practice, the NMA recommends that the Exhibitor does not source its own Indigenous products.	Cost of item plus a sourcing fee (TBC) Shipping to be managed by the Exhibitor.
<b>Exhibitor</b>	Exhibitor may design and manufacture new merchandise for the Exhibition. The Exhibitor must obtain NMA approval on the product, including use of logos and artworks, and materials, manufacture, packaging and pricing.  NMA approval is subject to copyright approvals by third party licensors and is not guaranteed. Timeframes on NMA approval may vary.	Exhibitor will pay 15% royalties of RRP to NMA at time of production (not sale). NMA will manage licence fees with copyright holders.

The Exhibitor will provide for NMA review any additional products it is seeking to sell alongside NMA branded products. This includes authentic Indigenous art product sourced by the Exhibitor direct from art centres or other distributors. The NMA can provide advice on the appropriateness of sourced products should the Exhibitor seek it.

#### Delivery and Sale of Merchandise and Catalogue

The Exhibitor will complete a purchase order for the merchandise at least three (3) months prior to the Loan Period. The NMA will manage freight to the Exhibitor and will pass on charges to the Exhibitor. The Exhibitor will pay for the merchandise and freight within 30 days of receipt of the goods.

The Exhibitor will complete a purchase order for the catalogue at least four (4) months prior to the Loan Period. The Organiser will manage freight to the Exhibitor and will pass on charges to the Exhibitor. The Exhibitor will pay for the merchandise and freight within 30 days of receipt of the goods.

The Exhibitor must maintain proper business and accounting records documenting the sale of the merchandise and catalogue and allow the Organiser access to those records if requested.

#### Title and Risk in merchandise and catalogue

Title to the merchandise and catalogue and all risk associated with the sale of the merchandise and catalogue by the Exhibitor will transfer to the Exhibitor upon arrival at a location nominated by the Exhibitor.

The Exhibitor must not:

- alter, modify or otherwise change the Merchandise
- misrepresent who is the owner of the Merchandise prior to sale, or
- in any way assign, charge, lease or otherwise deal with the Merchandise, except for the purposes of, and consistent with, this Agreement.

#### **Intellectual Property in Merchandise**

All intellectual property in the merchandise and catalogue, including but not limited to, copyright, design, trademarks or other intellectual property, remains the property of the NMA or a third party licensee, as the case may be.

#### **Refund for Unsold Merchandise**

The NMA will not provide the Exhibitor with a refund for any merchandise or catalogue purchased from the NMA that are not sold by the Exhibitor.

#### **Ticketing – Entry fees for Exhibition**

The Exhibitor may charge a general entry fee to the Venue that includes entry to the Exhibition.



Details about Exhibition ticketing (if any) by the Exhibitor will be included in the Exhibitor's Final Evaluation Report in accordance with **Annexure H**.

### **Item 9 – Sponsorship**

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#### ***NMA Sponsor(s)***

The Exhibitor must always display the NMA's Principal Partner logo alongside the NMA's logo in any Promotional Material or any other materials created by the Exhibitor in association with the Exhibition. The Exhibitor must not approach any organisation(s) for sponsorship that operate in the same industry as the NMA's Exhibition Sponsors as notified to the Exhibitor. Substitution or replacement of sponsorship and supporter logos on marketing artwork by local sponsors will not be approved by the NMA. Consideration will be given to the suitable addition of local sponsors on marketing artwork, with placement, order and sizing to be mutually agreed by the NMA and the Exhibitor.

#### ***Exhibitor Sponsor(s)***

The Exhibitor may obtain sponsorship and grants to offset any of the costs associated with the Exhibition. A list of potential sponsors is to be approved by the NMA before the Exhibitor commences sponsorship and grant negotiations. Sponsorship packages in relation to the Exhibition must be submitted to the NMA for approval at the sponsorship proposal stage.

The NMA requires a minimum of fifteen (15) working days for review and approval of any sponsorship and grant related materials.

The Exhibitor will provide exhibition access to the NMA for two VIP private, afterhours tours, enabling the NMA to host its Sponsors at the Venue. Any costs associated with the private viewing will covered by the NMA.

### **Item 10 – Acknowledgments**

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The Exhibitor must acknowledge the National Museum of Australia in all print, audio-visual and online publications, promotional material, announcements, advertisements and invitations developed in connection with the Exhibition.

#### ***Exhibition Title and Credits***

The Exhibition must be identified by the following title and credit line:

Title: Songlines

Sub-title: Tracking the Seven Sisters

Credit Line An international touring exhibition produced by the National Museum of Australia with the ongoing support of the traditional Aboriginal custodians and knowledge holders of this story.

The Exhibitor must not change the title of the Exhibition for publicity, installation or any other purpose.

The Exhibitor must work to include the credit line wherever possible on marketing, advertising, promotion and media materials.

In addition to the Credit Line, the Exhibitor must ensure that it includes all acknowledgements and credit lines relating to the Cave Hill film, images and other content as supplied by the Organiser.

#### ***Official Opening and Events***

The Exhibitor may stage an official opening, media launch, event or alternative activity in relation to the opening of the Exhibition at the Exhibitor's premises. The NMA requires notification as to whether an opening event will be conducted not less than 90 days from the Arrival Date. This is required to ensure that stakeholders, including community members and VIPs, can schedule their attendance and any travel required for the opening event.

The Exhibitor will invite at least 6 Indigenous community members, representing the three deserts featured in the Exhibition, to participate in opening events and programs. The NMA will assist the Exhibitor with guidance and contacting the relevant people.

Should the Exhibitor stage an opening event the NMA may nominate a representative to attend and to speak, if speeches are to be included in the event. NMA Principal and Major Sponsors are required to be given opportunity to speak at the opening event. Any costs associated with the NMA's representative(s) attending the opening event will be met by the Exhibitor, noting the NMA may secure a Principal Partner or Major Sponsor whose support will cover this cost.

The Exhibitor shall consult with the NMA, and will act in good faith regarding any reasonable requests from the NMA, in respect of the following matters relating to an opening event:

- (a) nomination of opening speaker
- (b) the form and wording of the invitations
- (c) the guest lists
- (d) the procedures for each event
- (e) the inclusion of the NMA's preferred representative(s) as part of the official opening.

The Exhibitor will provide a venue suitable for the opening event.

The Exhibitor will allow for a minimum of fifty (50) guest invitations to represent the NMA at the opening event. The Exhibitor will in addition provide the NMA with fifty (50) complimentary tickets to the Venue/ Exhibition. The NMA will manage distribution of invitations and tickets for the opening event.

#### **Item 11 – Service of Notices**

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##### ***NMA Contact Officer***

Name : Deborah Hill  
 Position Title : Manager, International and Domestic Engagement  
 Address : National Museum of Australia  
           : Lawson Crescent  
           : Acton, Canberra, ACT 2601  
 Email : [Deborah.Hill@nma.gov.au](mailto:Deborah.Hill@nma.gov.au)  
 Phone : +61 2 6208 5458, +61 408 276 397

##### ***NMA Curator, Indigenous Knowledges Centre***

Name : Margo Neale  
 Position Title : Senior Indigenous Advisor  
 Address : National Museum of Australia  
           : Lawson Crescent  
           : Acton, Canberra, ACT 2601  
 Email : [Margo.Neale@nma.gov.au](mailto:Margo.Neale@nma.gov.au)  
 Phone : +61 2 6208 5370

##### ***NMA Manager, Conservation***

Name : Nicki Smith  
 Address : National Museum of Australia  
           : Lawson Crescent  
           : Acton, Canberra, ACT 2601  
 Email : [nicki.smith@nma.gov.au](mailto:nicki.smith@nma.gov.au)  
 Phone : + 61 2 6208 5253

##### ***Exhibitor Contact Officer***

Name : Marjo Meriluoto  
 Address : Alaverstaanraitti 5, 33100 Tampere, Finland  
 Email : [marjo.meriluoto@tampere.fi](mailto:marjo.meriluoto@tampere.fi)  
 Phone : +358 40 732 3745

#### **Item 12 – Contact times for Contact Officers**

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Contact times : Between 09:00 and 17:00 (local time) Monday to Friday.

### **Item 13 – Governing Law Jurisdiction**

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This Agreement is made in accordance with the law of the Australian Capital Territory and the parties submit to the courts of that jurisdiction.

### **Item 14 – Confidential Information**

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The Exhibitor agrees that no media or member of the public shall be given information concerning the valuation of the objects or of the transportation arrangements.

### **Item 15 – Travel for staff and community**

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The Exhibitor will coordinate and cover the cost of travel for NMA staff and Indigenous community representatives to participate in the installation, opening event, and de-installation, or as required by **annexure C** of this Agreement.

Where NMA staff are unable to attend the Exhibitor's Venue for purposes stipulated by this Agreement, the NMA and Exhibitor will work together to agree on an alternative approach, including adjustments to timing and resources, for the installation, opening event, and de-installation. This may include but is not limited to the engagement of Exhibitor staff, or a third party, to represent the NMA, as mutually agreed in writing at the time. The Exhibitor will facilitate and enable NMA oversight of such activities (as the case may be).

#### ***NMA staff***

The Exhibitor will provide airfares, accommodation and per diem for NMA staff required for the installation and deinstallation of the Exhibition. Economy class airfares are appropriate if total travel time is less than 14 hours, business class travel is required if the duration of travel is over 14 hours. All bookings and travel arrangements made by the Exhibitor are to be confirmed with the NMA.

#### ***NMA Director (or their delegate)***

The Exhibitor will provide business class travel and minimum 4 star accommodation for the NMA's Director (or their delegate) for return travel to the Opening Event.

#### ***Indigenous community representatives***

The Exhibitor will use their best efforts to facilitate and host community members and accommodate requests from the NMA for community representatives to have access to the Exhibition, participate in the opening event and any scheduled programs. At least 6 community representatives will represent the three deserts featured in the Exhibition. Two of these must be custodians from Cave Hill. The NMA will assist the Exhibitor with guidance and contacting the relevant people. The Exhibitor will provide airfares, accommodation, per diem and consultation fees for community members required for the opening events and programs (as agreed with relevant parties) of the Exhibition. Economy class airfares are appropriate if total travel time is less than 14 hours, business class travel is required if the duration of travel is over 14 hours. All bookings and travel arrangements made by the Exhibitor are to be confirmed with the travellers.

If the Exhibitor wishes a traditional dance group from the Anangu Pitjantjatjara Yankunytjatjara (APY) lands to perform, a minimum of 10 dancers/singers will be required to attend plus up to 2 associates to assist with logistics and act as interpreters. The Exhibitor agrees to meet the costs of economy travel, accommodation and per diems associated with any such attendance. Where Cave Hill Custodians are prevented from or choose not to travel to the Opening Event, the Exhibitor will negotiate in good faith an alternative date during the Exhibition Period for the Custodians to be present at the Exhibition and welcome visitors to the Exhibition.

#### ***Per diems for NMA staff and Indigenous community representatives***

The Exhibitor will provide per diems for NMA staff and Indigenous community representatives on arrival in local currency. The agreed daily rate is a minimum of 90€ per person, which includes meal and local travel allowances.

## Annexure A – Specification of Exhibition Objects and other Items

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### Insurance of Exhibition

As per **clause 7.3** the Exhibitor must insure the Exhibition for the amount indicated in the list of valuations against all customary risks of physical loss or damage during the Loan Period. The Exhibitor will be provided with an itemised list of valuations per object/item as soon as practicable.

Item	Insurance value \$AUD
Display objects including Arts Hub objects	\$1,342,594.00
Exhibition furniture: object supports, fittings and hardware	\$14,000
Crates	\$150,000
The Dome Multimedia hardware (5 x screens)	\$796,427 \$50,000
<b>TOTAL</b>	<b>\$2,353,021.00</b>

### Exhibition Content

The NMA will provide Exhibition content at least 8 months before the Exhibition Period begins. The Exhibition content will be provided in English only. Translations required by the Exhibitor are the responsibility of the Exhibitor and must be done in accordance with any IP Restrictions outlined in **item 3 of schedule 1**.

### Objects

The NMA will provide the objects for display as outlined in **attachment A**. The NMA reserves the right to adjust the object listing in keeping with loan agreements with third party lenders to the exhibition, notifying the Exhibitor on any changes as soon as practicable.

### Multimedia content

The NMA will provide all digital files for the Exhibition multimedia components. The Exhibitor will provide all multimedia hardware listed (or equivalent equipment, approved by the NMA) as required in **attachment B**. The Exhibitor is responsible for the placement of power. The Exhibitor is responsible for the integration of the multimedia content into any existing media management network or system at the Venue.

### Dome

The Exhibitor acknowledges the 'Dome' multimedia component (listed in **attachment B**) requires a minimum clear floor area of 10m<sup>2</sup>, with a surrounding clearance of 6.5m. It also requires three-phase five-pin power outlets and a local high-speed internet connection with remote access. The 'Dome' is the central component of the Exhibition and must be displayed in the Exhibition Area (preferably) or a nearby location at the Venue (as agreed between the NMA and the Exhibitor).

### Crates

Crates must be stored and moved in the conditions specified in **annexure B**. The NMA will provide the final list of crates and contents as **attachment C**.

### Furniture

The Exhibitor will provide and cover the costs of all exhibition furniture including showcases, plinths, bollards housing for interactive displays and temporary walls as outlined in the Exhibition design documentation developed by the Exhibitor and approved by the NMA.

### Graphics and Exhibition layout

The NMA will provide a digital 2D graphics package (including text, theme panels and object labels) and digital assets for 3D elements to enable the Exhibitor to develop their exhibition layout. This process must be undertaken in consultation with NMA Curator, Margo Neale. The Exhibitor is responsible for the final production and fabrication of all graphics, including promotional materials and directional signage for the Exhibition.

***Lighting***

The Exhibitor is responsible for all showcase, ceiling, track and other exhibition lighting.

## **Annexure B – Exhibition Environment and Services to be provided by the Exhibitor**

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### **Pre-installation Works**

The Exhibitor will have the Exhibition Gallery clear and clean in preparation for the Exhibition Period. The Exhibitor will ensure any pre-installation works to the Exhibition Gallery are completed in accordance with the following:

- Any painting of main wall surfaces and plinths will be completed a minimum of seven (7) days prior to install.
- Any painting of showcases using low VOC paints will be completed a minimum of four (4) weeks prior to install.
- All other construction, painting and assembly of walls and surrounding areas will be completed a minimum of two (2) days before the delivery of the objects into the Exhibition Gallery.

### **Exhibition and Storage Environment**

The Exhibitor will, for the purpose of safeguarding the condition of the objects, adhere to the following environmental conditions for display and storage of the Exhibition including any objects not selected for display:

- the vicinity temperature at between 15 and 25 degrees Celsius with a maximum 4 degree Celsius fluctuation within a 24 hour period, within the total range
- stable relative humidity with a set point between 40-60% with a maximum 5% variation over a 24 hour period, within the total range
- light levels as agreed within a range between 50 and 150 lux (varies with the media); and
- all lights must be filtered to remove light in the ultra violet (UV) range.

The Exhibitor will undertake weekly collection check, including condition and security measures, and a monthly check for pests on identified high risk objects (a list of which will be provided by the Organiser). The reports from these checks will be provided by the Exhibitor to the Organiser.

### **Reporting on Facility Conditions**

- The Exhibitor will provide a facility report detailing the environmental conditions in the gallery or other space to be used to display and store the objects and crates during the Exhibition. If the Exhibitor is unable to meet conditions, the NMA will provide advice on strategies to ensure a safe display environment for the Exhibition, such as screening windows or light sources, or requesting the Exhibitor use humidifiers or de-humidifiers in the Exhibition Gallery.
- The Exhibitor is responsible for monitoring the environmental conditions. If environmental conditions during any display and/or storage of the Exhibition objects vary from the specified environmental conditions, the Exhibitor must notify the NMA as soon as practicable.
- The Exhibitor will provide weekly reporting of environmental conditions for the first two weeks after the Exhibition opening. If conditions meet the above parameters during weekly reporting the NMA may, in its discretion, decide that less frequent reporting (or no reporting) is required.
- A final report on the environmental conditions for the duration of the Exhibition is to be prepared by the Exhibitor and submitted by to the NMA on Exhibition closure.
- Any periods of time where the environmental conditions are outside of the above parameters should be reported to the NMA as soon as practicable within 48 hours of occurrence.
- The NMA reserves the right to remove delicate objects from the Exhibition or close the Exhibition early if the objects are at risk of permanent damage. Where possible, the NMA will notify the Exhibitor of any changes to the object list prior to the Exhibition Opening.

### **Movement and Storage of Crates**

- The NMA will coordinate all arrangements for freight of object crates and any other Exhibition components to the Venue (at the cost of the Exhibitor). When travelling by ground transport, exhibition object crates are to be transported in a climate-controlled, air-ride, rigid pantec vehicle.
- The crate list will be provided with the final object list no later than 8 months prior to the commencement of the Loan Period.
- The Exhibitor must provide a clear space to store and unload object crates.
- The Exhibitor must provide the Organiser with a crate logistics plan for the movement of crates upon arrival, during installation and deinstallation and loading for departure, at the Exhibitors venues.
- Exhibition crates and pallets must be stored at the Venue or in a Storage Area with appropriate environmental conditions and that is secure, clean, dry, dust free and vermin proof. The storage area must have a high level of security, with limited access by personnel and regular monitoring of environmental conditions.



- Empty object crates must be stored in a vermin-free, climate controlled environment similar to that of the Exhibition Gallery, or the crates must be delivered to a space with a climate controlled environment similar to that of the Exhibition Gallery two full days before the Deinstallation Date to allow for acclimatisation.
- Once crates have been delivered to the allocated storage area, crates are not to be moved without NMA staff present, unless a request is made to the NMA Contact Officer and approval has been granted in writing by the NMA.
- In cases of inclement weather the Exhibitor should ensure that the Exhibition is loaded/unloaded via a sheltered dock where possible. If this is not feasible, crates and any other Exhibition items should be covered to protect against rain and moisture.

### **Security**

- The Exhibitor will ensure that security personnel are constantly patrolling the Exhibition Gallery during opening hours or any other time the Exhibition is open to the public.
- The Exhibitor will provide constant CCTV and electronic monitoring of the Exhibition Gallery and any storage areas.
- The Exhibitor will provide alarms and bollards for specifically identified objects.
- While the Exhibition is closed to the public, the Exhibitor will ensure that the perimeter of the Venue is patrolled periodically, that all external doors and accessible windows are locked and fitted with alarms and that the Exhibition Gallery is covered by electronic or CCTV surveillance devices. The alarm systems will be monitored continuously at the Exhibitor's security control centre.
- The Exhibitor is to provide a secure loading dock for the unload / load of all Exhibition material.
- No food or drinks are permitted in the Exhibition Gallery or unloading area at any time, including during installation and deinstallation.
- Costs relating to all security requirements are to be borne by the Exhibitor.
- Photography of the Exhibition by visitors is permitted as long as flashes, support sticks and tripods are not used.

## Annexure C – Installation and Deinstallation Requirements

### Availability of NMA staff

The Installation and Deinstallation Requirements outlined below are provided on the basis that NMA staff are not subject to travel restrictions and will be able to travel to the Venue on either side of the Exhibition Period. If NMA staff are unable to attend in person, the NMA will support and supervise the Exhibitor's installation and deinstallation through remote or partially remote support, to be negotiated and planned closer to the Exhibition Period.

### Work Health and Safety Compliance

The NMA and the Exhibitor will collaboratively develop required Work Health and Safety documentation to manage the safe installation and deinstallation of the Exhibition.

### Equipment

The Exhibitor will make available the following equipment for the purposes of installation and deinstallation of the Exhibition:

- 2 x pallet jacks
- Several dollies and trolleys suitable for moving collection items and furniture
- 2 x scissor lifts
- 2 x platform ladders
- 6-8 padded trestle tables of even height
- Basic tool kits including cordless drills, Allen keys, screw drivers, ratchet set and extension cords.

For a complete listing of equipment required for the deinstallation and installation period, please refer to the Online Touring Manual.

### Installation Requirements

The parties agree to perform the Exhibition Installation in accordance with the below schedule:

Item	Human resourcing	Time required	Hardware required
Core exhibition installation	<p><u>NMA staff:</u> 1 x curator 1 x project manager (to lead installation schedule) 1-2 x collections staff</p> <p><u>Exhibitor staff</u> 1 x curator 1 x project manager 4 x install team 2 x conservation</p>	10 working days	<p>All collection items and loans will have appropriate armatures, latches and hanging mechanisms in place.</p> <p>Exhibitor will be required to supply plinths for some sculptural works.</p> <p>Some showcases will be required for collection items.</p> <p>Exhibitor to be responsible for all gallery preparation.</p>
The Dome	<p><u>NMA staff:</u> 1 x multimedia technician</p> <p><u>Exhibitor staff:</u> 3 x staff note - these staff could be AV technician contractors</p>	<p>4 working days</p> <p>This work should be scheduled alongside the exhibition install or prior to the exhibition install, as may be agreed to by the Exhibitor and Organiser.</p>	Seating for visitors within the Dome. (Number to be advised).

Other AV	<u>Host venue to negotiate in-house or contract AV technician/s</u>	Recommend including in install	Refer to multimedia documentation provided in the Online touring manual
Opening Event (if any)	<u>NMA staff:</u> 1 x Director (or delegate) 1 x Curator (from installation team) 1 x other staff  <u>Organiser to invite at the Exhibitor's organisation and expense:</u>  Community members on case-by-case basis, this will be at least 6 community members, two of which must be Cave Hill Custodians to attend and participate in the Opening Event.		

In addition to the above the Exhibitor will provide:

- Appropriate amount of staff for unload of the Exhibition; and
- AV staff for other exhibition multimedia install who may seek assistance from (time permitting) the technician travelling from the NMA with the Dome – refer to Attachment B.

### Deinstallation Requirements

The parties agree to perform the Exhibition Deinstallation in accordance with the below schedule:

Item	Human resourcing	Time required	Hardware required
Core exhibition deinstallation	<u>NMA staff:</u> 1 x project/installation coordinator 2-3 collections staff 1 x multimedia  <u>Exhibitor staff</u> 1 x project manager 4 x install team 2 x conservation	5 working days	
The Dome	<u>NMA staff:</u> 1 x multimedia technician	3 working days This work should be scheduled alongside the exhibition deinstall	

	<u>Exhibitor staff:</u> 3 x staff note - these staff could be AV technician contractors		
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**Annexure D – Condition Report Form**

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The NMA's Condition Report Form is below. Specific reports for Exhibition components will be provided at the time of delivery of the Exhibition to the Venue and be subject to the conditions of **clause 4.9**.

**Object Name:**

**Object Number:**

Venue:	
<b>Arrival</b>	
Condition Unchanged:	<input type="checkbox"/>
Any Change:	<input type="checkbox"/>
Description of Change: .....	
.....	
.....	
.....	
NMA Examiner (Print Name):	Date:
Exhibitor's Representative (Print Name):	Date:
<b>Departure</b>	
Condition Unchanged:	<input type="checkbox"/>
Any Change:	<input type="checkbox"/>
Description of Change: .....	
.....	
.....	
.....	
NMA Examiner (Print Name):	Date:
Exhibitor's Representative (Print Name):	Date:

## Annexure E – Maintenance and Repair

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### General Maintenance

The Exhibitor accepts responsibility for maintaining the Exhibition for the Loan Period. Objects on open display should not be touched. The Exhibitor's conservation staff must monitor for cleanliness and insect activity. Any concerns must be raised with the NMA as a priority and treatment options developed by both parties as necessary.

Any further advice will be provided in the Online Touring Manual.

### Reporting Faults, Damage or Loss

The Exhibitor must report immediately to the NMA Contact Officer and NMA Manager, Conservation in writing any faults, damage or loss to any Exhibition object or other display item during the Loan Period. This includes any faults, damage or loss identified during unpacking and packing Exhibition objects.

In the first instance, emergency or otherwise, contact should be made with the Organiser:

**Deborah Hill, Manager, International and Domestic Engagement**  
Ph: + 61 2 6208 5458 or + 61 408 276 397  
Email: [Deborah.Hill@nma.gov.au](mailto:Deborah.Hill@nma.gov.au)

**Nicki Smith, Manager, Conservation**  
Ph + 61 2 6208 5253  
Email: [Nicki.Smith@nma.gov.au](mailto:Nicki.Smith@nma.gov.au)

The Exhibitor will enclose photographs documenting any such changes to the Exhibition objects at the time of discovery as appropriate.

The Exhibitor must not undertake any treatment or repair of Exhibition objects unless approval has been granted in writing by the NMA Manager, Conservation. This includes movement of any Exhibition objects or other items while on display.

### Exhibition Incident Form

The NMA's Incident Report Form is below. Please include all relevant details when reporting faults, damage or loss to the Exhibition. A copy of this report document can also be found in the Online Touring Manual.

<b>Date/Time of incident:</b>	
<b>Exhibition Title:</b>	
<b>Venue/Location of incident:</b>	
<b>Incident description:</b> <b>Images Attached Yes/No</b>  (please give as much detail as possible, using a separate page if necessary)	
<b>Describe any action taken:</b>	
<b>Reported by:</b>	
<b>Contact details:</b>	
<b>Date/Time Reported to NMA:</b>	





## Annexure F – Visitation and Evaluation

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### Estimated Visitation

The Exhibitor is responsible for providing to the NMA details of estimated visitation upon signing of this agreement.

### Visitation during Exhibition Period

The Exhibitor is responsible for providing to the NMA monthly reports on visitation for the Exhibition during the Exhibition Period. Monthly visitation reports are required within seven (7) days of the end of each calendar month and overall visitation to the Exhibition within seven (7) days of the Exhibition closing.

This information is essential for the NMA's reporting requirements to government. Contact details for provision of monthly figures should be supplied to [touring@nma.gov.au](mailto:touring@nma.gov.au).

### Evaluation Report at end of Exhibition Period

The Exhibitor is responsible for providing to the NMA a final Evaluation Report within thirty (30) days of the Exhibition closing at the Venue using the following template:



Closure Report  
Template.docx

A copy of this template can also be found in the Online Touring Manual.

<https://www.nma.gov.au/exhibitions/exhibitions-on-tour/songlines>

Login: songlines

Password: SevenSistersDec2019

The Evaluation Report should include the following details:

- If ticketed, number of visitors by ticket type – adult, concession, child, family, complimentary, group etc.
- If possible, visitor demographic profile such as age, gender, family visits, residence of visitors, first-time visit, etc.
- Qualitative visitor feedback such as satisfaction, likelihood to recommend, visitor comments or any other type of visitor feedback received.
- Special events conducted in conjunction with the Exhibition.
- Public programs conducted in conjunction with the Exhibition.
- The Exhibitor's feedback on the Organiser's performance in delivering the Exhibition.
- Details of any marketing campaigns conducted in relation to the Exhibition, including examples of creative and social media posts.
- Details of all media interviews and coverage of the Exhibition, and a summary of this material where possible.
- Final design layouts of the Exhibition.
- High quality installation shots of the Exhibition.
- Overall comments related to the delivery of the Exhibition.