

REPORT OF THE DIRECTOR OF DELIVERY & DISCOVERY

SUBJECT: DRAFT SERVICE LEVEL AGREEMENT (SLA) – ORIEL Y PARC

Purpose of Report

To provide an opportunity for Members to review and comment on the draft Service Level Agreement between Amgueddfa Cymru / National Museum Wales and the Pembrokeshire Coast National Park Authority.

Introduction/Background

Oriel y Parc is a flagship visitor attraction and high class gallery which is situated in St. David's. The facility opened in 2008 and attracts approximately 120,000 visitors each year with roughly 25% visiting the main gallery.

The facility operates as a partnership between Amgueddfa Cymru / National Museum Wales and the Park Authority and this arrangement is governed by a Service Level Agreement (SLA). The SLA is subject to regular review and a draft version of the document is attached for the consideration of Members.

Comparisons

Amgueddfa Cymru / National Museum Wales work in partnership with a number of agencies to promote access to artefacts from the National Museum and National Gallery. It is worth noting that the current arrangement with PCNPA involves Amgueddfa Cymru / National Museum Wales providing their services 'in kind'. In contrast, the partnership arrangements that exist between the National Museum and other third parties (such as Wrexham County Borough Council or Cardiff City Council) operate as a more formal contract where the Authorities involved pay for the services provided by Amgueddfa Cymru / National Museum Wales.

Financial considerations

The SLA reflects the present operations and is, therefore, deliverable within the existing budget allocation for Oriel y Parc.

Risk considerations

It is important that the standard of exhibitions at Oriel y Parc remains very high and the SLA will continue to ensure and enhance the quality of the exhibition programme.

Compliance

The services at Oriel y Parc, in combination with the gallery exhibitions, assist the Park Authority in achieving the following corporate outcomes:

- Outcome 2 - Residents and visitors enjoy and appreciate the National Park
- Outcome 5 - A thriving local economy exists based on the sustainable use of the National Park
- Outcome 6 - Residents and visitors from a wide range of backgrounds access opportunities for improved understanding about the National Park.

- Outcome 7 - Residents and visitors recognise the distinct Pembrokeshire cultures within the National Park

Human Rights/Equality impact issues

None

Biodiversity implications/Sustainability appraisal

None

Welsh Language statement

The proposal complies with the Authority's Welsh Language Scheme.

Conclusion

The partnership arrangement with Amgueddfa Cymru / National Museum Wales is vital to the present operations at Oriel y Parc. Members are therefore requested to review the draft Service Level Agreement (SLA) prior to the final version being agreed at a future National Park Authority (NPA) meeting.

Recommendation

None.

Background Documents

- Centres Review – National Park Authority Meeting 22nd June 2011
- OyP performance report – Recreation & Tourism Review Committee 14th December, 2011

(For further information, please contact James Parkin)

Author: James Parkin – Director of Delivery & Discovery

Consultees: None

Subject to Contract

DATED

DRAFT 5 – July 2012

- (1) AMGUEDDFA CYMRU/ NATIONAL MUSEUM OF WALES**
- (2) PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY**

**AGREEMENT
RELATING TO THE OPERATION OF ORIEL Y PARC, ST DAVIDS**

**Geldards LLP
Cardiff
(GH/79149.26)**

THIS AGREEMENT is made the **11th day of December 2007**

Comment [j1]: To be updated when final document is agreed and signed by PCNPA & NMW

BETWEEN

- (1) **PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY** of Llanion Park, Pembroke Dock, Pembrokeshire, SA72 6DY (the "PCNPA")
- (2) **AMGUEDDFA CYMRU/ NATIONAL MUSEUM OF WALES** (registration number KC000369) of Cathays Park, Cardiff, CF10 3NP (the "Museum"); and

WHEREAS

- (A) The PCNPA and the Museum have agreed to collaborate in relation to the operation of a community and visitor facility in St David's, Pembrokeshire, which will provide galleries, education and activity spaces, visitor centre services and a café ("Oriol y Parc").
- (B) Oriol y Parc will be used by the PCNPA and the Museum to, amongst other things, present exhibitions and activities interpreting the landscape of Pembrokeshire. In using Oriol y Parc as envisaged in this Agreement, the PCNPA and the Museum will aim to meet the Main Purposes.
- (C) This Agreement, which replaces the original agreement signed on the 11th December 2007, sets out the terms and conditions on which the strategic planning, operational management and financial responsibilities relating to the use of Oriol y Parc as agreed are to be shared by PCNPA and the Museum.

IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Agreement, the recitals and the schedules the following words and expressions shall have the following meanings unless the context requires otherwise:

"Oriol y Parc Manager"	the person appointed by the PCNPA in accordance with the provisions of clause 14;
"Commencement Date"	11th December 2007
"NMW Curatorial Team"	the team of staff at NMW responsible for co-ordinating the vision, transportation, installation and interpretation of exhibitions at Oriol y Parc
"PCNPA Discovery Team"	the team of staff at PCNPA responsible for creating tailored educational experiences, particularly for local school

Comment [j2]: To be updated when final document is agreed and signed by PCNPA & NMW

children, in order to maximise their enjoyment of exhibitions at Oriol y Parc in line with NP purposes.

“Exhibition Programme”

the programme of exhibitions (together with related educational activities) taking place at Oriol y Parc, as may be approved and/or amended by the Oriol y Parc Steering Group from time to time during the Term;

“Intellectual Property Rights”

collectively any and all intellectual property rights including rights in or to registered designs, trade marks (in each case whether registered or unregistered), applications for any of the foregoing and the right to apply therefor in any part of the world; copyrights, rights in the nature of copyrights, moral rights, design rights, database rights, trade names, business names, logos, get-up; trade secrets, confidential information, know-how; any similar or equivalent rights arising or subsisting anywhere in the world;

“IPR”

all and any Intellectual Property Rights developed or created by a party and used in relation to the Exhibition Programme (including but not limited to any Intellectual Property Rights in or to any interpretation materials);

“Loan Agreements”

agreements for the loan of exhibits by the Museum to the PCNPA for the purposes of the Exhibition Programme in the form set out in Schedule 2 (as may be amended by the Museum from time to time subject to the provisions relating to arbitration contained within this agreement applying to any purported unilateral change sought by the Museum)

“Main Purposes”

the purposes set out in Schedule 1 Part A;

“Oriol y Parc Steering Group”

the group described in clause 2.1;

“Marketing Plan”

the marketing plan referred to at clause 7.1;

“National Park Purposes”	the purposes set out in Schedule 1 Part B;
“Term”	the period during which this Agreement is in force in accordance with the provisions of clause 15;
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales;
“Year”	the period of twelve (12) consecutive months commencing on the Commencement Date and each subsequent period of twelve (12) consecutive months during the Term;

- 1.2 words and expressions (including words and expressions defined in clause 1.1) in the singular shall include the plural and vice versa; references to a “party” or the “parties” shall mean the PCNPA and/or the Museum as the context shall require; words importing any gender shall include every gender; references to a person shall include bodies corporate, unincorporated associations, partnerships, trusts, individuals and any combinations of any one or more of the foregoing;
- 1.3 headings are for convenience only and shall not affect the construction or interpretation of this Agreement; references to recitals, clauses and Schedules are to recitals and clauses of, and the Schedules to, this Agreement; and references to sub-clauses are to sub-clauses of the clause in which the reference appears;
- 1.4 the recitals and the Schedules shall form part of this Agreement as if set out in the body of this Agreement and references to this Agreement shall include the recitals and the Schedules;
- 1.5 the words “include” or “including” shall be construed and interpreted without limitation;
- 1.6 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and
- 1.7 references to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced such statute or statutory provision and shall include any subordinate legislation made under the relevant statute.

2 Strategic Management

- 2.1 The strategic management of Oriel y Parc shall be the responsibility of the PCNPA and will be delivered operationally by the Oriel y Parc Steering Group

supported by the Oriel y Parc Manager, the NMW Curatorial Team and the relevant Senior Officers from both the PCNPA and NMW.

- 2.2 The Oriel y Parc Steering Group will confirm the Exhibition Programme and will review key aspects of the business plan, forward programme document and annual accounts to the PCNPA. Performance of Oriel y Parc business will be reported to the National Park Authority (NPA) and National Museum Board of Trustees on a regular basis.
- 2.3 The Oriel y Parc Steering Group will agree all necessary documentation required in relation to the Exhibition Programme for the main gallery (Gallery 1) including all relevant Loan Agreements.
- 2.4 The Oriel y Parc Steering Group will consult with a local stakeholders group at least once a year to consider future proposed events and exhibitions forming part of the Exhibition Programme and other relevant policy issues. The local stakeholders group should comprise representatives of groups and organisations considered by the Oriel y Parc Steering Group to possess relevant interest in the development and programme of Oriel y Parc. The selection of such representatives shall be entirely at the discretion of the Oriel y Parc Steering Group and may include, but shall not be limited to, representatives of the following groups and organisations: Friends of Oriel y Parc, St David's City Council, St. David's Peninsula Tourist Association and Pembrokeshire County Council Arts and Culture Team. The costs associated with such consultation with the local stakeholders group shall be deemed to be operational costs of Oriel y Parc.

Comment [t3]: Technically correct although it is reported directly to the T+R Review committee

3 Management and Operations

- 3.1 Operational management of all aspects of Oriel y Parc will be the responsibility of the Oriel y Parc Manager who is employed by the PCNPA. All aspects of the day to day operations of Oriel y Parc will be governed by the PCNPA's policies, conditions and standards. It will be the responsibility of the Oriel y Parc Manager to ensure that these policies, conditions and standards are properly implemented to ensure compliance with health and safety and disability requirements and any other legislation. The Oriel y Parc Manager will be responsible for the overall level of customer service through staff training, uniforms and appearance, facilities, cleanliness, merchandise, building security and maintenance. The PCNPA shall ensure that the Oriel y Parc Manager fulfils all of his/her responsibilities and meets all of his/her obligations as set out in this Agreement.
- 3.2 The Oriel y Parc Manager and NMW Curatorial Team will work together closely where the policies, conditions and standards referred to in clause 3.1 impact on display and educational services delivered by the Museum. This shall include management of those persons based at Oriel y Parc who are directly involved in the Exhibition Programme and liaison with partners and stakeholders of Oriel y Parc from time to time during the Term.
- 3.3 The Museum and PCNPA will jointly agree the themes for exhibition programmes, with the NMW Curatorial Team coordinating the development of the strategic

content for each programme in collaboration with relevant staff from both organisations. The NMW Curatorial Team will be responsible for researching, sourcing, presenting and interpreting exhibitions within the Exhibition Programme. Both the PCNPA and the Museum will support from their own resources background preparation of interpretation materials for use as part of the events comprised within the Exhibition Programme. The NMW Curatorial Team will provide training for Oriol y Parc and all other relevant PCNPA staff (e.g. Discovery Team) to ensure that all staff have a basic understanding of each exhibition within the Exhibition Programme. It is proposed that two exhibitions (together with related activities) are displayed each year.

- 3.4 The Oriol y Parc Manager and NMW Curatorial Team will collaborate on identifying and securing funding to support the main Exhibition Programme through a regular 'Artist in Residence' (AIR) programme. The NMW Curatorial Team will take a lead on identifying specific funding sources and providing general advice for each of the AIR exhibitions with PCNPA staff then being responsible for submitting any funding bids. The selection of artists will be determined by the Oriol y Parc Manager using the existing terms and conditions for AIR exhibitions (see Schedule 3).
- 3.5 The AIR exhibitions should be linked to National Park Purposes, be suitable for providing an education programme for all ages and be capable of attracting a wide audience. The PCNPA Discovery Team will take a lead in working closely with the Oriol y Parc Manager and the NMW Curatorial Team to create an annual programme of educational events relating to the Exhibition Programme which integrates with the full PCNPA Education Programme.

4 Building Maintenance

- 4.1 The PCNPA is responsible for ensuring all aspects of maintenance in the building and grounds including fixed specialist security and environmental control systems within the exhibition area. Such systems will be regularly monitored and maintained through consultation with relevant Museum staff.
- 4.2 The Museum will undertake specialist maintenance of exhibits, display content, cabinets and specialist lighting associated with individual exhibitions or temporary programmes.
- 4.3 The PCNPA will advise the Museum of any occasions where the agreed environmental and/or security conditions are breached or are likely to be breached due to works within Oriol y Parc or for any other reason. In such circumstances the Museum reserves the right to withdraw any of its collections which are on loan at that time immediately on giving notice to the PCNPA. Such withdrawal shall be in accordance with the relevant Loan Agreements and the PCNPA hereby grants the Museum an irrevocable licence to enter Oriol y Parc or any other premises where collections or works of the Museum are stored in order to recover them.

Comment [J4]: This arrangement with NMW is essential as it forms part of our insurance policy for items loaned to OyP by NMW.

5 Insurance

- 5.1 The PCNPA is responsible for ensuring adequate insurance cover for Oriely Parc including, but not limited to, building, public and employer's liability insurance, contents cover (excluding those covered in clause 5.2), and stock insurance. PCNPA is responsible for ensuring that Oriely Parc physically meets the security conditions specified by the Museum's Security Co-ordinator and the National Security Adviser at Arts Council England before insurance or indemnity can be agreed. The Museum reserves the right to withdraw loans should any of the normal loan conditions fail to be met. These will be set out in accordance with the Museum's standard Loan Agreement document. The Loan Agreements stand on their own terms. Loans from the Museum's collections are made on an object by object basis and are subject to terms and conditions as detailed in the relevant Loan Agreement.
- 5.2 PCNPA is responsible for arranging insurance cover, as specified in the Loan Agreement. PCNPA will procure that the Museum's interest in the objects is noted on the insurance policy covering them and will provide the Museum with a copy of the same as soon as is reasonably practicable after the commencement of the Loan Agreement and in any event before the objects are due to be delivered to or collected from the Museum's premises.
- 5.3 Where exhibitions involve objects that are not part of the Museum's collection PCNPA is responsible for ensuring it can meet any terms and conditions stipulated by the owner of said items, including providing adequate insurance or indemnity cover. Whilst the Museum has no liability in respect of any agreement made between PCNPA and a third party, NMW will support PCNPA throughout this process by providing the information required to obtain either insurance or indemnity cover.

6 Financial Management

- 6.1 The PCNPA will ensure appropriate management of finances within its accounts and ensure payment of all authorised invoices for supplies, rates, utilities and VAT relating to Oriely Parc. The financial operation of Oriely Parc shall be governed by the Financial Standards and Procedures of the PCNPA. The PCNPA will provide relevant and current financial management information and visitor statistics to the Museum on request.
- 6.2 The PCNPA hereby undertakes during the Term:
- (a) to fund the Oriely Parc Manager and Site Warden;
 - (b) to fund building maintenance and service costs associated with Oriely Parc; and
- 6.3 The Museum hereby undertakes to fund the services provided by NMW Curatorial Team to the Oriely Parc Gallery and Visitor Centre.
- 6.4 The Museum shall be solely responsible for, and will meet any costs agreed with the PCNPA relating to, the setting up and dismantling of its contributions to the Exhibition Programme and any monitoring by the Museum of such setting up/ dismantling. For the avoidance of doubt the Museum shall not be responsible for

any operating costs of Oriel y Parc or any costs other than those specified in this clause 6.4.

- 6.5 The Oriel y Parc Steering Group will review the fundraising strategy for Oriel y Parc at least once every year.
- 6.6 PCNPA and the Museum will provide relevant publicly available information relating to this Agreement and/or to Oriel y Parc to each other on reasonable request.

7 Marketing

- 7.1 The Oriel y Parc Gallery will be jointly branded and marketed by the Museum as 'Oriel y Parc Gallery & Visitor Centre' (ideally with specific reference being made to its location in St. David's).

Comment [CS5]: It has been suggested 'Oriel y Parc – Home of AC-NMW in Pembrokeshire' or 'National Landscape Gallery'.

- 7.2 A detailed joint annual¹ Marketing Plan will be prepared by PCNPA & NMW for Oriel y Parc with provision for the complete marketing and PR 'mix', including traditional and online marketing.
- 7.3 The annual Marketing Plan will be 'signed off' by the OyP Steering Group no later than the end of February each year to ensure consistency of approach, objectives and messages.
- 7.4 Both parties will undertake to promote Oriel y Parc through their own PR 'channels'. The Museum will focus primarily on specialist arts and culture media as well as UK and Welsh national media. The Authority will focus primarily on conservation, landscape and outdoors specialist media as well as local Pembrokeshire media promotion.
- 7.5 Where either party produces marketing materials which use the other party's name or branding that party will submit such materials to the other party for prior written approval before commencing use of such materials.
- 7.6 Prior to a new exhibition being displayed at Oriel y Parc, the Museum will supply the Authority with all relevant marketing material in electronic format at least one month in advance of the exhibition launch. Relevant material to include briefing/background notes on the exhibition, its themes and artists; a selection of suitable images; and a quote from the Curator/Museum representative referencing the exhibition for use in PR material.
- 7.7 Marketing update meetings to be held between relevant Museum and Authority marketing staff no less than every six months.

Comment [t6]: Good.

8 Customer Care

- 8.1 All staff employed at Oriel y Parc must maintain 'Croeso Cynnes' standards (or any subsequent replacement) with visitor staff training to be provided by PCNPA.

Formatted: Font: (Default) Arial

¹ 'Annual' for this purpose to be based on a financial year.

- 8.2 PCNPA will use best endeavours to obtain quality certification, such as Visit Wales VAQUAS, to confirm customer service levels and support funding bids.
- 8.3 The PCNPA shall be fully responsible for the health and safety of all customers, and any staff of the Museum (including the NMW Curatorial Staff) whilst such persons are on Oriel y Parc premises.
- 8.4 The Oriel y Parc Steering Group will agree a customer survey schedule to be implemented by the Oriel y Parc Manager.

9 Oriel y Parc Business

- 9.1 The PCNPA shall be responsible for all aspects of Oriel y Parc operation including staffing, training, interpretation and visitor management but will ensure that these do not conflict with the overall aims of the collaboration. Oriel y Parc is required to meet Visit Wales TIC minimum standards and All Parks Visitor Centres minimum standards.

10 Retail

- 10.1 A merchandising policy will be prepared and implemented jointly by the parties to complement the Exhibition Programme. The PCNPA will source and fund procurement and underwrite the standard visitor centre merchandise. The Museum will suggest sources for exhibition related time sensitive merchandise and consider income from such items a component of Oriel y Parc's retail income.
- 10.2 The PCNPA shall be responsible for ensuring that all merchandise complies with the relevant product standards and laws.

11 Copyright and other IPR

- 11.1 The Museum is responsible for ensuring all copyright implications are identified and any restrictions are notified to the Oriel y Parc Manager and NMW Curatorial Team for exhibitions displaying interpretation materials before interpretation material and associated merchandise are prepared.
- 11.2 When interpretation materials are originated for exhibitions, these should be to an agreed 'house style' to enable re-use in future exhibitions in Oriel y Parc or other PCNPA locations. The 'house style' should not be such as to prevent material being used by the Museum and partners in other exhibitions. Such use and/or re-use shall be subject to any restrictions notified by the Museum to the PCNPA in accordance with clause 11.1 and use of either party's IPR shall require the prior written permission of the party which owns the IPR and, at that party's request, prior written approval of materials containing that party's IPR.
- 11.3 Each of the parties shall retain the ownership of its IPR provided that, subject to the provisions of clause 11.1 and 11.2, each party hereby grants the other party an irrevocable licence to use such IPR.

11.4 Where any Intellectual Property Rights are developed jointly by the parties in relation to the Exhibition Programme, such rights shall be jointly owned by the parties and, subject to the provisions of this clause 11, each of the parties hereby grants to the other party an irrevocable licence of its rights in such jointly-owned Intellectual Property Rights.

12 Duration of Agreement

12.1 This Agreement shall be deemed to have commenced on the Commencement Date and, subject to the provisions of this clause 15, shall continue in force for an initial period of five years (the "Initial Term") with a full review after 2 years (in 2014). Thereafter the agreement shall be automatically renewed for successive periods of one year unless and until terminated by either party giving notice in writing to the other in accordance with this clause 15.

Comment [t7]: For what is essentially a new agreement, I think that this is too long? Ten years with a review after 2, 5 and 8 years?

12.2 Continuation of this Agreement shall be subject to annual review of arrangements to the satisfaction of the Oriol y Parc Steering Group, and any limitations imposed in any future grant conditions. The annual review process will be led by the Oriol y Parc Steering Group which will produce a joint report to the NPA and Museum Board of Trustees immediately following production. The Oriol y Parc Steering Group will also review annually other parameters and requirements of funding and loan agreements to ensure that these can be met. Either party may withdraw from this Agreement by giving at least two year's notice in writing.

13 Effects of Expiry or Termination

13.1 Upon expiry or termination of this Agreement and subject always to the provisions of this clause 16 all rights, obligations and licences hereunder shall cease without prejudice to any rights of action already accrued under this Agreement including any claim for damages for breach of any of the terms of this Agreement.

13.2 Upon expiry or termination of this Agreement the Museum shall no longer be obliged to provide NMW Curatorial Team resources at Oriol y Parc nor to display its contributions to the Exhibition Programme, and such works shall be removed from Oriol y Parc in accordance with the provisions of the relevant Loan Agreements.

13.3 The provisions of clauses 1, 4.3, 5, 6.8, 11, 13, 18, 19 and this clause 16 shall survive the expiry or termination of this Agreement howsoever arising.

14 Notices

14.1 Any notice required or authorised to be given hereunder shall be in writing and served personally or sent by post or facsimile addressed to the relevant party as follows:

The PCNPA: Llanion Park
 Pembroke Dock
 Pembrokeshire
 SA72 6DY

Facsimile Number: 01646 689076

For the Attention of: The Director General

The Museum: Cathays Park
Cardiff
CF10 3NP

Facsimile Number: 02920 573321

For the Attention of: The Director General

or to such other address or facsimile number as may from time to time be notified to the other party hereto in writing for this purpose. Any notice served personally shall be deemed to have been given upon such service. Any notice sent by post shall be deemed to have been served two Working Days after the same shall have been posted and any notice sent by facsimile shall be deemed to have been served upon receipt of confirmation of transmission (provided that a confirmatory letter is sent by first class post) and, in proving such service, it shall be sufficient to prove that the letter or facsimile was properly addressed and as the case may be posted or transmitted provided that, where, in accordance with the above provisions, any notice would otherwise be deemed to be given, or made, on a day which is not a Working Day or after 5.30pm on such a Working Day, such notice shall be deemed to be given or made at 9.00am on the next such Working Day.

15 Disputes

- 15.1 Where disputes or differences arising out of or in connection with this Agreement cannot be resolved by the Oriel y Parc Manager and the NMW Curatorial Team (in consultation with the Oriel y Parc Steering Group where agreed by the parties), such disputes shall be resolved in accordance with the provisions of this clause 18 and within the timescales specified in this clause 18 (unless the parties agree different timescales).
- 15.2 If the Oriel y Parc Manager and the NMW Curatorial Team cannot agree a resolution of any dispute, such dispute may be escalated by either party to senior management level and suitable representatives from such senior management level shall be appointed by each party.
- 15.3 If the dispute cannot be resolved by the senior management representatives of each of PCNPA and the Museum within a period of thirty (30) days from the date of referral, the dispute shall be referred by either party to the Chief Executive Officer of the PCNPA and the Director General of the Museum.
- 15.4 If the dispute has not been resolved within thirty (30) days of such referral to the Chief Executive Officer of the PCNPA and the Director General of the Museum, it shall be referred to mediation in accordance with Oriel y Parc for Dispute Resolution model mediation procedure. To initiate mediation either the PCNPA or the Museum may give notice in writing to the other requesting mediation. The

mediation shall commence not less than thirty (30) days after the date of the notice requesting mediation.

- 15.5 If the parties fail to resolve the dispute through mediation it shall be determined by the appointment of a single arbitrator to be agreed between the parties or, failing agreement within fourteen days after a request by one party to the other for arbitration, an arbitrator selected by the President or a Vice President of the Chartered Institute of Arbitrators.
- 15.6 The PCNPA and the Museum shall continue to perform their respective obligations under this Agreement during the resolution of any dispute under the provisions of this clause 18.

16 General

- 16.1 Neither party shall assign otherwise transfer or dispose of or sub-contract any or all of its rights or obligations under this Agreement without the prior written consent of the other party.
- 16.2 Any reasonable forbearance or delay on the part of either party in enforcing the provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provisions or any of its rights thereafter to enforce the same.
- 16.3 With the exception of statements made fraudulently, this Agreement together with the documents referred to in it constitutes the entire understanding of the parties hereto relating to the subject matter hereof and supersedes all representations, understandings, documents and agreements made or exchanged by the parties prior to the date hereof and no party has relied upon any representation other than a representation expressing set out in this Agreement.
- 16.4 If either party shall, by reason of events or circumstances beyond its reasonable control including acts of God, political intervention, fire, flood, legislation or industrial dispute, be prevented from, or delayed in, performing its obligations hereunder and shall promptly give notice of such event or circumstance to the other party, the parties' obligations hereunder shall from the date of such notice and without prejudice to any rights or remedies accrued or arising prior to such date be suspended.
- 16.5 This Agreement may be executed in duplicate each of which shall be an original and shall constitute one and the same instrument.
- 16.6 No modification or alteration to the terms of this Agreement shall have effect unless the same is agreed in writing by duly authorised representatives of each of the PCNPA and the Museum.
- 16.7 The relationship between the contracting parties hereto is one of independent contractors and nothing contained in this Agreement shall be construed as creating any partnership, agency or joint venture between the parties.
- 16.8 If any provision of this Agreement shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such invalidity,

unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect and the PCNPA and the Museum shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, unenforceable or illegal provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.

16.9 Neither the PCNPA nor the Museum intends that any term of this Agreement should be enforceable whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to this Agreement.

16.10 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and, subject to the provisions of clause 18, the parties hereby exclusively submit to the jurisdiction of the courts of England and Wales.

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first before written

DRAFT

SCHEDULE 1

Part A

The Main Purposes

AIMS OF ORIEL Y PARC

- To inspire people to discover, value and conserve the Pembrokeshire Coast National Park; its landscape, culture and heritage.
- To make the collections of Amgueddfa Cymru – National Museum Wales available to view in Pembrokeshire.
- To provide an appropriate setting in Pembrokeshire for the displays of material from the Graham Sutherland and other collections.
- To link the wider Pembrokeshire landscape, culture and heritage with a unique learning experience and make this accessible to diverse audiences.
- To support local communities and the local economy including arts, education local business and tourism communities in the St David's Peninsula.
- To provide a warm welcome and offer an exceptional information service to both visitors and residents alike.

Comment [j8]: These were part of the original agreement. But have been 'tweaked' by James P..

Part B

The National Park Purposes

National Park Authorities have two statutory purposes set out in the National Parks and Access to the Countryside Act 1949 (as amended by the Environment Act 1995): to conserve and enhance the natural beauty, wildlife and cultural heritage of the National Park and to promote opportunities for public enjoyment and understanding of the special qualities of the National Park (section 5(1)). In pursuing the purposes the National Park Authority shall seek to foster the economic and social well-being of local communities within the National Park (section 11A).

SCHEDULE 2

Amgueddfa Cymru - National Museum Wales Standard conditions of loan

The following conditions of loan apply to all objects loaned from Amgueddfa Cymru - National Museum Wales. The lending Museum or Department may append additional conditions of loan.

General Loan conditions

1. Loans to other registered museums / galleries will normally be covered by the Government Indemnity Scheme (under the National Heritage Act 1980), for which borrowers will be required to provide evidence of cover of Minimum Liability for loans.
2. If the loan is not covered by the Government Indemnity Scheme, the borrower must insure it for the sum specified by Amgueddfa Cymru – National Museum Wales both for the duration of the loan and in transit. The borrower must confirm in writing that this has been done and must supply the appropriate certificate evidence of insurance or equivalent documentation, before the commencement of the loan. Most non-UK Government/federal/state indemnities will be acceptable to the Museum in lieu of commercial insurance, but the Museum has the right to purchase cover of its own from a UK broker such as Lloyds, London and re-charge the premium to the borrower, or to top-up an existing indemnity to an acceptable ceiling by means of commercial cover.
3. Amgueddfa Cymru – National Museum Wales will ensure that the borrower confirms their ability to provide an acceptable level of care, security and safekeeping of the objects/specimens, taking into account proper conservation and environmental requirements to avoid infestation or damage.
4. Amgueddfa Cymru – National Museum Wales reserves the right to inspect conditions at the borrowing institution, and if in the Museum's view either environmental or security concerns exist then the loan may be withdrawn, either immediately, or subsequently if the concerns are not addressed within an agreed period of time.
5. The objects/specimens will not be put at risk as a result of potential political or economic difficulties.
6. Objects on loan may not be re-loaned to another institution without the written permission of the Museum.
7. Borrowers will be expected to pay all transport, packing and casing costs of the loan, both to and from Amgueddfa Cymru – National Museum Wales, including the travel, subsistence and personal insurance of accompanying members of staff.
8. The specimens will not be so fragile, rare or valuable that the risks in handling and shipping are unacceptable.

9. Any damage must be reported immediately to Amgueddfa Cymru – National Museum Wales, which may require its own personnel immediately to attend the loan venue to assess the condition or return the loan at the expense of the borrower.
10. No photography may be undertaken of the loan(s) whether by the borrower or general public, without prior consent of Amgueddfa Cymru – National Museum Wales. The borrower will be responsible for proper adherence to the relevant copyright legislation.
11. If any loaned object/specimen is mentioned in any work whether published or unpublished, acknowledgement must be made to Amgueddfa Cymru – National Museum Wales, and accession/inventory numbers cited where appropriate.
12. If the borrower wishes to extend the loan a request must be made in writing before the date of expiry of the current loan period, and the consequent revised insurance/indemnity obtained with the appropriate certificate/evidence of cover supplied to Amgueddfa Cymru – National Museum Wales before the initial expiry date.
13. No conservation work, routine maintenance, handling, deframing/glazing of the Amgueddfa Cymru – National Museum Wales loan may be undertaken without the prior approval of the relevant keeper. Any proposed work must be clearly stated in writing beforehand, and a report produced detailing the products and procedures to be used.

The aforesaid conditions apply to all outward loans. In addition the following conditions will apply for loans granted for a specific purpose.

Loans for Research and Education

- 1 Normally Amgueddfa Cymru - National Museum Wales will only consider loans to institutions or *bona fide* researchers.
- 2 Some loans of non-unique material may also be considered to vetted private individuals, learned societies etc.
- 3 Special permission must be sought and received, with full justification, before the sampling of any material can be carried out.
- 4 If preparation of specimens on loan is permitted by the relevant keeper, a full written report of technical work undertaken must be provided. All peels, thin sections etc remain the property of Amgueddfa Cymru – National Museum Wales.

Loans for Exhibition and Display

1. Generally, such loans will be to museums, galleries, interpretation centres, civic buildings, universities etc, where there is ready access for the public. Loans to government buildings also fall into this category. Loans will not be made to service messes, private or similar clubs.

2. All borrowing institutions must complete the Amgueddfa Cymru – National Museum Wales standard facilities report, confirming that they comply with all fire and security provisions, and with all environmental conditions, both during handling and unpacking, and within all appropriate galleries and cases. Where appropriate, the contents of this report will be discussed with the Museums Security Adviser of MLAC whose recommendation(s) will be followed.
3. In the case of travelling exhibitions all venues must comply with the standards set out in the Amgueddfa Cymru – National Museum Wales facilities report and appropriate insurance/indemnities must be provided at each venue handover. It must also be noted that site indemnities provided by single UK “national” funding bodies cannot be extended *ad hoc* to successive venues, only to the transport between such venues when approved by the Museums Security Adviser. Individual venues within an exhibition tour must also negotiate hire contracts with any packing companies specified by Amgueddfa Cymru – National Museum Wales.
4. Loans will not be made where an exhibition involves support or promotion of an ethical position contrary to that outlined in the Museums Association Ethical Guidelines (1999).
5. Loans for exhibition will normally be agreed for a duration of up to one year, conservation requirements permitting. Loans may be longer in particular circumstances, at the discretion of the relevant keeper. For such loans there will be an annual review to establish conservation requirements and continued insurance cover, with costs borne by the borrower.
6. If a loaned object is removed from display Amgueddfa Cymru – National Museum Wales must be informed immediately.
7. All objects on loan from Amgueddfa Cymru – National Museum Wales must be acknowledged on any display label or associated guide. The agreed credit line is ‘Lent by Amgueddfa Cymru – National Museum Wales.’
8. The reproduction of Amgueddfa Cymru – National Museum Wales images is normally permitted in catalogues, publicity materials and press/TV publicity associated with the exhibition. Provision of Amgueddfa Cymru – National Museum Wales photography for inclusion in an exhibition catalogue (or associated publication) is normally made without charging a further reproduction fee. Acknowledgement must be made of Amgueddfa Cymru – National Museum Wales copyright.

Loans for Commercial Use

1. Loans for commercial purposes are at the discretion of the relevant keeper.
2. Charges for loans to commercial outlets, including television companies or publishers will be negotiable, based on the Amgueddfa Cymru – National Museum Wales framework for charges current in the various departments.
3. The Museum will insist that, wherever possible, photography or television work using objects or specimens from the Museum collections be undertaken on Museum property. Under these conditions Amgueddfa Cymru – National Museum Wales rules for onsite filming will strictly be adhered to, with Amgueddfa Cymru – National

Museum Wales objects handled only by Amgueddfa Cymru – National Museum Wales Curatorial Team or conservation staff.

Loans for restoration or reproduction

1. Individual loan arrangements will be drawn up for objects or specimens loaned for restoration or the creation of replicas.

SCHEDULE 3

**PCNPA – Artist in Residence Programme
Terms & Conditions**

ARTISTS IN RESIDENCE

The Artist in Residence Studio can be used to encourage visitors to appreciate the beauty of the National Park landscape and how this, in turn, acts as an inspiration to local artists. We have a wealth of artistic talent in Pembrokeshire and we want the Artist in Residence Studio to act as a 'hub' for promoting local artists as well as a gateway for visitors to explore the many small galleries which are open to the public. In addition, the studio enables local and transient visitors to meet and engage with local Artists and provide them with the opportunity to purchase the artists' work.

Terms and Conditions

1. Applications are accepted from professional artists (of the visual arts) living and working, or born and educated, in Pembrokeshire, irrespective of whether they have their own galleries open to the public.
2. Artists are invited to submit examples of recent work (either CD, email or hard copy) to Oriel y Parc Centre. Exhibitions should relate to or interpret aspects of landscape or nature. Applications will then be considered by representatives of Oriel y Parc, Friends of Oriel Y Parc and the partnership curator of Amgueddfa Cymru – National Museum Wales.
3. Selected artist may exhibit works produced after the selection process, but all exhibits will be shown before hanging to representatives of Oriel y Parc, who have the right to refuse any piece.
4. Exhibitions will be of an agreed duration, and hanging and removal dates will be agreed in advance between the exhibitor and Oriel y Parc. Artists must prepare their works for hanging, arrange delivery and collection of their works and assist the Oriel y Parc Site Warden with the hanging of the works.
5. The artist will commit to a minimum of 4 days in the studio each week, including one weekend day and will timetable 8 hours each week for availability to the public.

6. The artist will be supportive of the aims of the partner organisations (Amgueddfa Cymru – National Museum Wales and Pembrokeshire Coast National Park Authority) and do nothing to bring either into disrepute.
7. When making reference to their residency and exhibition, the artist must refer to it as an exhibition in “Artists’ Studio at Oriol y Parc.” The Artists’ Studio is **NOT an Amgueddfa Cymru – National Museum Wales exhibition opportunity and must not be promoted as such by the artist.**
8. Whilst in residency, the artists will be required to support education visits by tours of the studio, presentations and workshops at no charge.
9. Whilst in residence, the artist will be required to display works in the Artists Studio to be sold via the Oriol y Parc till subject to a commission of 40%. The National Park Authority will pay the exhibitor the value of the sales less the commission, within 30 days of the exhibition closing. Artists are required to invoice Pembrokeshire Coast National Park Authority for any works sold, on a monthly basis.
10. Additionally, subject to availability, artists have the opportunity to sell their prints or works in the Oriol y Parc Gift Shop and Discovery Room Windows subject to a commission of 40%.
11. Direct sales between the Artist and Visitor are prohibited.
12. All items must be clearly priced by the artist/exhibitor and a full inventory with prices including commission supplied to Oriol Y Parc before the exhibition is opened and offered for sale.
13. The National Park Authority will obtain address details of the purchasers. The artist is responsible for delivery arrangements. Exhibits may be collected on the final day of the exhibition. If an art work is purchased by a visitor who wishes to take the piece away, this can be agreed by the artist and a representative of Oriol y Parc. The space will then need to be filled with another art work.
14. All works will be framed or displayed to a professional standard.
15. The exhibition area is **not** stewarded by Oriol y Parc staff, and the Pembrokeshire Coast National Park Authority takes no responsibility for the theft or damage to any item on display. All items are left entirely at the artist’s own risk.
16. The insuring of works in the exhibition will be the responsibility of the artist.
17. The moving, hanging and displaying of works will, at all times, be the responsibility of the artist through consultation with Oriol Y Parc representatives.
18. The artist must hang and remove their works on dates agreed with an Oriol y Parc representative, with the assistance of the Oriol y Parc team.
19. No fasteners will be screwed into the surfaces without the prior agreement of the Oriol y Parc team.

- 20.** Any electrical equipment used must have a current PAT certificate.
- 21.** Once the hanging is complete, the Site Warden of Oriol y Parc will conduct a risk assessment of the area before the exhibition is open to the public.
- 22.** The artist is responsible for obtaining copyright permission for any other person's images or media used.
- 23.** Work will not be removed during the residency/exhibition period, unless agreed by an Oriol Y Parc team member.
- 24.** Visitors will not be charged for entry to the residency/exhibition area.
- 25.** Failure to comply with any of the terms and conditions may result in the residency/exhibition being terminated and the artist being asked to remove the works immediately.
- 26.** Following the completion of the residency, there may be opportunity to exhibit at PCNPA Headquarters in Pembroke Dock.
- 27.** A piece of work should be donated to the PCNPA, at the end of the residency.
- 28.** The decision of the Centre Manager or a senior member of the Authority's on any of these terms and conditions is final.

I accept the above terms and conditions.

Signature: _____

Date: _____

Executed by affixing the common seal of **AMGUEDDFA CENEDLAETHOL CYMRU/
NATIONAL MUSEUM OF WALES**

In the presence of:

..... Director General

..... Director/Company Secretary

**THE COMMON SEAL OF
PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY**
Was hereunto affixed in the presence of:

.....
Chairman

.....
Chief Executive (National Park Officer)

