

Subject to Contract

DATED

January 2008

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

AGREEMENT
RELATING TO THE OPERATION OF ORIEL PARC, ST DAVIDS

Geldards LLP
Cardiff
(GH/79149.26)

THIS AGREEMENT is made on the day of January 2008

BETWEEN

- (1) **PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY** of Llanion Park, Pembroke Dock, Pembrokeshire, SA72 6DY (the "PCNPA")
- (2) **AMGUEDDFA CENEDLAETHOL 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 Davids, Pembrokeshire, which will provide galleries, education and activity spaces, visitor centre services and a café ("Oriel Parc").
- (B) Oriel 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 Oriel Parc as envisaged in this Agreement, the PCNPA and the Museum will aim to meet the Main Purposes.
- (C) This Agreement sets out the terms and conditions on which the strategic planning, operational management and financial responsibilities relating to the use of the Oriel 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:

"Oriel Parc Manager"	the person appointed by the PCNPA in accordance with the provisions of clause 14;
"Commencement Date"	January 2008
"Curator"	the person appointed by the Museum in accordance with the provisions of clause 14 to fulfil the curatorial post referred to at clause 6.3;
"Education Officer"	the person employed by or seconded by the PCNPA to Oriel Parc from time to time during the Term;

"Exhibition Programme"

the programme of exhibitions (together with related educational activities) taking place at Oriel Parc, as may be approved and/or amended by the Oriel Parc Committee 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;

"Oriel Parc Committee"

the committee 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 Parc shall be the responsibility of the PCNPA and will be delivered operationally by a committee of the PCNPA (the Oriel Parc Committee) supported by the Oriel Parc Manager, the Curator, and the relevant senior officers from both the PCNPA and the Museum.

- 2.2 The Oriel Parc Committee will confirm the Exhibition Programme and will approve the business plan, forward programme document and annual accounts to the PCNPA. Performance of Oriel Parc business will be reported to the PCNPA Performance Review Committee quarterly by representatives of the Oriel Parc Committee.
- 2.3 The Oriel Parc Committee will agree all necessary documentation required in relation to Exhibition Programme activity including, but not limited to, all relevant Loan Agreements and contracts for other Exhibition Programme activity e.g. residencies, temporary exhibition contracts.
- 2.4 The Oriel Parc Committee 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 Parc Committee to possess relevant interest in the development and programme of Oriel Parc. The selection of such representatives shall be entirely at the discretion of the Oriel Parc Committee and may include, but shall not be limited to, representatives of the following groups and organisations: Friends of the Sutherland Collection, St Davids City Council, Peninsula Tourist Association, Pembrokeshire County Council Arts and Culture, and Friends of the National Museum. The costs associated with such consultation with the local stakeholders group shall be deemed to be operational costs of Oriel Parc.

3 Management and Operations

- 3.1 Operational management of all aspects of Oriel Parc will be the responsibility of the Oriel Parc Manager who is employed by the PCNPA with the agreement of the Museum. All aspects of the day to day operations of Oriel Parc will be governed by the PCNPA's policies, conditions and standards. It will be the responsibility of the Oriel 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 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 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 Parc Manager and Curator 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 Parc who are directly involved in the Exhibition Programme and liaison with partners and stakeholders (such as the stakeholders listed at clause 1(d) above) of Oriel Parc from time to time during the Term. *
- 3.3 The Curator will be employed and line managed by the Museum and will be subject to the normal contractual terms and conditions of employment of the Museum. The Curator will be based at Oriel Parc. The PCNPA shall provide the Curator with a suitable work area and facilities to enable the Curator to fulfil

his/her responsibilities and obligations as set out in this Agreement.

- 3.4 The Museum and PCNPA will jointly agree the themes for exhibition programmes, with the curator coordinating the development of the strategic content for each programme in collaboration with relevant staff from both organisations. The curator 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 Curator will provide training for Oriel Parc staff to ensure 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.
- 3.5 The Oriel Parc Manager and Curator will collaborate on identifying and securing funding to support the Exhibition Programme. The Curator will take a lead on defining and securing programme specific funding sources for each of the exhibitions forming part of the Exhibition Programme. The costs related to defining and securing such programme specific funding sources shall be included within the agreed business plan.
- 3.6 The Oriel Parc Manager and the Curator will liaise with their respective organisations to access the necessary support and expertise to deliver the Exhibition Programme. The exhibitions forming part of the Exhibition Programme should be linked to the National Park Purposes, be suitable for providing an education programme for all ages and be capable of attracting a wide audience. The Education Officer will take a lead in working closely with the Oriel Parc Manager and the Curator to create an annual programme of educational events relating to the Exhibition Programme and which integrates with the full PCNPA Education Programme. The Education Officer, Curator and Oriel Parc Manager will work closely on fundraising strategies for the Education Programme and the PCNPA shall ensure that the Education Officer fulfils his/her responsibilities and obligations as set out in this clause 3. The Education Officer will be the responsibility of the PCNPA.

4 Building Maintenance

- 4.1 The PCNPA is responsible for ensuring all aspects of maintenance in the building including fixed specialist security and environmental control systems within the exhibition area. Such systems will be installed to a standard agreed in advance with the Museum. ✕
- 4.2 The Museum will supervise and direct specialist maintenance of exhibits, display content, cabinets and specialist lighting associated with individual exhibitions or temporary programmes as set out in the Loan Agreements. ✕
- 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 Oriel 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 Oriel Parc or any other premises where collections or works of the Museum are stored in order to recover them.

5 Insurance

- 5.1 The PCNPA is responsible for ensuring adequate insurance cover for Oriel 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. The PCNPA is responsible for ensuring that Oriel Parc physically meets the security conditions specified by the Museum's Security Co-ordinator and by the MLA National Security Advisor before 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. *
- 5.2 The Museum is responsible for ensuring that adequate insurance cover or appropriate indemnity cover is in place for all exhibits and artefacts whilst on Oriel Parc premises or in transit. If additional security or other expenditure is required in addition to that expenditure agreed in accordance with the provisions of clauses 4.1 and 5.1 the Oriel Parc Committee will specify the funding source from which such costs are to be met. #

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 Oriel Parc. The financial operation of Oriel 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 Oriel Parc Committee on request.
- 6.2 The PCNPA hereby undertakes during the Term:
- (a) to fund the Oriel Parc Manager, Education Officer, Visitor Information and café staff and the site warden;
 - (b) to fund building maintenance and service costs associated with Oriel Parc; and
 - (c) to allocate all net income from the shop and café to the above operating costs of Oriel Parc plus an annual £15,000 contribution to Oriel Parc from car parking. This amount will be reviewed annually by the Oriel Parc Committee.
- 6.3 The Museum hereby undertakes to fund a curatorial post during the Term. ||

- 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 Parc or any costs other than those specified in this clause 6.4.
- 6.5 The Oriel Parc Committee will review the fundraising strategy for Oriel Parc at least once every Year.
- 6.6 Any net operational surplus will be used to develop an operating reserve to cover future shortfalls in annual operations and towards planned maintenance and replacement of furniture, display equipment and major kitchen equipment in Oriel Parc. The Oriel Parc Committee will recommend to the PCNPA how such operating reserve should be applied in relation to Oriel Parc.
- 6.7 Should a financial deficit develop beyond the limits identified within the business plan and agreed budgets, then the Oriel Parc Committee shall meet to consider appropriate cost saving/promotional actions as a matter of urgency and recommend actions to the PCNPA.
- 6.8 PCNPA and the Museum will provide relevant audited information relating to this Agreement and/or to Oriel Parc to each other on reasonable request (such information not to be unreasonably withheld).

7 Marketing

- 7.1 A detailed marketing and promotion strategy and action plan will be jointly prepared with the Curator and Oriel Parc Manager in time to commence promotion for opening in 2008.
- 7.2 The Marketing Plan will be updated at least once every Year by agreement between the parties, as part of the business plan, in order to support the Exhibition Programme and timetable.
- 7.3 The Museum will be responsible (at its own cost and in accordance with the Marketing Plan) for ensuring promotion of Oriel Parc as part of its annual marketing strategy via a number of media to include direct mail and on-line marketing.
- 7.4 The PCNPA will be responsible (at its own cost and in accordance with the Marketing Plan) for promotion of Oriel Parc as part of its annual marketing strategy through its own local promotion through for example *Coast to Coast*, PCNPA website, local media, signs, Ordnance Survey maps and other local promotion.
- 7.5 Where either party produces marketing materials which use the other party's name or branding that party shall submit such materials to the other party for prior written approval before commencing use of such materials.

8 Customer Care

- 8.1 All staff employed at Oriel Parc must maintain 'Welcome Host' standards (or any subsequent replacement) with visitor staff training to be provided (at the PCNPA's cost) by the PCNPA.
- 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 Curator) whilst such persons are on Oriel Parc premises.
- 8.4 The Oriel Parc Committee will agree a customer survey schedule to be implemented by the Oriel Parc Manager.

9 Oriel Parc Business

- 9.1 The PCNPA shall be responsible for all aspects of Oriel 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 Parc is required to meet Visit Wales TIC minimum standards and All Parks Visitor Centres minimum standards. These apply to all facilities within Oriel Parc. The PCNPA will establish the opening hours of Oriel Parc with the agreement of the Oriel Parc Committee who will regularly review the impact of the opening hours on staff and resources.
- 9.2 The principal application of income from merchandise and catering will be to underwrite Oriel Parc's basic operational costs.

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 therefrom as a component of Oriel 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 Parc Manager and Curator 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 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 Catering

- 12.1 The PCNPA is responsible for all aspects of the operation of the café at Oriel Parc which will promote local, sustainable food. Links with the Exhibition Programme will be promoted where possible. The catering operation will support exhibition related activities. Catering for special promotions and receptions not related to the business of Oriel Parc will be provided by the catering business at the cost of the party hosting the event.

13 Car Park Business

- 13.1 The PCNPA is responsible for the management and operation of the car park which may also contribute to local traffic management schemes.

14 Staff Recruitment

- 14.1 Both the Museum and the PCNPA should consult each other during the recruitment process of the Oriel Parc Manager and the Curator and may choose to be represented at any interview. The Oriel Parc Manager and the Curator will jointly recruit any other staff. Where changes take place to the job descriptions and line management responsibilities of the Oriel Parc Manager and the Curator, these will be agreed between the PCNPA and the Museum.

15 Duration of Agreement

- 15.1 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 ten years (the "Initial Term") and thereafter 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. Continuation of this Agreement shall be subject to annual review of arrangements to the satisfaction of the Oriel Parc Committee, and any limitations imposed in any future grant conditions. The annual review process will be led by the Oriel Parc Committee which will produce a report to the PCNPA which will be available to the Museum immediately following production. The Oriel Parc Committee 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 one year's notice in writing.

16 Effects of Expiry or Termination

- 16.1 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.
- 16.2 Upon expiry or termination of this Agreement the Museum shall no longer be obliged to provide curatorial resources at Oriel Parc nor to display its contributions to the Exhibition Programme, and such works shall be removed from Oriel Parc in accordance with the provisions of the relevant Loan Agreements.
- 16.3 Each of the parties shall within thirty days of termination destroy all promotional and other materials relating to the Exhibition Programme in its possession of control.
- 16.4 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.

17 Notices

- 17.1 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 Chief Executive

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.

18 Disputes

- 18.1 Where disputes or differences arising out of or in connection with this Agreement cannot be resolved by the Oriel Parc Manager and the Curator (in consultation with the Oriel Parc Committee 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).
- 18.2 If the Oriel Parc Manager and the Curator 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.
- 18.3 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.
- 18.4 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 Parc for Dispute Resolution model mediation procedure. To initiate a 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.
- 18.5 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.

- 18.6 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.

19 General

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 This Agreement may be executed in duplicate each of which shall be an original and shall constitute one and the same instrument.
- 19.6 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.
- 19.7 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.
- 19.8 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.

19.9 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.

19.10 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

SCHEDULE 1

Part A

The Main Purposes

AIMS OF ORIEL PARC

- To inspire people to discover, value and conserve the Pembrokeshire Coast National Park; its landscape, culture and heritage.
- To make the collections of the Museum widely available.
- 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 build productive partnerships which ensure the success of Oriel Parc and its long term viability.
- To provide a high quality facility for both visitors and residents.

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 on site filming will strictly be adhered to, with Amgueddfa Cymru - National Museum Wales objects handled only by Amgueddfa Cymru - National Museum Wales curatorial 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.

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

In the presence of:

Michael H. R.

..... Director General

[Signature]

..... Director/Company Secretary

**THE COMMON SEAL OF
PEMBROKESHIRE COAST NATIONAL PARK AUTHORITY**

Was hereunto affixed in the presence of:

Ruth Williams

..... Chairman

[Signature]

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