

Memorandum of Agreement and License Agreement (“Agreement”) between the Smithsonian Institution’s National Museum of Natural History (“NMNH”), located at 10th and Constitution Ave, NW, Washington, DC 20013, USA, creator of the “Outbreak: Epidemics in a Connected World” Do-It-Yourself Exhibition (“*Outbreak*”), which is based on an exhibition displayed at NMNH, and

[*Local Organizer*]:

[*Local Organizer2*]:

[*Address*]:

[*Address2*]:

(collectively “the Parties”).

Whereas [*Local Organizer*]: (Herein after will be known as Local Organizer) is interested in organizing and arranging an exhibition of *Outbreak* at [*Exhibit Location. Must provide an attachment of additional locations & dates*]:

Between the dates:

WHEREAS NMNH is willing to provide designed exhibition panel layouts containing open sourced imagery and additional materials (“the Works”) to Local Organizer for use in the Local Organizer’s *Outbreak* exhibition and related public engagement activities;

WHEREAS the Local Organizer will underwrite all costs associated with producing and displaying the exhibition of the Works and any associated costs with related public engagement activities;

NOW THEREFORE the Parties AGREE as follows:

- A. NMNH will provide and license the use of the copies of the Works to the Local Organizer solely for purposes of physical exhibition and display during public engagement activities in connection with the exhibition. NMNH authorizes the Local Organizer to call the exhibition *Outbreak: Epidemics in a Connected World* or *Outbreak*.
- B. The Local Organizer may use the Works only for educational purposes and not for any commercial or profit-making purpose.
- C. The Works contain pre-designed exhibit panels and customizable panels, which will be labeled as such when provided to the Local Organizer by NMNH. The Local Organizer may not alter the contributor’s pre-designed Panels in any way. The Local Organizer may make changes to text and/or imagery on the customizable panels provided that the Local Organizer is solely responsible for any such changes and provided further that the Local Organizer states clearly on any customizable panel that the Local Organizer is solely responsible for any changed text or imagery.
- D. The Local Organizer must include the title panel with the SI logo with their public presentation of the exhibition. The SI owns, controls and/or has registered the trademarks /service marks “Smithsonian,” “Smithsonian Institution” and the Smithsonian sunburst logo. Except as may be otherwise provided hear in and to only advertise, market, or promote the *Outbreak* exhibit, the Local Organizer shall not refer to the SI or to any of its museums, organizations, or facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever

without written consent. The Local Organizer must obtain written consent for any deviation of marketing material provided within the Works for the Outbreak exhibit. The Local Organizer is permitted to add their logo or name to the exhibit outside of the NMNH pre-designed exhibit panels when accompanied with “*This Smithsonian Institution exhibit is presented by*”.

- E. The Local Organizer is responsible for all costs and efforts associated with fabricating the Works and the exhibition, displaying the Works, and organizing public engagement activities in connection with the exhibition of the Works.
- F. The Parties, by this Agreement, do not intend to create a partnership or joint venture relationship. Nothing in this Agreement shall be construed as creating any such relationship between the Parties. This Agreement constitutes the entire agreement between the Parties with respect to the *Outbreak* Exhibition and this Agreement may not be modified except in writing signed by both Parties.
- G. This Agreement shall be governed by applicable federal law and the laws of the District of Columbia and is enforceable only in a court of competent jurisdiction in the United States.

Local Organizer, Print Name

Kirk Johnson, Sant Director

National Museum of Natural History

Local Organizer, Signature

Kirk Johnson, Sant Director

Date _____

Date _____