

This Membership Agreement is between the following parties and is dated [DATE]

- A. **THE CLIMATE CHANGE ORGANISATION** a limited company registered in England and Wales (company registration number 4964424) and a registered charity (with charity registration number 1102909), trading as the Climate Group whose registered office is at Adam House, 7-10 Adam Street, London WC2N 6AA, United Kingdom (**Climate Group**); and
- B. Company named [COMPANY NAME] - a limited company whose registered office is at [COMPANY ADDRESS] (**Company**)

The Parties agree as follows:-

1. MEMBERSHIP

- 1.1 The Company has become a Signatory of [CAMPAIGN] by submitting the Joining Form and agrees to pay the annual Membership Fee of [FEE]. Any membership fee changes in the future are likely to be marginal and will be communicated to members at least four months before the new membership year.
- 1.2 In consideration for the payment of the Membership Fee, the Climate Group grants the Company the Membership Benefits as set out in the Membership Benefits Booklet [here](#).
- 1.3 The Company will become a Member of the Campaign once the Company has submitted the Joining form and signed the Membership Agreement.

2. PAYMENT

- 2.1 Invoices will be sent out in March each year and the Company will pay the invoice within 30 days of receipt.
- 2.2 Should fees remain in arrears for more than 60 days, a lump sum late payment fee will be added to the outstanding invoice and a new invoice will be issued. The late payment charge will be calculated at the rate of 8% a year above the Bank of England base rate as applied to the 60-day non-payment period.
- 2.3 For each additional 60-day period thereafter in which fees remain in arrears, an additional lump sum late payment fee calculated as described in clause 2.2, will be added to the outstanding invoice and a new invoice will be issued.
- 2.5 The Climate Group reserves the right to review its membership pricing every Autumn before setting prices for the forthcoming year. It will give the Company at least four months' advance notice of any changes.

3. INTELLECTUAL PROPERTY

- 3.1 For the purposes of this clause 3, **Intellectual Property** means copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 3.2 The Climate Group hereby grants the Company a non-exclusive, non-transferable, non-sublicensable, non-commercial right and licence to use the Climate Group's Intellectual Property in the Campaign logo for use in accordance with the Brand Assets Pack and only for the purpose of promoting the Campaign. This right and licence shall automatically come to an end when the Company ceases to be a Member (for any reason).
- 3.3 The Company hereby grants the Climate Group a non-exclusive, non-transferable, non-sublicensable, non-commercial right and licence to use the Intellectual Property in its logo for the purposes only of its Membership of the Campaign, which right and licence shall automatically come to an end when the Company ceases to be a Signatory (for any reason).

4. BRANDING

- 4.1 The Company shall provide the Climate Group with any required logos in an appropriate format, together with any brand guidelines. The Company shall ensure that copyright or any other approval has been obtained for any material provided and will accept responsibility for any liability arising from any failure to do so. The Climate Group will, at all times, follow the Company's brand guidelines, unless otherwise agreed with the Company.
- 4.2 The Climate Group's Brand Guidelines will be passed to the Company as part of the Brand Assets Pack. The Climate Group shall ensure that copyright or any other approval has been obtained for any material provided and for the avoidance of doubt, will accept responsibility for any liability arising from any failure to do so. The Company will, at all times, follow the Climate Group's Brand Guidelines, unless otherwise agreed with the Climate Group.

5. TERM OF AGREEMENT

- 5.1 The Company's Membership will be renewed automatically each year on April 1st, unless the Climate Group or the Company does not wish the Membership to continue.
- 5.2 If the Company does not wish to renew its Membership, it shall inform the Climate Group no later than two months prior (February 1st) to the renewal date (April 1st).

6. MEMBERSHIP TERMINATION EVENTS

If Membership Fees fall into arrears, the Company will immediately and automatically lose its Membership status and Membership Benefits. The Company will remain as a Signatory of the Campaign (provided it has not suffered any Campaign Participation Termination Events as set out in clause 7 below) and may re-activate its Membership by paying the Membership Fee (together with any interest payment which may have accrued under the terms of Clause 2).

7. CAMPAIGN PARTICIPATION TERMINATION EVENTS

- 7.1 The Climate Group may by written notice terminate the Company's Campaign participation as a Member and Signatory by giving the Company immediate notice in writing if:
- 7.1.1 The Company no longer meets the requirements of being a Signatory to the Campaign as set out in the Joining Form;
 - 7.1.2 the Climate Group becomes aware that the Company is or has been associated with an activity which is criminal in nature, contrary to the Climate Group's charitable objectives or which in the reasonable opinion of the Climate Group may

- damage the Climate Group's brand or reputation and which will make the Company unsuitable for the Climate Group to be associated with;
- 7.1.3 the Company misuses the Intellectual Property of the Climate Group;
- 7.1.4 the Company terminates its licence of Intellectual Property to the Climate Group;
- or
- 7.1.5 the Company ceases to carry on the whole or a material part of its business.

8. CONSEQUENCES OF TERMINATION

- 8.1 Upon termination of this Agreement for any reason:-
 - 8.1.1 each Party shall forthwith cease to use any Intellectual Property of the other Party;
 - 8.1.2 the Company shall not use or exploit (directly or indirectly) its previous connection with the Climate Group;
 - 8.1.3 each Party shall promptly return to the other any property of the other within its possession or control;
 - 8.1.4 the Company shall pay to the Climate Group any sums that are outstanding; and
 - 8.1.5 Clause 10 of this Agreement (Confidentiality), Clause 11 (Indemnity), Clause 13 of this Agreement (Entire Agreement), Clause 18 of this Agreement (Third Party Rights) and Clause 19 of this Agreement (Governing Law and Jurisdiction) shall remain in force.

9. DATA PROTECTION

- 9.1 Both Parties will comply with all applicable requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended (**Data Protection Legislation**).
- 9.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party is a Controller of personal data which may be shared between the Parties in connection with this Agreement (**Personal Data**).
- 9.3 Without prejudice to the generality of clause 9.1, the Party sharing any Personal Data will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data from it to the other Party to the other for the duration and purposes of this Agreement.
- 9.4 Without prejudice to the generality of clause 9.1, the Party receiving Personal Data shall, in relation to any Personal Data processed in connection with the performance of its obligations under this Agreement:
 - 9.4.1 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
 - 9.4.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 9.4.3 not transfer any Personal Data outside of the UK or the European Economic Area unless appropriate safeguards are in place in relation to the transfer;
 - 9.4.4 assist the Party providing Personal Data in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data

Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.4.5 notify the Party providing the Personal Data without undue delay on becoming aware of a Personal Data Breach; and

9.4.6 at the written direction of the Party providing the Personal Data, delete or return Personal Data and copies thereof to the other party on termination of this Agreement unless required by applicable law to store the Personal Data.

9.5 The provisions of this clause 9 shall apply during the continuance of the Agreement and indefinitely after its expiry or Termination.

10. CONFIDENTIALITY

10.1 Should the Parties provide access to information that may be of a confidential nature (including, without limitation, any financial information), the use of the said information will remain strictly private and confidential and neither Party shall:

10.1.1 use such confidential information except for the purpose of exercising or performing its rights and obligations under this Agreement; or

10.1.2 disclose such confidential information in whole or in part to any third party, unless required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.

10.2 For the purposes of this Agreement, confidential information does not include information that (i) is in the possession of either Party prior to its receipt of such information from the other Party; (ii) is or becomes publicly available other than as a result of a breach of this Agreement by the Party who received the confidential information; or (iii) is independently acquired by either Party without breaching any of its obligations under this Agreement.

11 INDEMNITY AND LIMITATION OF LIABILITY

11.1 To the fullest extent permitted by law, each Party ("**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and its affiliates and each of their respective officers, directors, employees, agents, successors and assigns (each an "**Indemnitee**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, resulting from any claim, suit, action or proceeding arising out of or related to actual or alleged infringement of a third party's intellectual property rights or moral rights arising out of or in connection with the Indemnifying Party's use of the Intellectual Property in accordance with this Agreement.

11.2 Both Parties liability under this Agreement shall not exceed the amount payable by the Company under this Agreement.

12 MODIFICATIONS

This Agreement may only be modified in writing and signed by both Parties.

13 ENTIRE AGREEMENT

- 13.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

14 NO PARTNERSHIP OR AGENCY

- 14.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided.
- 14.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

15 NO ASSIGNMENT

The Company shall not assign or sub-contract any rights under this Agreement without the prior written permission of the Climate Group.

16 ANTI-BRIBERY & CORRUPTION

Each Party agrees that it shall at all times comply with applicable laws and regulations concerning bribery, corruption and related matters and immediately notify the other Party should it become aware of any actual or suspected breach of such laws which is directly or indirectly relevant to this Agreement.

17 INCLUSION, DIVERSITY AND ETHICS

- 17.1 The Climate Group has a commitment to inclusion and displaying racial and gender diversity across our events, communications and leadership opportunities and we ask Companies to consider this in their selection of spokespersons and speakers across the Campaign.
- 17.2 The Climate Group has internal policies on Anti-bullying, Equality, Diversity and Inclusion and Anti-Money Laundering, Bribery and Corruption which are available for the Company's review.
- 17.3 In respect to its capacity as a Member of the Campaign and in representing the Campaign, the Company shall comply with the Climate Group's Third Party Code of Conduct which is available [here](#).

18 THIRD PARTY RIGHTS

Except as expressly provided, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

19 GOVERNING LAW AND JURISDICTION

- 19.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 19.2 In case of conflict, the Parties shall use all reasonable endeavours to reach an amicable resolution. In the event that an amicable resolution cannot be achieved, the courts of England and Wales shall have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20 NOTICES

- 20.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the address specified in the box below.
- 20.2 Any notice or communication shall be deemed to have been received if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 20.3 Clauses 20.1 and 20.2 do not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution where the rules applying in the relevant jurisdiction shall apply and the addresses for service are set out below.

<u>Climate Group</u>	<u>Company</u>
Name: David Mole (Director of Fundraising)	<u>Name:</u>
Address for Service: Adam House, 7-10 Adam Street, London WC2N 6AA	<u>Address for Service:</u>
Email: membership@theclimategroup.org	<u>Email:</u>

Signed by: David Mole

For and on behalf of:

The Climate Change Organisation



Signed by: [NAME]

For and on behalf of: [COMPANY]



[SIGNATURE]