

# Annex I – Draft Contract Terms and Conditions

## PARTIES

**(1) THE CLIMATE CHANGE ORGANISATION**, known and trading as The Climate Group, is a registered company (UK Company Registration Number: 4964424) and charity (UK Charity Registration Number: 1102909) whose registered address is at Second Floor, Riverside Building, County Hall, Belvedere Road, London, SE1 7PB (“**TCG**”)

**(2)** \_\_\_\_\_ whose registered address is at XXX (“**Subcontractor**”)

## BACKGROUND

- A. TCG has agreed to pay Subcontractor \_\_\_\_\_ for the Service provided to carry out the Project.
- B. The Total funds Period is \_\_\_\_ months
- C. This Agreement and its Annexes constitute the entire agreement between TCG and the Subcontractor
- D. The terms and conditions of this Agreement and its Annexes are intended to ensure that the funds is used for the purpose for which it is awarded.

## AGREED TERMS

### 1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

**Budget:** a budget agreed between Subcontractor and TCG

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

**Contract Amount:** the sum of \_\_\_\_\_ NOK for the Project Period.

**Effective Date:** \_\_\_\_\_

**Service:** the service to be provided by Subcontractor to TCG under this Agreement and as described in the Schedule of Services

**Deliverables:** the deliverables to be provided by Subcontractor to TCG under this Agreement and as described in the Schedule of Services

**Governing Body:** the governing body of Subcontractor including its directors

**Grant Donor:** The Norwegian Ministry of Climate and Environment

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Project:** *Tailored technical assistance for enhancing MRV systems and building Long-term decarbonization pathways in Under2 jurisdictions with Agriculture, Forestry and Other Land Use (AFOLU) challenges*

**Project Period:** \_\_\_ months from \_\_\_ to \_\_\_

**Schedule of Services:** a description of the objectives, scope of the work and deliverables to be undertaken by the Subcontractor

**Prohibited Act:** means offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for:

- (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with TCG; or
- (b) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the TCG; or
- (c) under the Bribery Act;
- (d) under legislation creating offences in respect of fraudulent acts; or
- (e) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the TCG.

**VAT:** value added tax chargeable under English law for the time being and any similar additional tax;

## 2. PURPOSE OF FUNDS

- 2.1. Subcontractor shall use the funds only for the delivery of the Project, as specifically outlined in the Schedule of Services, and in accordance with the terms and conditions set out in this Agreement. The funds shall not be used for any other purpose without the prior written agreement of the TCG.
- 2.2. Subcontractor shall not make any significant change to the Project or Schedule of Services without the TCG's prior written agreement.

- 2.3. Where the Subcontractor intends to apply to a third party for other funding, the Subcontractor will notify TCG in advance, in writing, of its intention to do so and, shall not agree or accept such funding unless TCG has provided written consent. Where such funding is already obtained, the Subcontractor will provide TCG with details of the amount and purpose of that funding.

### 3. PAYMENT OF FUNDS

- 3.1. TCG shall pay the Subcontractor in accordance with this Agreement, and subject to the necessary funds from the Grant Donor being available when payment falls due. Subcontractor agrees and accepts that payments of the funds can only be made to the extent that TCG has available funds. All disbursements are conditional upon the Subcontractor's continued compliance with the requirements of this Agreement, including timely reporting obligations.
- 3.2. Upon receiving and approving deliverables and invoice, TCG shall endeavour to process the payment within fifteen (15) days. *[disbursement schedule to be agreed]*
- 3.3. VAT shall be paid in addition to all payments as applicable and at the current rate at the time of invoicing.
- 3.4. The agreed contract amount shall not be increased in the event of any overspend by the Subcontractor in its delivery.
- 3.5. The funds shall be paid into a separate bank account which must be an ordinary business bank account within the clearing bank system.
- 3.6. All disbursements of the funds shall be made to the following bank account in NOK (Norwegian Krone):
- Name of the account:  
Account no.:  
IBAN no.:  
Name and address of the bank:  
SWIFT/BIC code:  
Currency of the account:
- 3.7. Subcontractor shall immediately acknowledge receipt of the funds in writing. The amount received shall be stated, as well as the date of receipt and the exchange rate applied.
- 3.8. Subcontractor shall promptly repay to TCG any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where the funds monies have been paid in error before all conditions attaching to the funds have been complied with by the Subcontractor.
- 3.9. Any repayments shall be made to TCG's following bank account:
- Name of the account:  
Account no:  
Name and address of the bank:  
SWIFT/BIC code:  
Currency of the account:

### 4. USE OF FUNDS

- 4.1. Subcontractor shall use funds for the delivery of the Project in accordance with the agreed Schedule of Services and Budget.
- 4.2. Subcontractor shall not use the funds to:
  - (a) make any payment to members of its Governing Body;
  - (b) purchase buildings or land; or
  - (c) pay for any expenditure commitments of the Subcontractor entered into before the Effective Date, unless this has been approved in writing by TCG.
- 4.3. The Subcontractor shall not spend any part of the funds on the delivery of the Project after the end of the Project without the prior written agreement of TCG.
- 4.4. Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Subcontractor to deliver the Project must be managed and paid for by the Subcontractor using other resources of Subcontractor. There will be no additional funding available from TCG for this purpose.
- 4.5. Upon the end of the Project or upon termination of this Agreement, any unused funds that total more than NOK 500 shall be repaid to TCG as soon as possible, and at the latest within three (3) months. The repayment shall include any interest which has not been used for the Project purposes, and other financial gain accrued on the funds.

## 5. EXCHANGE RATE FLUCTUATIONS

- 5.1. If the funds are converted into another currency, the exchange shall be made through a national or commercial bank unless otherwise approved by TCG.
- 5.2. If exchange rate fluctuations decrease the value of the funds to such an extent that this will have consequences for the implementation of the Project, the Subcontractor shall inform TCG as soon as possible.
- 5.3. If exchange rate fluctuations increase the value of the funds, the gain shall be treated as disbursed funds and used for Project purposes. Net surplus from conversion into foreign currency shall be subtracted from future disbursements or repaid as unused funds at the end of the Project, unless otherwise agreed between the Parties.

## 6. MONITORING AND REPORTING

- 6.1. Subcontractor shall closely monitor the delivery of the deliverables to ensure that the aims and objectives are being met in accordance with Schedule of Services and that this Agreement is being adhered to.
- 6.2. Subcontractor shall provide TCG with Quarterly Progress Reports, Financial Reports and Financial Forecasts within three (3) weeks of the end of each quarter using the provided templates.
- 6.3. The Financial Report shall be supported with evidence, including invoices, receipts, contracts, boarding passes and timesheets and as per Travel and Expenses Policy. Financial Reports and Timesheets must be certified by the Financial Director or other personnel with the equivalent status.
- 6.4. If Subcontractor is unable to meet the deadlines set out above, TCG shall be informed immediately

in writing.

## **7. CHANGES TO SUBCONTRACTOR'S SCHEDULE OF SERVICES**

- 7.1. Any significant deviations from or changes to Schedule of Services are subject to TCG's prior written approval. The same applies to significant changes to, or circumstances materially affecting, the Subcontractor's organisation.
- 7.2. Any significant deviations from or changes to Budget that imply reallocation of more than 5% of a budget line shall always be subject to TCG's prior written approval.

## **8. PROCUREMENT**

- 8.1. All procurement under the Project shall be completed in accordance with the Procurement Provisions set out in this Agreement.

## **9. ACKNOWLEDGMENT AND PUBLICITY**

- 9.1. Subcontractor shall acknowledge TCG in its annual report and accounts, and all publications and other materials issued in relation to the Project, including an acknowledgement of TCG and Grant Donor as the source of the Total funds Amount.
- 9.2. Subcontractor shall not publish any material referring to the Project or TCG without the prior written agreement of TCG. Approval from TCG shall be requested at least ten (10) days prior to publication.
- 9.3. Subcontractor shall acknowledge the support of TCG and Grant Donor in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by TCG) shall include TCG and Grant Donor's names and logos (or any future name or logo adopted by TCG and/or Grant Donor) using the templates and in accordance with any guidance provided by TCG from time to time.
- 9.4. In using TCG and Grant Donor's name and logo, Subcontractor shall comply with all reasonable branding guidelines issued by TCG and Grant Donor from time to time.
- 9.5. Subcontractor agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by TCG.
- 9.6. TCG or the Grant Donor may acknowledge the Subcontractor's involvement in the Project as appropriate without prior notice.
- 9.7. Subcontractor shall comply with all reasonable requests from TCG to facilitate visits, provide reports, statistics, photographs and case studies that will assist TCG in its promotional and fundraising activities relating to the Project.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1. TCG and Subcontractor agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either TCG or the Subcontractor before the Effective Date or developed by either party during the Total funds Period, shall remain the property of that party.
- 10.2. Where TCG has provided Subcontractor with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), Subcontractor shall, on

termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by TCG.

## 11. CONFIDENTIALITY

- 11.1. The parties must keep confidential any data, documents or other material (in any form) provided by the other party as confidential, (“Confidential Information”) and protect the other party’s Confidential Information from disclosure to third parties using the same degree of care it would use in protecting its own confidential information. The period of confidentiality can be extended beyond the duration of this Project by written agreement of the Parties.
- 11.2. The parties shall ensure that all employees, subcontractors, advisors and agents comply with any obligations of confidentiality outlined in this Clause 11
- 11.3. The confidentiality obligations no longer apply if:
- (a) the confidential information is necessary to perform under this Agreement (e.g. auditing);
  - (b) the disclosing party agrees to release the other party;
  - (c) the information was already known by the Subcontractor or is given to the Subcontractor without obligation of confidentiality by a third party that was not bound by the obligation of confidentiality;
  - (d) Subcontractor proves that the information was developed without the use of confidential information;
  - (e) the information becomes generally and publicly available, without breaching any confidentiality information;
  - (f) the disclosure of the information is required by European or national law.
- 11.4. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

## 12. FREEDOM OF INFORMATION

- 12.1. Subcontractor acknowledges that TCG is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 12.2. Subcontractor shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by TCG to enable

TCG to comply with its obligations under the FOIA and EIRs;

- (b) transfer to TCG all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) working days of receipt;
  - (c) provide TCG with a copy of all information belonging to TCG requested in the request for information which is in its possession or control in the form that TCG requires within five (5) working days (or such other period as TCG may reasonably specify) of the TCG's request for such information; and
  - (d) not respond directly to a request for information unless authorised in writing to do so by TCG.
- 12.3. Subcontractor acknowledges that TCG may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from Subcontractor. TCG shall take reasonable steps to notify Subcontractor of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) TCG shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

### 13. DATA PROTECTION

- 13.1. Subcontractor shall (and shall procure that any of its staff involved in connection with the activities under this Agreement shall) comply with any notification requirements under the General Data Protection Regulation (EU) 2016/679 ("GDPR") and both Parties will duly observe all of their obligations under the GDPR, which arise in connection with the Agreement.

### 14. BREACH OF THE AGREEMENT

- 14.1. TCG may, at its discretion, withhold or suspend payment of the funds and/or require repayment of all or part of the funds if:
- (a) Subcontractor fails to fulfil its obligations under this Agreement;
  - (b) if there is suspicion of financial irregularities;
  - (c) Subcontractor uses funds for purposes other than those for which it has been awarded;
  - (d) TCG considers that the Subcontractor has not made satisfactory progress with the delivery of the Project;
  - (e) Subcontractor is, in the reasonable opinion of TCG, delivering the Project in a negligent manner;
  - (f) Subcontractor obtains duplicate funding from a third party for the Project;
  - (g) Subcontractor obtains funding from a third party which, in the reasonable opinion of TCG, undertakes activities that are likely to bring the reputation of the Project or TCG into disrepute;
  - (h) Subcontractor ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

- (i) Subcontractor becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
  - (j) Subcontractor fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.
- 14.2. TCG may retain or set off any sums owed to it by the Subcontractor which have fallen due and payable against any sums due to the Subcontractor under this Agreement or any other agreement pursuant to which Subcontractor provides goods or services to TCG.
- 14.3. In the event of a material breach of this Agreement, TCG may terminate this Agreement with immediate effect, and/or claim repayment of all or parts of the funds.
- 14.4. Material breach of this Agreement shall include, without limitation, the following situations:
- (a) all or part of the funds have not been used in accordance with this Agreement and/or approved Schedule of Services and Budget;
  - (b) Subcontractor has made false or incomplete statements to obtain funds;
  - (c) the use of the funds has not been satisfactorily accounted for;
  - (d) Subcontractor has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality;
  - (e) Financial Irregularities, grave professional misconducts or illegal activity of any form have taken place by the Subcontractor or any of its cooperating partners;
  - (f) Subcontractor has failed to inform TCG of indication of financial irregularities within the Project in accordance with clause 14 of this Agreement;
  - (g) Subcontractor has changed legal personality without prior notification to TCG and the Grant Donor; and
  - (h) Subcontractor is bankrupt, being wound up or is having affairs administered by the courts or is subject to any analogous or corresponding procedure provided for under national legislation.
- 14.5. Should Subcontractor be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this funds Agreement it will notify TCG as soon as possible so that, if possible, and without creating any legal obligation, TCG will have an opportunity to provide assistance in resolving the problem or to take action to protect TCG and the Subcontractor's monies and reputation.
- 14.6. TCG may also suspend disbursements or terminate this Agreement with immediate effect if a material breach of another agreement between TCG and the Subcontractor has been established.

## 15. FINANCIAL IRREGULARITIES

- 15.1. Subcontractor is required to practise zero tolerance against corruption and other financial

irregularities within and related to the Project. The zero-tolerance policy applies to all staff members, consultants and other non-staff personnel and to cooperating partners and beneficiaries of the Subcontractor.

15.2. Financial irregularities refer to all kinds of:

- (a) corruption, including bribery, nepotism and illegal gratuities;
- (b) misappropriation of cash, inventory and all other kinds of assets;
- (c) financial and non-financial fraudulent statements;
- (d) all other use of the funds which are not in accordance with the Schedule of Services and Budget.

15.3. In order to fulfil the zero-tolerance requirement, the Subcontractor shall:

- (a) organise its operations and internal control systems in a way that financial irregularities are prevented and detected;
- (b) do its utmost to prevent and stop financial irregularities within and related to the Project;
- (c) require that all staff involved in, and any consultants, suppliers and contractors financed under the Project refrain from financial irregularities.

15.4. Subcontractor shall inform TCG immediately of any indication of financial irregularities in, or related to, the Project. Subcontractor shall provide TCG with an account of all the known facts and an assessment of how the matter should be followed up, including whether criminal prosecution or other sanctions are considered appropriate.

15.5. The matter will be handled by TCG in accordance with TCG's process for handling suspicion of financial irregularities. Subcontractor shall cooperate fully with TCG's investigation and follow-up. If requested by TCG, Subcontractor shall initiate prosecution and/or apply other sanctions against persons or entities suspected of financial irregularities.

15.6. TCG may claim repayment of all or parts of the funds if it finds that financial irregularities have taken place in or related to the Project. The repayment claim may also include any interest, investment income or any other financial gain obtained as a result of the financial irregularity.

## **16. CONFLICT OF INTEREST**

16.1. Subcontractor shall take all necessary precautions to avoid any conflicts of interest in all matters related to the Project.

16.2. Conflict of interest refers to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of Subcontractor is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.

16.3. If a conflict of interest occurs, Subcontractor shall, without delay, take all necessary measures to resolve the conflict, e.g. by replacing the person in question or by obtaining independent verification of the terms of the proposed decision or transaction.

16.4. If the conflict of interest cannot be resolved and/or if it relates to a decision or transaction of special

significance to the Project, the decision or transaction may not be concluded without the prior, written approval of TCG.

## 17. ANTI-DISCRIMINATION

- 17.1. Subcontractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.
- 17.2. Subcontractor shall take all reasonable steps to secure the observance of clause 15.1, Data Protection, by all servants, employees or agents of the Recipient and all suppliers and subcontractors engaged on the Project.

## 18. HUMAN RIGHTS

- 18.1. Subcontractor shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if Subcontractor were a public body (as defined in the Human Rights Act 1998).
- 18.2. Subcontractor shall undertake, or refrain from undertaking, such acts as TCG requests so as to enable TCG to comply with its obligations under the Human Rights Act 1998.

## 19. LIMITATION OF LIABILITY

- 19.1. TCG accepts no liability for any consequences, whether direct or indirect, that may come about from the Subcontractor running the Project, the use of the funds or from withdrawal of the funds.
- 19.2. Subcontractor shall indemnify and hold harmless TCG, its employees, agents, officers or subcontractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of Subcontractor in relation to the Project, the non-fulfilment of obligations of Subcontractor under this Agreement or its obligations to third parties.
- 19.3. Subject to clause 19.1, TCG's liability under this Agreement is limited to amount of this funds.

## 20. WARRANTIES

- 20.1. Subcontractor warrants, undertakes and agrees that:
  - (a) it has all necessary resources, approvals, powers and expertise to deliver (assuming due receipt of funds);
  - (b) it has not committed, nor shall it commit, any Prohibited Act;
  - (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify TCG immediately of any significant departure from such legislation, codes or recommendations;
  - (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
  - (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning Subcontractor which has been disclosed to TCG is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (i) it is not aware of anything in its own affairs, which it has not disclosed to TCG or any of the TCG's advisers, which might reasonably have influenced the decision of TCG to make the funds on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

## 21. INSURANCE

- 21.1. Subcontractor shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by Subcontractor, arising out of Subcontractor's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the "Required Insurances").
- 21.2. Subcontractor shall (on request) supply to TCG a copy of such insurance policies and evidence that the relevant premiums have been paid.

## 22. AMENDMENTS

- 22.1. This Agreement may be amended. Any such amendment must be agreed upon in writing between TCG and the Subcontractor and shall become an integral part of the Agreement.
- 22.2. Subcontractor shall inform TCG, without delay, of any circumstances that could likely hamper or delay the implementation of the Project.

## 23. TERMINATION

- 23.1. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.
- 23.2. Termination or expiry of this Agreement shall not release TCG or the Subcontractor from any liability arising from any act or omission that has taken place prior to such termination or expiry.
- 23.3. TCG shall be entitled to terminate this Agreement immediately by written notice to the Subcontractor and demand full or partial repayment of any amounts paid to the partner under this Agreement if:
  - (a) Subcontractor fails, without justification, to fulfil any of its obligations and, after giving written notice to comply with these obligations, still fails to do so or does not provide a satisfactory explanation within thirty (30) days of sending such notice; or
  - (b) Subcontractor commits a material breach, as outlined in clause 16.4, of any of the material terms of this Agreement or any Annex and (if such a breach is remedial) fails to remedy that breach within thirty (30) days of that Party being notified in writing of the breach; or

- (c) If the Subcontractor at any time becomes bankrupt, or has a receiving order made against it, or any partner or the partnership makes any composition or arrangement with or for the benefit of their creditors, or purports to do so.

23.4. Each of the Parties may terminate this Agreement on giving three (3) months' written notice should it be required to do so by financial restraints or for any other reason. During these three (3) months, the Subcontractor may only use funds to cover commitments that have been established before the date of notice of termination.

23.5. In the event that the Grant Donor terminates the main Grant Agreement with TCG, TCG reserves the right to terminate this Agreement by immediately notifying Subcontractor that the Project has been terminated. TCG shall only pay Subcontractor for the deliverables carried out up until the date of such notice of the termination.

## **24. ASSIGNMENT**

24.1. Subcontractor may not, without the prior written consent of TCG, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the funds. This shall not, however, prevent the transfer of parts of the funds to third parties.

## **25. WAIVER**

25.1. No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

## **26. NO PARTNERSHIP OR AGENCY**

26.1. This Agreement shall not create any partnership or joint venture between TCG and Subcontractor, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

## **27. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

27.1. This Agreement does not and is not intended to confer any contractual benefit on any person or party pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

## **28. GOVERNING LAW**

28.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## **29. TRANSFER OF THE SUBGRANT PROVISIONS TO SUBCONTRACTOR'S SUBCONTRACTORS/PARTNERS**

29.1. Transfer of all or part of the funds, including assets to subcontractors or partners of the Subcontractor, shall be documented through written agreement and shared with TCG. The agreement shall specify that the subcontractor or partner is required to comply with the provisions of this Agreement and to cooperate with the Subcontractor, to ensure that the Subcontractor is able to fulfil its obligations in this Agreement.

## **30. SIGNATURES**

30.1. By signing this Agreement, the Parties confirm that they agree to and are bound to all of the terms contained in this Agreement.

30.2. This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Executed by**

**Executed by**

**for and on behalf of the TCG**

**for and on behalf of the Subcontractor**

**Name**

**Name**

**Position**

**Position**

**Place**

**Place**

**Date**

**Date**

**DRAFT**