

## **Terms & Conditions**

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## AGREED TERMS

### 1. DEFINITIONS

<b>“BEIS”</b>	Department for Business, Energy and Industrial Strategy
<b>“Beneficiary”</b>	the organisation that receives the Grant Award
<b>“Bid”/ “Submission”/“Call Submission”</b>	is a response to this Call including bid documentation
<b>“Bidder”</b>	means an organisation that has submitted a Bid or multiple bids for grant funding against this Call
<b>“Bribery Act”</b>	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
<b>“Call Objective”</b>	as described in Part 1 of the Call
<b>“Call”</b>	is this process whereby Bidders respond to this Call
<b>“Commencement Date”</b>	as Stated in the attached bid documents
<b>“Governing Body”</b>	as Stated in the attached bid documents
<b>“Grant Activities”</b>	the activities that as defined in the Bid which are required to meet the Call Objectives
<b>“Grant Award Term”</b>	the period of time or term of the Grant Award, initiating from the date of the Grant Award
<b>“Grant Award Terms and Conditions”</b>	includes all of the terms and conditions referred to in this Call
<b>“Grant Award”</b>	means the execution of an agreement by the Grant Awarder by way of sending the Beneficiary an authorised purchase order

<b>“Grant”</b>	the sum that this Call relates
<b>“Grant Period”</b>	as Stated in the attached bid documents
<b>“In Country”</b>	means the country specified within the Call
<b>“Intellectual Property Rights”</b>	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
<b>“Know-How”</b>	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
<b>“Met Office Project Office”</b>	means the individuals responsible for monitoring and directing the WCSSP Programme
<b>“Partners”</b>	means organisations that are engaged with the Authority to meet the Project Aims
<b>“Programme”</b>	as described in Part 1 paragraph 2.4
<b>“Prohibited Act”</b>	means: <ul style="list-style-type: none"><li>(a) offering, giving or agreeing to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for:<ul style="list-style-type: none"><li>(i) 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 the Crown; or</li><li>(ii) showing or not showing favour or disfavour to any person in relation to this</li></ul></li></ul>

Agreement or any other contract with the Crown;

- (b) entering into this Agreement or any other contract with the Crown where a commission has been paid or has been agreed to be paid by the Beneficiary or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Met Office;
- (c) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Crown

**“Project Aims”/Project Objectives”**

as described in Part 1 of the Call

**“Project Manager”**

the individual who has been nominated to represent Met Office for the purposes of the project deliverables

**“Project”**

the project as stated in the attached bid documents

**“Research Package”**

is the Research Plan and associated activities which the grant is funding.

**“Research Plan”**

is the plan submitted by the Bidder against Call document Part 2

<b>“The Authority” / “Grant Awarder”</b>	means the Met Office
<b>“Work Package Leads”</b>	means the individual responsible for monitoring and directing the Work Package deliverables
<b>Working Day</b>	means Monday to Friday (inclusive) excluding bank or public holidays in England

## 2. PURPOSE OF GRANT

- 2.1 The Beneficiary shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of Met Office.
- 2.2 The Beneficiary shall not make any significant change to the scope of the Project without Met Office's prior written agreement.
- 2.3 The Beneficiary agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that Met Office is funding in full under this Agreement.
- 2.4 The Grant will not be used to fund activity that may be party-political in intention, use or presentation, nor to propagate a particular religion.
- 2.5 The Grant is used only for activities eligible as Official Development Assistance (“ODA”) in accordance with Call documentation Part 2.
- 2.6 The Beneficiary must collaborate and co-operate with:
- (a) Met Office and where relevant, the Department of Business Energy and Industrial Strategy;
  - (b) In country teams, including Newton Fund staff, Science & Innovation Network officers, Foreign & Commonwealth Office prosperity officers and any others involved in the Newton Fund WCSSP Programme.

## 3. PAYMENT OF GRANT

- 3.1 Subject to clause 13, Met Office shall pay the Grant to the Beneficiary quarterly, in arrears, upon satisfactory completion of the agreed delivery milestones in accordance with the deliverables set out in the Call documentation, subject to the necessary funds being available when payment falls due. The Beneficiary agrees and accepts that payments of the Grant

can only be made to the extent that Met Office has received e funds from BEIS.

- 3.2 No Grant shall be paid unless and until Met Office is satisfied that such payment has been be used for proper expenditure in the delivery of the Project and upon receipt of a properly authorised invoice together with a highlight report containing:
- (a) Authorised statement of expenditure incurred, providing a breakdown summary of main components of that spend;
  - (b) Summary of the activity undertaken to achieve the agreed milestone, with summary aligned to ODA compliance;
  - (c) Forecast of spend for the following period.
- 3.3 The amount of the Grant paid to the Beneficiary shall not be increased in the event of any overspend by the Beneficiary in its delivery of the Project.
- 3.4 The Beneficiary shall promptly repay to Met Office 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 Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Beneficiary.

#### **4. USE OF GRANT**

- 4.1 The Grant shall be used by the Beneficiary for the delivery of the Project in accordance with the agreed budget set out in the bid documents attached. For the avoidance of doubt, the amount of the Grant that the Beneficiary may spend on any item of expenditure listed shall not exceed the corresponding sum of money without the prior written agreement of Met Office.
- 4.2 Where the Beneficiary has obtained funding from a third party in relation to its delivery of the Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the bid submission together with a clear description of what that funding shall be used for. Where the funding is received during the term of this agreement, this information shall be provided within one month of the third party funding being agreed.
- 4.3 The Beneficiary shall not use the Grant to:
- (a) make any payment to members of its Governing Body;
  - (b) purchase buildings or land;

- (c) purchase assets with an initial cost of £5,000 or greater; and will have a residual value of £1,000 or greater at the end of the Project; or
- (d) pay for any expenditure commitments of the Beneficiary entered into before the Commencement Date,

unless this has been approved in writing by Met Office.

- 4.4 The Beneficiary shall not spend any part of the Grant on the delivery of the Project after the Grant Period unless this has been approved in writing by Met Office.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Beneficiary shall ensure that any unspent monies are returned to Met Office or, if agreed in writing by Met Office, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.6 Met Office will not be responsible for any liabilities arising at the end of the Project. There will be no additional funding available from Met Office for this purpose.

## **5. ACCOUNTS AND RECORDS**

- 5.1 The Grant shall be shown in the Beneficiary's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Beneficiary shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Beneficiary shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. Met Office shall have the right to review, at Met Office's reasonable request, the Beneficiary's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Beneficiary shall provide Met Office with a copy of its annual accounts within six (6) months (or such lesser period as Met Office may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Beneficiary shall comply and facilitate Met Office's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Met Office.

## **6. MONITORING AND REPORTING**

- 6.1 The Beneficiary shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Beneficiary shall provide Met Office with a progress report, highlighting progress to date towards the specified and agreed milestone every month, or at intervals otherwise agreed between the parties.
- 6.3 The Beneficiary shall provide Met Office with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter or as otherwise agreed; in line with investment milestones and in such formats as Met Office may reasonably require. The Beneficiary shall provide Met Office with each report within three months of the last day of the quarter to which it relates.
- 6.4 Where the Beneficiary has obtained funding from a third party for its delivery of part of the Project, the Beneficiary shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.5 Along with its first financial report, the Beneficiary shall provide Met Office with a risk register and insurance review in the format provided by Met Office. The Beneficiary shall address the health and safety of its staff in the risk register.
- 6.6 The Beneficiary shall on request provide Met Office with such further information, explanations and documents as Met Office may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.7 The Beneficiary shall permit any person authorised by Met Office such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Beneficiary's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.8 The Beneficiary shall permit any person authorised by Met Office for the purpose to visit the Beneficiary once every quarter to monitor the delivery of the Project. Where, in its reasonable opinion, Met Office considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.

- 6.9 The Beneficiary shall provide Met Office with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.
- 6.10 The Beneficiary shall inform Met Office promptly in writing of any cessation of work on the Project and of any event or circumstances likely to affect significantly the satisfactory completion of the Project.

**7. ACKNOWLEDGMENT AND PUBLICITY**

- 7.1 The Beneficiary shall acknowledge the Newton Fund Grants in its annual report and accounts, including an acknowledgement of the Newton Fund and Met Office in any publications or events associated with this grant.
- 7.2 The Beneficiary shall not publish any material referring to the Project or Met Office without the prior written agreement of Met Office. The Beneficiary shall submit material intended for publication, at least thirty (30) days in advance of submission for publication. The Met Office may require the Beneficiary to delay submission for publication, to modify the material in order to protect its Intellectual Property Rights and/or confidential information. Notification that the Met Office requires the Beneficiary to delay submission for publication or modify the publication, must be received by the Beneficiary within thirty (30) days after the receipt of the material by the Met Office (“Confidentiality Notice”). A delay imposed on submission on publication shall not last longer than it is necessary to address any protection issues and therefore shall not exceed one (1) month from the date of the Confidentiality Notice. The Beneficiary shall acknowledge the support of Met Office and Newton Fund 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 Met Office) shall include Met Office's and Newton Fund's name and logo (or any future name or logo adopted by Met Office and Newton Fund) using the templates provided by Met Office from time to time.
- 7.3 The Beneficiary agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by Met Office or and Newton Fund.
- 7.4 Met Office may acknowledge the Beneficiary's involvement in the Project as appropriate without prior notice.
- 7.5 The Beneficiary shall comply with all reasonable requests from Met Office to facilitate visits, provide reports, statistics, photographs and case studies that will assist Met Office in its promotional and fundraising activities relating to the Project.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Met Office and the Beneficiary 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 Met Office or the Beneficiary before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where Met Office has provided the Beneficiary with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), such Intellectual Property Rights may be subject to a separate licence agreement. The Beneficiary 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 Met Office.
- 8.3 Where the Beneficiary generates any Intellectual Property material under this Agreement (“Resulting IPR”) including but not limited to the final report and any interim reports and working papers ownership of such Intellectual Property shall be vested in the Beneficiary.
- 8.4 Beneficiary shall grant Met Office a perpetual, worldwide, non-exclusive, non-transferable licence to use, copy and adapt the any Resulting IPR for the purpose of delivering the primary aims of the WCSSP Programme (which shall include sharing with other Newton Delivery Partners and BEIS under the same restrictions), any other use will be subject to a separate licensing arrangement.
- 8.5 It is acknowledged that creation of new intellectual property must be consistent with a focus on the primary aim of the Project to address ODA requirements.

## **9. STATE AID**

- 9.1 The Beneficiary warrants that should this Grant to the Beneficiary be classified for State aid purposes/analysis (as defined in the Community Framework For State Aid For Research and Development and Innovation (2014/C 198/01), as replaced, supplemented, modified, amended and/or varied from time to time); the Beneficiary shall during the term of this Agreement notify Met Office of any changes to its State aid classification within five (5) business days of such change.
- 9.2 The Beneficiary shall:
- a. return to Met Office immediately such proportion of the Grant paid to the Beneficiary as the Met Office may specify in the event that the European

Commission adopts a decision that there has been a grant of illegal State aid to or misuse of State aid by the Beneficiary;

- b. provide such information as the relevant authority may reasonably require at any time to adhere to obligations in relation to State aid; and
- c. securely archive all records relating to the Services for a period of at least ten (10) years from the Termination Date.

## **10. CONFIDENTIALITY**

- 10.1 Subject to clause 11 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 10.2 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.

## **11. FREEDOM OF INFORMATION**

- 11.1 The Beneficiary acknowledges that Met Office is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (together the 'Disclosure Legislation') and shall assist and co-operate with Met Office (at the Beneficiary's expense) to enable Met Office to comply with these information disclosure requirements.
- 11.2 The Beneficiary shall:

- (a) transfer the request for information to Met Office as soon as practicable after receipt and in any event within two (2) Working Days of receiving a request for information;
  - (b) provide Met Office with a copy of all information in its possession or power in the form that Met Office requires within five (5) Working Days (or such other period as Met Office may specify) of Met Office requesting that information; and
  - (c) provide all necessary assistance as reasonably requested by Met Office to enable Met Office to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.
- 11.3 Met Office shall be responsible for determining at its absolute discretion whether the information:
  - (a) is exempt from disclosure in accordance with the provisions of the Disclosure Legislation;
  - (b) is to be disclosed in response to a request for information, and in no event shall the Beneficiary respond directly to a request for information unless expressly authorised to do so by Met Office.
- 11.4 The Beneficiary acknowledges that Met Office may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice ('the Code') on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose information:
  - (a) without consulting with the Beneficiary; or
  - (b) following consultation with the Beneficiary and having taken its views into account,

provided always that where clause 11.4(b) applies Met Office shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Beneficiary advanced notice, or failing that, to draw the disclosure to the Beneficiary's attention after any such disclosure.
- 11.5 The Beneficiary shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit Met Office to inspect such records as requested from time to time.
- 11.6 Where the Beneficiary is subject to the requirements of the Disclosure Legislation, Met Office will fully co-operate with the Beneficiary in requests regarding this Agreement, to ensure compliance with the statutory requirements and the obligations in this clause 11 shall apply mutatis mutandis to the Met Office.

## 12. DATA PROTECTION

The Beneficiary shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (**DPA**) and any other applicable data protection legislation.

## 13. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

13.1 Met Office's intention is that the Grant will be paid to the Beneficiary in full. However, without prejudice to Met Office's other rights and remedies, Met Office may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Beneficiary uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within six (6) months of the Commencement Date and the Beneficiary has failed to provide Met Office with a reasonable explanation for the delay within a time period agreed by the parties;
- (c) Met Office reasonably considers that the Beneficiary has not made satisfactory progress with the delivery of the Project;
- (d) the Beneficiary is, in the reasonable opinion of Met Office, delivering the Project in a negligent manner;
- (e) the Beneficiary obtains duplicate funding from a third party for the Project;
- (f) the Beneficiary obtains funding from a third party which, in the reasonable opinion of Met Office, undertakes activities that are likely to bring the reputation of the Project or Met Office into disrepute;
- (g) the Beneficiary provides Met Office with any materially misleading or inaccurate information;
- (h) the Beneficiary commits or committed a Prohibited Act;
- (i) any member of the Governing Body, employee or volunteer of the Beneficiary has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of Met Office, bring or are likely to bring Met Office's name or reputation into disrepute;
- (j) the Beneficiary 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);

- (k) the Beneficiary 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
- (l) the Beneficiary 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.

13.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Beneficiary (including any sum that the Beneficiary is liable to pay to Met Office in respect of any breach of the Agreement), Met Office may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Beneficiary under the Agreement or under any other agreement or contract with Met Office.

13.3 The Beneficiary shall make any payments due to Met Office without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

13.4 Should the Beneficiary 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 Agreement it will notify Met Office immediately so that, if possible, and without creating any legal obligation, Met Office will have an opportunity to provide assistance in resolving the problem or to take action to protect Met Office and the Grant monies.

#### **14. ANTI-DISCRIMINATION**

14.1 The Beneficiary 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.

14.2 The Beneficiary shall take all reasonable steps to secure the observance of clause 14.1 by all servants, employees or agents of the Beneficiary and all suppliers and sub-contractors engaged on the Project.

#### **15. HUMAN RIGHTS**

15.1 The Beneficiary 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 the Beneficiary were a public body (as defined in the Human Rights Act 1998).

- 15.2 The Beneficiary shall undertake, or refrain from undertaking, such acts as Met Office requests so as to enable Met Office to comply with its obligations under the Human Rights Act 1998.

## **16. LIMITATION OF LIABILITY**

- 16.1 Met Office accepts no liability for any consequences, whether direct or indirect, that may come about from the Beneficiary running the Project, the use of the Grant or from withdrawal of the Grant. The Beneficiary shall indemnify and hold harmless Met Office, its employees, agents, officers or sub-contractors 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 the Beneficiary in relation to the Project, the non-fulfilment of obligations of the Beneficiary under this Agreement or its obligations to third parties.
- 16.2 Subject to clause 16.1 and 16.4, Met Office's liability under this Agreement is limited to the value of the Grant.
- 16.3 Subject to clause 16.1 and 16.4, the Beneficiary's liability under this Agreement shall not extend to loss of business or profit or to any indirect damages or indirect losses arising out of any breach of this Agreement. The maximum liability of the Beneficiary to the Met Office is limited to the maximum level of the Beneficiary's insurance or £1,000,000 million, whichever is the greater.
- 16.4 Nothing in this Agreement limits or excludes either Party's liability for:
- (a) death or personal injury resulting from negligence; or
  - (b) any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

## **17. WARRANTIES**

The Beneficiary warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (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 Met Office 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 the Beneficiary which has been disclosed to Met Office 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 Met Office or any of Met Office's advisers, which might reasonably have influenced the decision of Met Office to make the Grant 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.

## **18. INSURANCE**

18.1 The Beneficiary shall effect and maintain with a reputable insurance company (or by way of self-insurance) a policy or policies in respect of all risks which may be incurred by the Beneficiary, arising out of the Beneficiary's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).

18.2 The Required Insurances referred to above include (but are not limited to):

- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
- (c) Professional indemnity insurance (or equivalent confirmation that the risk can be covered by the organization) with a limit of indemnity of

not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Project.

The Beneficiary shall (on request) supply to Met Office a copy of such insurance policies and evidence that the relevant premiums have been paid.

**19. DURATION**

19.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Beneficiary, whichever is longer.

19.2 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.

**20. TERMINATION**

Met Office may terminate this Agreement and any Grant payments on giving the Beneficiary one (1) months' written notice should it be required to do so by financial restraints or for any other reason.

**21. ASSIGNMENT**

The Beneficiary may not, without the prior written consent of Met Office, 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 Grant.

**22. WAIVER**

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.

**23. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next

Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

**24. DISPUTE RESOLUTION**

24.1 In the event of any complaint or dispute (which does not relate to Met Office's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Project Manager or any other individual nominated by Met Office from time to time and in the case of the Beneficiary the individual nominated by the Beneficiary from time to time.

24.2 Should the complaint or dispute remain unresolved within fourteen (14) days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of Met Office and the Chair/Chief Executive/Vice-Chancellor of the Beneficiary with an instruction to attempt to resolve the dispute by agreement within twenty-eight (28) days, or such other period as may be mutually agreed by Met Office and the Beneficiary.

24.3 In the absence of agreement under clause 24.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

**25. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between Met Office and the Beneficiary, 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.

**26. JOINT AND SEVERAL LIABILITY**

Where the Beneficiary is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Beneficiary shall be jointly and severally liable for the Beneficiary's obligations and liabilities arising under this Agreement.

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

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

**28. BASIS OF CONTRACT**

The terms of this Agreement shall apply and prevail over any inconsistent terms or conditions contained, or referred to in any of the following; the Beneficiaries invoice, acceptance of a purchase order or specification or any other document supplied by the Beneficiary, or implied by law, trade custom, practice or course of dealing.

**29. GOVERNING LAW**

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