



**Wilton Park**

**Dated: 16<sup>th</sup> May 2024**

**Wilton Park Executive Agency**

**and**

**Department for Food, Environment and Rural Affairs (DEFRA)**

**Event Funding Agreement**

**This Agreement** is made on 16<sup>th</sup> May 2024

**Between**

- (1) **Wilton Park Executive Agency**, an executive agency of the UK Foreign, Commonwealth and Development Office (FCDO), whose principal place of business is at Wiston House, Steyning, West Sussex, BN44 3DZ (**Wilton Park**).
- (2) **Department for Food, Environment and Rural Affairs (DEFRA)** whose registered office is at Seacole Building, 2 Marsham Street, London, SW1P 4DF (the **Funder**).

**Background**

- (A) The Funder has agreed to pay the Funding (as defined in Schedule 1) to Wilton Park to assist it in hosting and organising the Event (as defined in Schedule 1).
- (B) This agreement sets out the terms and conditions on which the Funding is made by the Funder to Wilton Park.

**Agreed terms**

**1. Definitions and interpretation**

The meaning of defined terms and rules of interpretation are given in Schedule 1.

**2. Commencement and duration**

This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 16.1.2, clause 17.1 or clause 22.5, for the Term when it shall terminate automatically without notice.

**3. Purpose and use of Funding**

3.1 Wilton Park shall use the Funding for the delivery of the Event and in accordance with the terms and conditions set out in this agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Funder.

3.2 Where Wilton Park intends to apply to a third party for other funding for the Event, it will use reasonable endeavours to promptly notify the Funder in advance of its intention to do so and, where such funding is obtained, it will, subject to any obligation of confidentiality which it owes that third party funder, provide the Funder with a summary setting out the amount and purpose of that funding.

3.3 Wilton Park shall not use the Funding to:

3.3.1 make any payment to members of its governing body or

3.3.2 purchase buildings or land.

3.4 Wilton Park will, when using Funding, seek to obtain value for money and shall act in a fair, open and non-discriminatory manner when buying goods and services relating to the Event, and shall charge the costs of such goods and services to the Event at cost price.

3.5 Regardless of the fact that the Event may have concluded, Wilton Park may spend part of the Funding on the delivery of the Event after its conclusion.

3.6 Should any part of the funding against costs obtained in 3.4 be unspent once all commitments relating to the Event have been paid, Wilton Park shall, if requested by the Funder, return unspent monies to the Funder, or otherwise Wilton Park shall be entitled to retain the unspent monies to use for events similar in nature to the Event.

**4. Payment of Funding**

4.1 The Funder will pay the Funding to Wilton Park in the amounts and on the dates shown in section 2 of Schedule 2. 20% of funding shall be paid on signing of this agreement in order to reserve the venue, dates and staffing for the event.

4.2 The Funder shall make payment of the Funding by way of electronic transfer to:

[REDACTED]

- 4.3 All sums payable under this agreement are exclusive of any VAT that may be payable by the Funder.
- 4.4 If a party fails to make any payment due to the other party under this agreement by the due date for payment, then, without limiting the other party's remedies under clause 16 the defaulting party shall pay interest on the overdue amount at the rate of 4% a year above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.
- 4.5 All payments due to Wilton Park shall be made without any set off, deduction or, subject to clause 20, withholding.
- 4.6 The Funder acknowledges and agrees that the actual costs of the Event may exceed the Budget if, by way of example only:
  - 4.6.1 there is a change in the number of participants;
  - 4.6.2 there are significant changes to the Event's programme and participant lists;
  - 4.6.3 there is a significant increase in Wilton Park's workload due to changing requirements;
  - 4.6.4 provision of a participant list with incomplete details; or
  - 4.6.5 the Funder requests a postponement and change of date for the Event.
- 4.7 Wilton Park will inform the Funder in advance of any circumstance which is likely to result in the costs of the Event exceeding the Budget, and shall not incur such costs without first giving the requisite notice.
- 4.8 The Funder shall, in addition to the Funding, pay to Wilton Park any sums incurred by Wilton Park which exceed the Budget. Wilton Park will raise an invoice in respect of these sums within 60 days of the Event and such invoice shall be payable by the Funder within 30 days of receipt.
- 4.9 Wilton Park shall repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise.

## **5. Rights**

- 5.1 From and including the Commencement Date and up to and including the conclusion of the Event, and subject to payment of the Funding, Wilton Park grants the Rights to the Funder.
- 5.2 All rights not expressly granted to the Funder under this agreement are reserved to Wilton Park.
- 5.3 The Funder will submit all promotional materials produced by it or on its behalf in exercise of the Rights to Wilton Park for its prior written approval, such approval not to be unreasonably withheld or delayed.
- 5.4 The Funder grants and Wilton Park accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use the Funder's name, logo, and other trademarks:
  - 5.4.1 during the Term for the delivery of the Rights; and
  - 5.4.2 in perpetuity to promote and exploit the Event in any media whether now known or yet to be invented (including on a website or mobile-device application) including by use on promotional material.

## **6. Obligations of the Funder**

- 6.1 The Funder undertakes to Wilton Park:

- 6.1.1 to exercise the Rights strictly in accordance with the terms of this agreement;
- 6.1.2 to provide to Wilton Park, at the Funder's sole cost and expense, all suitable material including artwork of the Funder's logos in a format and within print deadlines reasonably specified by Wilton Park for it to be reproduced under the control of Wilton Park for the fulfilment of the Rights;
- 6.1.3 not to do or permit anything to be done which might adversely affect the image and reputation of Wilton Park or Wiston House; and
- 6.1.4 to provide all reasonable assistance to Wilton Park in relation to the Event including but not limited to complying with all reasonable requests from Wilton Park to provide reports, statistics, photographs and case studies that will assist Wilton Park in its promotional and marketing activities relating to the Event.
- 6.2 The Funder has no right to sub-license, assign or otherwise dispose of any of the Rights without Wilton Park's prior written consent.
- 6.3 The Funder shall not engage in joint promotions with any third party in relation to the Event without Wilton Park's prior written consent.
- 6.4 The Funder shall pay all invoices within 30 days.

## **7. Obligations of Wilton Park**

- 7.1 Wilton Park shall:
  - 7.1.1 undertake those activities set out in section 4 of Schedule 2 (Statement of Work) with reasonable care and skill;
  - 7.1.2 organise and stage the Event in a professional manner and in accordance with the event management timeline as set out in section 5 of Schedule 2;
  - 7.1.3 where practical and where it considers appropriate to do so, participate in and co-operate with promotional activities relating to the Event that may be instigated and/or organised by the Funder; and

## **8. Accounting**

- 8.1 Wilton Park shall keep separate and up-to-date accounts and records of the receipt and expenditure of the Funding monies received by it, and it shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period of six years following receipt of any Funding monies to which they relate.
  - 8.1.1 The Funder shall have the right to review, at the Funder's reasonable request, Wilton Park's accounts and records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records. This excludes confidential information relating to Wilton Park employees.
- 8.2 Wilton Park shall use reasonable efforts to assist the Funder with its compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to the Funder.
- 8.3 Wilton Park shall, within two months of the Event concluding, provide the Funder with a final report which shall confirm whether the Event has been successfully and properly completed and shall state the balance of any unspent Funding monies (having provided for commitments not yet paid for but related to the Event) or the amount of the additional costs due from the Funder.
- 8.4 Wilton Park shall include an acknowledgement of the Funder as a source of funding in its annual report and accounts.

## **9. Intellectual Property Rights**

- 9.1 The Funder and Wilton Park agree that all rights, title and interest in or to any information, data, reports, documents, logos, names, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either the Funder or Wilton Park before the Commencement Date, or developed by either party during Term, shall remain the property of that party.

- 9.2 Save as otherwise provided for under clause 5.4, where a party has provided the other party with any of its Intellectual Property Rights for use in connection with the Event (including without limitation its name and logo), that other party 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 the first party.
- 9.3 All Intellectual Property Rights in and to any materials (including reports) produced for the Event by or on behalf of Wilton Park or jointly by Wilton Park and the Funder shall, with the exception of the Funder's name, logo and other trademarks, be the sole and exclusive property of Wilton Park and if the Funder acquires, by operation of law, title to any such Intellectual Property Rights it shall assign them to Wilton Park on request, whenever that request is made.

## 10. Warranties

- 10.1 Each party warrants and undertakes to the other that:
- 10.1.1 it is duly authorised to enter into this agreement and capable of complying with its obligations under this agreement; and
- 10.1.2 it shall comply with all Applicable Laws relevant to its performance of this agreement.
- 10.2 Wilton Park warrants to the Funder that:
- 10.2.1 subject to due receipt of the Funding, it has all necessary resources and expertise to deliver the Event;
- 10.2.2 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 Funding; and
- 10.2.3 it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Funding on the terms contained in this agreement.

## 11. Confidentiality

- 11.1 Each Party (the **Recipient**) undertakes that it shall not at any time during this agreement and for a period of five years after its termination disclose to any person any confidential information about the other party's (the **Discloser's**) business or affairs or about any other confidential matters relating to the Discloser which the Recipient may receive from the Discloser, or which the Recipient may otherwise obtain. For the purposes of this clause **confidential information** means any information or matter which is not in the public domain, and which relates to the affairs of the Discloser.
- 11.2 The restriction in clause 11.1 does not apply to:
- 11.2.1 any use or disclosure authorised by the Discloser or as required by law; or
- 11.2.2 any information which is already in, or comes into, the public domain otherwise than through the Recipient's unauthorised disclosure.
- 11.3 The Discloser reserves all rights in its confidential information.

## 12. Freedom of Information

- 12.1 The Funder acknowledges that Wilton Park is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 12.2 The Funder shall:
- 12.2.1 provide all necessary assistance and cooperation as reasonably requested by Wilton Park to enable Wilton Park to comply with its obligations under the FOIA and EIRs;
- 12.2.2 transfer to Wilton Park all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- 12.2.3 provide Wilton Park with a copy of all information belonging to Wilton Park requested in the request for information which is in its possession or control in the form that Wilton Park requires within 5 working days (or such other period as Wilton Park may reasonably specify) of Wilton Park's request for such information; and

- 12.2.4 not respond directly to a request for information unless authorised in writing to do so by Wilton Park.
- 12.3 The Funder acknowledges that Wilton Park may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Funder. Wilton Park shall take reasonable steps to notify the Funder 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 practical for it to do so but (notwithstanding any other provision in this agreement) Wilton Park 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.
- 12.4 If the Funder is subject to the requirements of the FOIA and the EIRs, clauses 12.2 and 12.3 shall apply to Wilton Park with the necessary changes having been made.

### 13. Data Protection

- 13.1 The following definitions apply in this clause 13:

**Agreed Purposes:** to prepare for, develop, and stage the Event; to promote the Event and its objectives; and, to provide for follow-up after the Event.

**Controller, processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Discloser:** a party that discloses Shared Personal Data to the other party.

**Data Protection Legislation:** 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 or any successor legislation and any other directly applicable European Union regulation relating to data protection and privacy.

**Permitted Recipients:** the parties to this agreement, the employees of each party, the FCDO, and any third parties engaged to perform obligations in connection with this agreement.

**Shared Personal Data:** the personal data to be shared between the parties under of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to those expressing an interest in or attending the Event:

- 13.1.1 Contact details such as name, address, phone number and email address;
- 13.1.2 Role / employment details such as role, title, and identity of employer, and
- 13.1.3 Other personal data such as gender, ethnicity, date of birth, nationality, country of residence and country of birth.
- 13.2 This clause 13 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 13.3 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 13.4 Each party shall:
- 13.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 13.4.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees.
- 13.4.3 process the Shared Personal Data only for the Agreed Purposes;

- 13.4.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 13.4.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 13.4.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 13.4.7 not transfer any personal data received from the Data Discloser outside the UK or EEA unless the transferor:
- (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
  - (b) ensures that (i) the transfer is to a country approved by UK Government or the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 13.5 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 13.5.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 13.5.2 promptly inform the other party about the receipt of any data subject access request;
- 13.5.3 provide the other party with reasonable assistance in complying with any data subject access request;
- 13.5.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 13.5.5 assist the other party, at the cost of the other party, 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;
- 13.5.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- 13.5.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- 13.5.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 13.5.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 13; and
- 13.5.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation.
- 13.6 Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## **14. Anti-Discrimination**

- 14.1 Neither party shall 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 Each party shall take all reasonable steps to secure the observance of clause 14.1 by its servants, employees or agents and its suppliers and sub-contractors engaged on the Event.

## 15. Human rights

- 15.1 Each party 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 or, in the case of the Funder which is not a public body (as defined in the Human Rights Act 1998), as if it were one.
- 15.2 The Funder shall undertake, or refrain from undertaking, such acts as Wilton Park requests so as to enable Wilton Park to comply with its obligations under the Human Rights Act 1998.

## 16. Event Cancellation

- 16.1 Wilton Park reserves the right to cancel the Event for any reason (including, without limitation, by reason of an Unforeseen Event). Wilton Park shall notify the Funder of the cancellation as soon as possible. The parties agree that:
- 16.1.1 Wilton Park shall not be in breach of this agreement by virtue of that cancellation or abandonment; and
- 16.1.2 on Wilton Park notifying the Funder of such cancellation this agreement shall automatically terminate and the provisions of clause 18 shall apply.

## 17. Termination

- 17.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 17.1.1 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 17.1.2 the other party commits an offence under the Bribery Act 2010; or
- 17.1.3 the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

## 18. Consequences of termination

- 18.1 On termination or expiry of this agreement:
- 18.1.1 the Rights granted by Wilton Park to the Funder under this agreement shall immediately terminate and revert to Wilton Park;
- 18.1.2 each party shall promptly return to the other any property of the other within its possession or control;
- 18.1.3 each party shall pay to the other any sums that are outstanding and to be accounted for under this agreement; and
- 18.1.4 any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.
- 18.2 On termination of this agreement by the Funder, and without prejudice to the other rights of the Funder under this agreement, the following termination refunds will apply:

Written notice received by Wilton Park	% Funding refunded
Three months before the first day of the Event	75%
Less than three months but more than or exactly two months before the first day of the Event	50%

Less than two months but more than or exactly one month before the Event	10%
Less than one month before the Event	0%

18.3 On termination of this agreement by Wilton Park, in accordance with clause 16, Wilton Park will refund the Funder any monies owed.

18.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 19. Limitation of liability

19.1 Nothing in this agreement shall limit or exclude a party's liability:

19.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

19.1.2 for fraud or fraudulent misrepresentation; or

19.1.3 any other liability which cannot be limited or excluded by applicable law; or

19.2 Subject to clause 19.1, under no circumstances shall a party be liable to the other for any of the following, whether in contract, tort (including negligence) or otherwise:

19.2.1 loss of revenue or anticipated revenue;

19.2.2 loss of savings or anticipated savings;

19.2.3 loss of business opportunity;

19.2.4 loss of profits or anticipated profits;

19.2.5 wasted expenditure; or

19.2.6 any indirect or consequential losses.

19.3 Subject to clause 19.1, Wilton Park's maximum aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this agreement shall be limited to the amount of the Funding.

## 20. Insurance

20.1 Wilton Park shall effect and maintain with a reputable insurance company a policy or policies in respect of:

20.1.1 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 Event; and

20.1.2 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 Event.

## 21. Withholding and suspension of Funding

21.1 Wilton Park acknowledges and agrees that the Funder may, having first given Wilton Park prior notice of its intention to do so, withhold or suspend payment of the Funding if:

21.1.1 Wilton Park uses the Funding for purposes other than those for which they have been awarded;

21.1.2 the delivery of the Event does not start as provided for in the Event Management Timeline set out in section 5 of Schedule 2 and Wilton Park has failed to provide the Funder with a reasonable explanation for the delay;

21.1.3 Wilton Park provides the Funder with any materially misleading or inaccurate information;

21.1.4 Wilton Park commits or committed an offence under the Bribery Act 2010;

21.1.5 any member of the governing body or employee of Wilton Park has (a) acted dishonestly and to the detriment of the Event or (b) taken any actions which, in the reasonable opinion of the Funder, bring the Funder's name or reputation into disrepute;

21.1.6 Wilton Park suffers the occurrence of any event set out in clause 17.1.3; or

21.1.7 Wilton Park commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

## **22. Unforeseen Events**

22.1 **Unforeseen Event** means any circumstance not within a party's reasonable control including, without limitation:

22.1.1 acts of God, flood, drought, earthquake or other natural disaster;

22.1.2 epidemic or pandemic;

22.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

22.1.4 nuclear, chemical or biological contamination or sonic boom;

22.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

22.1.6 collapse of buildings, fire, explosion or accident;

22.1.7 building works, ground works or projects undertaken by or at the request of Wilton Park's landlord (including any overruns to such works);

22.1.8 any labour or trade dispute, strikes, industrial action or lockouts;

22.1.9 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and

22.1.10 interruption or failure of utility service.

22.2 Provided it has complied with clause 22.4 and subject to clause 16, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by an Unforeseen Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

22.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

22.4 The Affected Party shall:

22.4.1 as soon as reasonably practicable after the start of the Unforeseen Event, notify the Funder of the Unforeseen Event, the date on which it started, its likely or potential duration, and the effect of the Unforeseen Event on its ability to perform any of its obligations under this agreement; and

22.4.2 use all reasonable endeavours to mitigate the effect of the Unforeseen Event on the performance of its obligations.

22.5 If the Unforeseen Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Unforeseen Event may terminate this agreement by giving one month's written notice to the Affected Party.

## **23. Notices**

23.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand, or sent by pre-paid first-class post or other next working day delivery service at the address shown on the first page of this agreement, or sent by email to an email address previously notified in writing to the other party in accordance with this clause 23.

23.2 Any notice shall be deemed to have been received:

23.2.1 if delivered by hand, on signature of a delivery receipt;

- 23.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- 23.2.3 if sent by fax or email before 4pm on a Business Day on that Business Day, or otherwise on the next Business Day.

23.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **24. Dispute Resolution**

24.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**), then the parties shall follow the procedure set out in this clause:

24.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, representatives of each party with authority to settle the Dispute shall attempt in good faith to resolve it; and

24.1.2 if the representatives are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation. Unless otherwise agreed between the parties within 60 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed between the parties, the mediation will start not later than 30 days after the date of the ADR notice.

24.2 No party may commence any court proceedings under clause 25.9 in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

24.3 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or ceases to participate in the mediation before the expiry of that 60 day period, or the mediation terminates before the expiry of that 60 day period, the Dispute shall be finally resolved by the courts of England in accordance with clause 25.9.

## **25. General**

25.1 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.

25.2 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 this agreement.

25.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

25.4 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

25.5 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25.6 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement. Further, if one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the

parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 25.7 This agreement (together with any other documents referred to in it) 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. 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 25.8 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.
- 25.9 The parties irrevocably submit to the exclusive jurisdiction of the English courts with regards to any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

The parties entered into this agreement on the date stated at the beginning of it.

## Schedule 1

### 1. Definitions and interpretation

1.1 In this agreement the following terms shall have the following meanings:

**Applicable laws:** the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the exercise of the parties' rights or the performance of their obligations under this agreement.

**Budget:** the estimated total cost of the Event as shown in section 2 of Schedule 2.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** the date identified as such in section 1 of Schedule 2.

**Event:** the event to be hosted by Wilton Park and to be funded by the Funder, key details of which are set out in section 1 of Schedule 2.

**FCDO:** the Foreign, Commonwealth and Development Office.

**Funding:** the sum set out in section 2 of Schedule 2, which the Funder is to contribute as funding for the Event and which is to be paid to Wilton Park in accordance with this agreement.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.

**Rights:** the various rights granted by Wilton Park, as set out in section 3 of Schedule 2.

**Term:** the term of this agreement as set out in section 1 of Schedule 2.

**Unforeseen Event:** has the meaning given in clause 22.1.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns.

1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.7 A reference to **writing** or **written** includes fax and email.

1.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.9 References to clauses and the Schedules are to the clauses and the Schedules of this agreement and references to sections are to sections of the Schedules.

1.10 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## Schedule 2

### 1. The Event

<b>Event</b>	Transformative change for international biodiversity protection: the role of gender equality and social inclusion   WP3425		
<b>Purpose:</b>	This event will explore practical measures at global, national and local level to ensure that women, girls, and marginalised groups are at the heart of efforts to tackle the global biodiversity crisis.		
<b>Date(s) of event:</b>	[REDACTED]		
<b>Participants</b>			
<b>No:</b>	50	<b>Expertise</b>	Expert practitioner
<b>Drawn from:</b>	Participation will be drawn from policy makers and leaders from the Global South, climate finance donors and delivery partners, women's and Indigenous People's rights activists and academics.		
<b>Term</b>	The period from and including February 2024 ( <b>Commencement Date</b> ) up to and including 6 December 2024.		

### 2. Funding

<b>Funding available:</b>	[REDACTED]		
<b>First payment</b>	[REDACTED]	<b>Due date:</b>	Signature date
<b>Final payment</b>	[REDACTED]	<b>Due date:</b>	[REDACTED]
<b>Budget</b>	[REDACTED]		

### 3. Rights

<b>Use of Wilton Park name and logo</b>	The non-exclusive right to use (subject to Wilton Park's reasonable approval and terms of use) the Wilton Park name and logo in relation to the Funder's exercise of the Rights and in all promotional activity undertaken by the Funder and previously approved by Wilton Park in relation to the Funder's exploitation of the Rights.
<b>Speaking opportunity</b>	A speaking opportunity at a plenary session at the Event
<b>Branding</b>	<p>Special mention in opening and closing remarks</p> <p>Logo/mention on the Event documentation (programme, name of Funder will be mentioned as an associate to the Event on the first page of the programme booklet, report)</p> <p>Company profile in post-Event report</p> <p>The Funder's logo on the Event website.</p>
<b>Additional rights</b>	<p>The following additional rights:</p> <p>the right to place approved amounts of previously agreed content on the official Event website;</p> <p>a hypertext link from the Funder's website situated at (insert website address) to the official Event website;</p>

