



Memorandum of Agreement

Peak District Moors Breeding Bird Survey

2018

Contract Reference: ECM_52066

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THIS AGREEMENT is made on 20 April 2018

BETWEEN

- (1) **NATURAL ENGLAND** of Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX ("**Natural England**"); and
- (2) **PEAK DISTRICT NATIONAL PARK AUTHORITY** of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE ("**Partner**").

BACKGROUND

- (A) This Agreement between Natural England and the Partner is for the purpose of undertaking a landscape scale survey of breeding birds on the moorlands of the Peak District during the 2018 season.
- (B) This Agreement sets out the principles which shall govern the relationship between Natural England and the Partner including their respective obligations and rights.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, a reference to:

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

"Delivery Profile" means the detailed timetable for outputs in Appendix 1.

"Natural England Data" means the data text drawings diagrams images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:

- a) supplied to the Partner by or on behalf of Natural England; or
- b) which the Partner is required to generate, process, store or transmit pursuant to the Agreement; or
- c) any personal data for which Natural England is the data controller.

"Agreement" means this document, including all schedules and appendices hereto. Any schedule or appendix is an integral part of this Agreement and shall be interpreted accordingly.

A **"Party"** means any party to this Agreement individually and **"Parties"** refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;

“Project” means the project which this Agreement is intended to deliver.

2. PRINCIPLES OF THE RELATIONSHIP

- 2.1 The Parties shall work together in delivering the Project and in particular shall perform their respective obligations to the timetables set out in the schedule.
- 2.2 The Partner warrants and agrees that in providing any services or in fulfilling any obligation or dealing with and administering funds under this Agreement it will ensure it is fully compliant with EU and public sector procurement regulations and incorporate best practice principles.
- 2.3 The Parties will be responsible for providing the personnel, accommodation, equipment and services needed to deliver their obligations to the Project. These include – line management of staff provided, training of those staff and volunteers, equipment, employer health and safety obligations, paying staff salaries, on costs, expenses, sick pay, pension, maternity, redundancy or other payments to which the staff and volunteers may be entitled.

None of the Parties shall be entitled to impose any duties or responsibilities on other Parties beyond the terms and conditions of this Memorandum.

3. DURATION

- 3.1 This Agreement shall be effective from the date of its execution and shall continue until 31st March 2019 subject to earlier termination in accordance with paragraph 19.

4. RESOURCES

- 4.1 The Parties shall provide such resources identified in the schedule as being their responsibility to so provide.
- 4.2 If any of the individuals named as a resource being provided by a Party is unavailable for whatsoever reason, that Party shall offer an alternative member of staff with equivalent skill sets to the reasonable satisfaction of the other Party.

5. FUNDING ARRANGEMENTS

- 5.1 The Parties shall provide the following funding amounts in accordance with the payment dates identified in Appendix 1:

| | |
|------------|----------------------|
| ██████████ | ██████████ |
| ██████████ | ████████████████████ |

- 5.2 The amounts set out in paragraph 5.1 shall be inclusive of all taxes which may be payable in relation to the Project from time to time.

- 5.3 Payment will be made on satisfactory completion of the work and receipt of a correct and valid invoice. The original invoice must be sent to the accounts department in Newport **quoting the order number**. The address for submitting original invoices is:

SSCL
Natural England
P.O. Box 793
Newport
NP10 8FZ

- 5.4 Natural England by providing funding does not incur any responsibilities or liability as an employer, either of the project officer or anyone else who is involved in the work of the Project as resources supplied by the Partner.
- 5.5 Payment of Natural England's contribution will only be made on satisfactory service and compliance with deliverables in Appendix 1.

6. DISTINCTIVE RESPONSIBILITIES OF NATURAL ENGLAND

The financial contributions will be made against delivery of the specific outputs and outcomes set out in the schedule and delivery profile in Appendix 1.

Provide a named representative [REDACTED] to be the Natural England Project Officer for the agreement, who will be responsible for managing the agreement for its duration, and monitoring and reporting delivery according to the Delivery Profile. The Natural England Project Officer will attend project steering group meetings to steer and monitor delivery of the agreement.

The Natural England Project Officer will undertake a review every four weeks with the Partner of progress towards meeting the outputs of the Project and ensure documented evidence of reported progress is provided to Natural England.

The Natural England Project Officer will review the success of the Project at the end of the Agreement and ensure there is a final report of overall delivery against the Delivery Profile.

7. DISTINCTIVE RESPONSIBILITIES OF THE PARTNER

Provide the outputs set out in the schedule and the Delivery Profile in Appendix 1.

Provide the Resources in section 3 of the schedule. Provide a named representative [REDACTED] who will be responsible for ensuring the delivery, monitoring and reporting of the outputs in the schedule and Appendix 1. Attend steering group meetings.

Project manage the Breeding Bird Survey Project by managing project tasks, tracking project progress and spend. Be responsible for the administration and

financial management of the project. Maintain detailed project income and expenditure accounts and related documentation such as invoices.

Procure contractors to carry out the survey work through the National Park Authority's procurement process and manage the contractor's relationship with Natural England, land owners and managers.

Identify and use reasonable endeavours to raise additional funds to pay for management and analysis costs following completion of the project.

Engage with the landowning and land managing community to garner support for the survey to improve the chance's of the survey's success.

Publicise in a method determined by the Partner the survey before, during and after to raise awareness of the project.

With the prior agreement of Natural England, finalise the survey methodology and survey area to reflect the outputs contains in the Delivery Profile.

In the original agreed scope of the project Natural England were responsible for acquiring all permissions to survey. A scope change was required for the Partner to deliver this work due to resource limitations. The Partner has agreed to deliver this work on a cost basis. The Partner will use its reasonable endeavours (in the context of the constrained timescales of the scope change) to obtain permissions from land owners and land managers to the performance of the bird breeding survey.

Use reasonable endeavours to resolve access issues during the survey in conjunction with Natural England.

Proof read the survey report before it is finalised at the end of August, to ensure it delivers the outputs identified in the Delivery Profile.

Provide brief documented evidence of progress at the end of each fortnight (first report 20th April 2018) and at the end of the Agreement in a format agreed with the Natural England Project Officer.

Ensure appropriate records are kept and these records are available for audit purposes if necessary.

8. FUTURE SERVICES

- 8.1 On or before completion of the Project, the Parties shall act reasonably in agreeing ongoing service delivery and support or, if applicable, co-operate to arrange a third party to so deliver the ongoing service and/or support.

9. FURTHER ASSURANCE

- 9.1 Natural England and the Partner shall promptly execute and deliver all such documents and do all such things as may from time to time be reasonably required for the purpose of giving full effect to the provisions of this Agreement.

10. VARIATION AND WAIVER

- 10.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 10.2 No delay by Natural England in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

11. SUCCESSORS AND ASSIGNS

- 11.1 The agreements reached between Natural England and the Partner pursuant to this Agreement shall continue for the benefit of Natural England's successors and assigns.
- 11.2 The Partner cannot assign, sub-contract or in any other way dispose of the Agreement or any part of it to any person, firm or company without the prior written consent of Natural England .

12. NOTICES

- 12.1 Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each Party required to receive the notice or communication as set out below:

1. Natural England (project officer): [REDACTED] Mail Hub, Natural England, County Hall, Spetchley Road, Worcester WR5 2NP; [REDACTED]
2. Natural England; (procurement officer): [REDACTED], Mail Hub, Natural England, County Hall, Spetchley Road, Worcester WR5 2NP; [REDACTED]
3. Partner (project officer): [REDACTED] Moors for the Future, Moorland Centre, Fieldhead, Edale Derbyshire S33 0ZA [REDACTED]

or as otherwise specified by the relevant Party by notice in writing to each other Party.

- 12.2 Any notice or other communication shall be deemed to have been duly received:
- 12.2.1 if delivered personally, when left at the address and for the attention of the contact referred to in clause 12.1; or
 - 12.2.2 if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the second Business Day after posting; or
 - 12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

- 12.3 A notice or other communication required to be given under this Agreement shall not be validly given if sent by e-mail.
- 12.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. NATURAL ENGLAND DATA

- 13.1 The Partner shall not delete or remove any proprietary notices contained within or relating to any Natural England Data.
- 13.2 The Partner shall not store, copy or disclose or use the Natural England Data except as necessary for the performance by the Partner of its obligations under this Agreement or as otherwise expressly authorised in writing by Natural England.
- 13.3 To the extent that the Natural England Data is held and/or processed by the Partner, the Partner shall supply that Natural England Data to Natural England as requested by Natural England in the format specified in the request.
- 13.4 The Partner shall take responsibility for preserving the integrity of Natural England Data and preventing the corruption or loss of Natural England Data.
- 13.5 The Partner shall perform secure back-ups of all Natural England Data and shall ensure that up to date back-ups are stored off-site and in accordance with any business continuity and disaster recover plan Natural England have in place or requires the Partner to have in place. The Partner shall ensure that such back-ups are available to Natural England at all times upon request and are delivered to Natural England at no less than 3 monthly intervals or as requested by Natural England .
- 13.6 The Partner shall ensure that any system on which the Partner holds any Natural England Data, including back-up data, is a secure system that complies with any security policy of Natural England and that it has in place appropriate technical and organisational measures to ensure the security of the same.
- 13.7 If the Natural England Data is corrupted, lost or sufficiently degraded as a result of the Partner's Default so as to be unusable, Natural England may:
- 13.7.1 require the Partner (at the Partner's expense) to restore or procure the restoration of Natural England Data to the extent and in accordance with the requirements specified by Natural England; and/or
 - 13.7.2 itself restore or procure the restoration of Natural England Data and shall be repaid by the Partner any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified by Natural England.
- 13.8 If at any time the Partner suspects or has reason to believe that Natural England Data has or may become corrupted, lost or sufficiently degraded in any way for any reason then the Partner shall notify Natural England immediately and inform Natural England of the remedial action the Partner proposes to take.

14. RIGHT TO PUBLISH

- 14.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. All Parties shall be responsible for determining in their absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Parties hereby give their consent for the other Parties to publish the Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.
- 14.2 The Parties may consult with each other to inform their decision regarding any exemptions but the publishing Partner shall have the final decision in its absolute discretion.
- 14.3 The Parties shall assist and cooperate with each other to enable the publishing Partner to publish this Agreement

15. CONFIDENTIALITY

- 15.1 Both Parties acknowledge that pursuant to this Agreement they will each disclose Confidential Information to the other. In consideration of the provision of such Confidential Information, each Party undertakes to the other:
- 15.1.1 to keep secret and confidential all Confidential Information disclosed to it, (including its employees, agents or advisers) by or on behalf of the other in relation to the agreement or the business of the other Party which is of a confidential nature and not to use such Confidential Information for any purpose other than for the purposes of this Agreement; and
 - 15.1.2 not to disclose to any third party (other than its professional advisers or as required by law or any competent regulatory authority) any such Confidential Information other than that which comes into the public domain other than by breach of the undertakings contained in this clause 15.
- 15.2 These confidentiality undertakings shall subsist indefinitely so far as permissible by law.
- 15.3 The obligations of confidentiality set out in this clause 15 shall not apply to information already known to either Party (other than through a breach of a confidentiality undertaking), information in the public domain or information required to be disclosed by law.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 All intellectual property rights in any information or material introduced by one Party to the other Party pursuant to this Agreement shall remain the property of the Party that owned such intellectual property rights prior to such introduction. The Partner

shall grant Natural England a non-exclusive licence to use, publish and enable others to use all such pre-existing information and materials supplied under this Agreement, including any intellectual property rights in the same, in perpetuity.

- 16.2 The Partner grants Natural England an irrevocable non-exclusive licence to any of its existing intellectual property rights as are necessary for Natural England to make use of the Project's deliverables including any arising intellectual property rights and for Natural England to allow others to make use of the Project's deliverables including any arising intellectual property rights.
- 16.3 Any new or future intellectual property rights arising from or as a result of the Project shall be owned jointly by the Partner and Natural England.
- 16.4 The Parties shall do, or procure to be done, all such further acts and things and the execution of all such other documents as may from time to time be required for the purpose of ensuring all new and future intellectual property rights arising from the Project vest in the other.
- 16.6 The Partner agrees to waive any moral rights in the intellectual property pursuant to this clause 16, and agrees not to institute, support or maintain or permit any action or claim to the effect that any treatment, exploitation or use of such intellectual property rights or other materials, infringes its moral rights.

INFORMATION

- 17.1 Both Parties acknowledge that they are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and both Parties shall assist and co-operate with the other Party as necessary to comply with these requirements.
- 17.2 In responding to a request for information, including information in connection with the Project, both Parties will use reasonable endeavours to consult with the other Party. Notwithstanding this the Parties acknowledge that the other Party may disclose information without consultation, or following consultation with the other Party having taken its views into account.
- 17.3 The Parties shall ensure that all information produced in the course of the Project or relating to the Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable the other Party to respond to a request for information within the time for compliance and shall permit the other Party to inspect such records as requested from time to time.
- 17.4 Both Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

18. LIABILITY

- 18.1 Natural England's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:

- 18.1.1 for non-payment of funding, to the amount unpaid; or
- 18.1.2 for any other type of liability, to the amount of funding unpaid under this Agreement.

18.2 The Partner's total liability arising under, or in connection with, this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to one million pounds or ten times the total funding amounts specified in clause 5.1 whichever is the lower amount.

18.3 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979.

18.4 Subject to clause 18.3, neither Party will be liable to the other Party for:

- 18.4.1 any indirect, special or consequential loss or damage; or
- 18.4.2 any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

19. TERMINATION

19.1 Without prejudice to any other rights or remedies which either Party may have, either Party may terminate this Agreement by giving [one] months' written notice to the other.

19.2 Either Party may terminate the Agreement by notice in writing with immediate effect with no liability to the other Party where:

- 19.2.1 the other Party undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the Agreement or the Project; or
- 19.2.2 the other Party becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or
- 19.2.3 the other Party is guilty of any fraud or dishonesty or acts in any manner which in the opinion of the other Party brings or is likely to bring the either Party into disrepute or is materially adverse to the interests of either Party; or
- 19.2.4 the other Party suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the other Party ceases to trade.

20. CONSEQUENCES OF TERMINATION

- 20.1 On termination of the Agreement each Party shall:
- 20.1.1 return the pre-existing information or materials to the Party that provided the information; and
 - 20.1.2 repay any unused sums (less any monies contractually committed to be paid) at the date of termination to the Parties in the percentage in which the Party had contributed in accordance with clause 5 above.
- 20.2 Any sums payable in accordance with this clause 20 shall only be payable by the Parties if they would have been payable in accordance with this Agreement if it had not been terminated.

21. RECONCILIATION OF DISAGREEMENT

- 21.1 Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:
- 21.1.1 the dispute shall in the first instance be referred to Natural England's project officer or manager in the organisation of similar standing and the Partner's Chief Executive officer for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;
 - 21.1.2 if the dispute cannot be resolved in accordance with 21.1.1 above within ten business days after such referral, or within any other period agreed between the Parties, then the dispute shall be referred to Natural England Procurement Team for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;
 - 21.1.3 if the dispute has not been resolved following a referral in accordance with 21.1.2 the Parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

22. ANNOUNCEMENTS

- 22.1 The Parties shall not make, or permit any person to make, any public announcement concerning the Project (whether before, at or after completion) except as required by law or with the prior written consent of the other Party.
- 22.2 In accordance with government restrictions on marketing and advertising expenditure by public bodies, no part of the funding provided by Natural England may be used for such activities.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 23.1 The Parties do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

24. GOVERNING LAW

- 24.1 This Agreement and all disputes or claims arising out of or in connection with the activities of the Parties in delivering the Project shall be governed by and construed in accordance with the law of England.

25. ELECTRONIC SIGNATURE

- 25.1 Acceptance of the award of this MOA will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.
- 25.2 Acceptance of the offer comprised in this Agreement must be made **within [7] days** and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("**Bravo**").
- 25.3 No other form of acknowledgement will be accepted.

PROJECT SCHEDULE

Peak District Moors Breeding Bird Survey 2018

1. PROJECT DESCRIPTION

This is a partnership project between Natural England and Moors for the Future the purpose of which is:

To successfully organize and deliver a moorland breeding bird survey of all the open moorland within the Peak District Moors SPA to the standard specification for this type of survey and culminating in a report (descriptive and geographically literate) of the species, their location, behavior and number such that estimates of the frequency and distribution of moorland breeding birds within the area can be described and assessed.

2. OBJECTIVES OF THE COLLABORATION BETWEEN THE PARTIES

The objectives of the collaboration between (the Parties) for the period April – September 2018 (optional extension of 3 months) are set out below, with specific outputs and outcomes identified in the Delivery Profile in Appendix 1:
Natural England will supply funding for the bird survey and details of ownership to enable contact and permission to be secured and will provide technical support and approval of the finished survey report.

Moors for the Future will supply communication with stakeholders and obtain access permissions, issue publicity and provide contact with Survey Team (contractors) and will accept the report.

3. RESOURCES

██████████ Research and Monitoring Officer 0.5 fte (0.25 fte on this project)

4. TIMETABLES AND REPORTING

- 4.1 Specific outputs for the agreement and formats and timescales for their delivery are set out in the Delivery Profile in Appendix 1. The Delivery profile identifies staff in the partner organisation Peak District National Park Authority and in Natural England who are responsible for reporting progress towards delivery.
- 4.2 Documented evidence in the form of a quarterly report or minutes of a meeting detailing progress, should be provided to the Natural England project officer. A final written report detailing delivery against outputs and final accounts (spend) should be provided to the Natural England project officer by the 30th September 2018
- 4.3 The Delivery profile also sets out the payment milestones against specific elements or stages of the output delivery.

5. SUSTAINABILITY

Natural England works hard to protect our natural environment, not just out in the field but in our offices and daily operations as well.

England is a land of rich and varied beauty and we work hard to protect it. This beauty is threatened by climate change. As an environmental organisation, we must demonstrate our credibility by reducing, where practicable, our own travel and estate carbon emissions.

This Project forms part of our wider work and as such is included in the effort to reduce our environmental impact. In any final report being produced from the results of this Project, please provide information on how the project contributed to Natural England's sustainability objectives, including any consideration given to the environmental impact whilst undertaking this project, whether this be through travel or an assessment of potential impacts on sensitive environmental sites prior to starting any activity under this agreement.

Also when Partners are using outside contractors to carry out some of the work in the agreement, consideration should be given to the specification as to whether appropriate sustainability issues are included such as, including FSC certified timber, the reduction of carbon footprint, biosecurity measures etc. The following sustainability criteria should be used as part of the Partner's evaluation criteria, and the information supplied by the contractor, included in the final project report:

Operational Sustainability – Explain what your organisation is doing to incorporate sustainability within its operations? This may include steps to reduce your carbon footprint.

Environmental Management – Detail your approach to assessment of any environmental impact that may arise as a result of undertaking this contract. This may include operational measures to reduce emissions and noise impacts, efficient energy use, efficient use of raw materials, minimisation of waste and minimisation of disturbance and disruption to sensitive wildlife.

Transport - How will you minimise the need for transport? This may include promoting green travel plans for employees, car sharing and minibuses; use of cleaner fuels for transport; holding meetings via telecom where appropriate.

6. PROJECT RISKS AND DEPENDENCIES

6.1 Natural England's Project Officer and the Partner will draw up a risk register which identifies key risks which could affect delivery under this Agreement and who is responsible for managing the risk. The risk register will be reviewed as appropriate. A Risk Management Plan will be maintained for individual key risks by the appropriate person and organisation, which will ensure the risk is managed between reviews.

6.2 Persons responsible for managing and reporting on these dependencies are:

██████████ Natural England Project Officer

██████████ Peak District National Park Authority Project Officer

APPENDIX 1

DELIVERY PROFILE FOR Peak District Moors Bird Survey PROJECT (2018)

| Objective | Outcome | Output | Actions required by partner or Natural England to deliver output & staff responsible for delivery and reporting | Date for completion of output | Payment milestone £ and date |
|--|---|--|---|--|---|
| Commission specialist survey of open moorland in Peak District Moors SPA including relevant consultation and access permissions. | Accurate data on the frequency and distribution of key bird species across the SPA. | Technically competent and geographically literate report of the data | <p>Partner to commission specialist survey of open moorland in Peak District Moors SPA including relevant consultation and access permissions</p> <p>To promote the aims of the project; to confirm details of the area for survey; to ensure consistency through final training/calibration of survey effort; to reasonably endeavor to obtain all necessary permissions; to ensure survey progress over 12 week fieldwork process; to verify the survey data and other outputs;</p> | The field survey should be completed by end of June, the report should be submitted by 30th September 2018 | <p>Payment of</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>submission of interim report subject to final report after that date. Final instalment to be paid on agreement between parties that the report meets requirements. Final payment must be after delivery is complete.</p> |

