

Veolia and Peterson Community Fund - Terms and Conditions

1. Definitions

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

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

“Governing Body”: your governing body including directors or trustees.

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

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

“Prohibited Act” offering, giving or agreeing to give to any servant of Veolia or Peterson any gift or consideration for any kind as an inducement or reward for:

- (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 Veolia or Peterson; or
- (ii) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with Veolia or Peterson;
- (iii) under the Bribery Act;
- (iv) under legislation creating offences in respect of fraudulent acts; or
- (v) at common law in respect of fraudulent acts in relation to this agreement or any other contract with Veolia or Peterson.

2. Purpose of the Grant

- 2.1. The grant shall be provided to you upon project(s) being evaluated against its benefit to the local environment and community.
- 2.2. In order to benefit from the grant, you must be not-for-profit and appropriately constituted.
- 2.3. Grants for a single project shall be limited to once every two years.
- 2.4. You shall use the grant only for the delivery of the projects and in accordance with the terms and conditions as set out in this agreement.
- 2.5. The grant shall not be used for any other purpose without the prior written consent of Veolia and Peterson.

3. Payment of Grant

- 3.1. Payment of the grant shall be made via a cheque payment in the sum of £1,000 made out in your name.
 - 3.2. No grant shall be paid unless and until Veolia and Peterson are satisfied that such payment will be used for proper expenditure in the delivery of the project and that such project is located within Lerwick or the Shetland Islands.
 - 3.3. You shall promptly repay to Veolia and 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 has been paid or where grant monies have been paid in error before all conditions attaching to the grant have been complied with by you.
4. Use of Grant
- 4.1. The grant shall be used by you for the delivery of the project(s) for which you received the grant.
 - 4.2. You shall not use the grant to:
 - 4.2.1. make any payment to members of your Governing Body;
 - 4.2.2. to purchase buildings or land; or
 - 4.2.3. pay for any expenditure commitments entered into by you before obtaining the grant, unless this has been approved in writing by Veolia and Peterson.
5. Accounts and Records
- 5.1. The grant shall be shown in your accounts as a restricted fund and shall not be included under general funds.
 - 5.2. You 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. Veolia and Peterson shall have the right to review, at their reasonable request, your accounts and records that relate to the expenditure of the grant and shall have the right to take copies of such accounts and records.
 - 5.3. You shall provide Veolia and Peterson with a copy of your annual accounts upon request within six months (or such lesser period as Veolia and Peterson may reasonably require) of the end of the relevant financial year in which the grant is paid.
 - 5.4. You shall comply and facilitate Veolia's and Peterson's compliance with all statutory requirements as regards accounts, annual reports and annual returns applicable to itself and Veolia and Peterson.
6. Monitoring and Reporting
- 6.1. You shall permit any person authorised by Veolia or Peterson such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating your fulfilment of the conditions of this agreement and shall, if so required, provide appropriate oral or written explanations from them.
 - 6.2. You shall permit any person authorised by Veolia or Peterson for the purpose to visit you upon request to monitor the delivery of the

project(s). Where, it is in Veolia's or Peterson's reasonable opinion, that additional visits are necessary to monitor the project(s), they shall be entitled to authorise any person to make such visits on their behalf.

7. Acknowledgement and Publicity.

- 7.1. You shall acknowledge the grant in your annual report and accounts, including an acknowledgement of Veolia and Peterson as the source of the grant.
- 7.2. You shall not publish any material referring the Veolia or Peterson without their prior written agreement. Should agreement be provided, you shall acknowledge the support of Veolia and Peterson in any materials that refer to the project(s) and in any written or spoken public presentations about the project(s). Such acknowledgements shall include Veolia's and Peterson's name and logo (or any future name or logo adopted by said parties) using the templates provided by them from time to time.
- 7.3. In using Veolia's and Peterson's name and logo, you shall comply with all reasonable branding guidelines issued by them from time to time.
- 7.4. You agree to participate in and co-operate with the promotional activities relating to the project(s) that may be instigated and/or organised by Veolia or Peterson.
- 7.5. Veolia or Peterson may acknowledge your involvement in the project(s) as appropriate upon notice prior notice to you.
- 7.6. You shall comply with all reasonable requests from Veolia and Peterson to facilitate visits, provide reports, statistics, photographs and case studies that will assist Veolia and Peterson in their promotional and fundraising activities relating to the project(s).

8. Intellectual Property Rights

- 8.1. Veolia, Peterson and you, 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 Veolia, Peterson or you before the issuing of the grant or developed by either party after issuing of the grant shall remain the property of that party.
- 8.2. Where Veolia or Peterson have provided you with any of their Intellectual Property Rights for use in connection with the project(s) (including without limitation its names and logos), you 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 Veolia or Peterson (in respect of their individual Intellectual Property Rights).

9. Confidentiality

- 9.1. 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.

9.2. 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:

9.2.1. 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;

9.2.2. 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

9.2.3. 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.

10. Data Protection¹.

10.1. You shall (and procure that any of your staff involved in connection with the activities under this agreement) shall comply with any notification requirements under the Data Protection Act 1998 ("DPA") and the parties will duly observe all their obligations under the DPA, which arise in connection with this agreement.

11. Withholding, Suspending and Repayment of Grant

11.1. Veolia's and Peterson's intention is that the grant will be paid to you in full. However, without prejudice to the Veolia's and Peterson's other rights and remedies, they may at their discretion withhold or suspend payment of the grant and/or require repayment of all or part of the grant if:

11.1.1. you use the grant for purposes other than those for which they have been awarded;

11.1.2. the delivery of the project(s) does not start within 6 months of the date the grant was issued and you have failed to provide the Veolia and Peterson with a reasonable explanation for the delay;

11.1.3. Veolia and Peterson considers that you have not made satisfactory progress with the delivery of the project(s);

11.1.4. you, in the reasonable opinion of Veolia and Peterson, are delivering the project(s) in a negligent manner;

11.1.5. you obtain funding from a third party which, in Veolia's and Peterson's reasonable opinion, undertakes activities that are likely to bring the reputation of the project(s) or Veolia or Peterson into disrepute;

11.1.6. you provide Veolia and Peterson with any materially misleading or inaccurate information;

11.1.7. you commit or committed a Prohibited Act;

- 11.1.8. any member of your Governing Body, employee or volunteer has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the project(s) or (b) taken any actions which, in the reasonable opinion of Veolia and Peterson, bring or are likely to bring Veolia's and Peterson's name or reputation into disrepute;
- 11.1.9. you cease to operate for any reason, or pass 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);
- 11.1.10. you become insolvent, or are declared bankrupt, or placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due; or
- 11.1.11. you fail to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 11.2. Veolia and Peterson may retain or set off any sums owed to it by you which have fallen due and payable against any sums due to you under this agreement or any other agreement pursuant to which you provide goods or services to Veolia and/or Peterson.
- 11.3. You shall make any payments due to Veolia and/or Peterson without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 11.4. Should you be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the project(s) or compliance with this agreement you will notify Veolia and Peterson as soon as possible so that, if possible, and without creating any legal obligation, Veolia and Peterson will have an opportunity to provide assistance in resolving the problem or to take action to protect their respective organisations and the grant monies.

12. Anti-Discrimination

- 12.1. you 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.
- 12.2. You shall take all reasonable steps to secure the observance of clause 12.1 by all servants, employees or agents and all suppliers and sub-contractors engaged by you on the project(s).

13. Limitation of Liability

- 13.1. Veolia and Peterson accept no liability for any consequences, whether direct or indirect, that may come about from your running the project(s), the use of the grant or from withdrawal of the grant. You shall indemnify and hold harmless Veolia and Peterson, their respective 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 your actions and/or omissions in relation to the project(s), the non-fulfilment of your obligations under this agreement or its obligations to third parties.

13.2. Subject to clause 13.1, Veolia's and Peterson's liability under this agreement is limited to the payment of the grant.

14. Warranties

14.1. You warrant, undertakes and agrees that:

14.1.1. you have all necessary resources and expertise to deliver the project(s) (assuming due receipt of the grant);

14.1.2. you have not committed, nor shall it commit, any Prohibited Act;

14.1.3. you shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Veolia and Peterson immediately of any significant departure from such legislation, codes or recommendations;

14.1.4. you 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(s);

14.1.5. you have and shall keep in place adequate procedures for dealing with any conflicts of interest;

14.1.6. you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

14.1.7. all financial and other information concerning you which have been disclosed to Veolia and Peterson is to the best of its knowledge and belief, true and accurate;

14.1.8. you are 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; and

14.1.9. you are not aware of anything in your own affairs, which it has not disclosed to Veolia and Peterson or any of their respective advisers, which might reasonably have influenced the decision of Veolia and Peterson to make the grant on the terms contained in this agreement.

15. Termination

15.1. Veolia and Peterson may terminate this agreement and any grant payments on giving you three months' written notice should it be required to do so by financial restraints or for any other reason.

16. Assignment

16.1. You may not, without the prior written consent of the Veolia and Peterson, 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(s), transfer or pay to any

other person any part of the grant.

17. Waiver

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

18. Notices

18.1. 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 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.

19. No Partnership or Agency

19.1. This agreement shall not create any partnership or joint venture between the Veolia, Peterson and you, 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.

20. Joint and Several Liability

20.1. In the event you are not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who manage this agreement on your behalf shall be jointly and severally liable for your obligations and liabilities arising under this agreement.

21. Contracts (Rights of Third Parties) Act 1999

21.1. 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.

22. Governing Law

22.1. 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.

23. Definitions

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

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

“Governing Body”: your governing body including directors or trustees.

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

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

“Prohibited Act” offering, giving or agreeing to give to any servant of Veolia or Peterson any gift or consideration for any kind as an inducement or reward for:

- (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 Veolia or Peterson; or
- (ii) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with Veolia or Peterson;
- (iii) under the Bribery Act;
- (iv) under legislation creating offences in respect of fraudulent acts; or
- (v) at common law in respect of fraudulent acts in relation to this agreement or any other contract with Veolia or Peterson.

24. Purpose of the Grant

- 24.1. The grant shall be provided to you upon project(s) being evaluated against its benefit to the local environment and community.
- 24.2. In order to benefit from the grant, you must be not-for-profit and appropriately constituted.
- 24.3. Grants for a single project shall be limited to once every two years.
- 24.4. You shall use the grant only for the delivery of the projects and in accordance with the terms and conditions as set out in this agreement.
- 24.5. The grant shall not be used for any other purpose without the prior written consent of Veolia and Peterson.

25. Payment of Grant

- 25.1. Payment of the grant shall be made via a cheque payment in the sum of £1,000 made out in your name.
- 25.2. No grant shall be paid unless and until Veolia and Peterson are satisfied that such payment will be used for proper expenditure in the delivery of the project and that such project is located within Lerwick or the Shetland Islands.
- 25.3. You shall promptly repay to Veolia and 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 has been

paid or where grant monies have been paid in error before all conditions attaching to the grant have been complied with by you.

26. Use of Grant

26.1. The grant shall be used by you for the delivery of the project(s) for which you received the grant.

26.2. You shall not use the grant to:

26.2.1. make any payment to members of your Governing Body;

26.2.2. to purchase buildings or land; or

26.2.3. pay for any expenditure commitments entered into by you before obtaining the grant, unless this has been approved in writing by Veolia and Peterson.

27. Accounts and Records

27.1. The grant shall be shown in your accounts as a restricted fund and shall not be included under general funds.

27.2. You 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. Veolia and Peterson shall have the right to review, at their reasonable request, your accounts and records that relate to the expenditure of the grant and shall have the right to take copies of such accounts and records.

27.3. You shall provide Veolia and Peterson with a copy of your annual accounts within six months (or such lesser period as Veolia and Peterson may reasonably require) of the end of the relevant financial year in which the grant is paid.

27.4. You shall comply and facilitate Veolia's and Peterson's compliance with all statutory requirements as regards accounts, annual reports and annual returns applicable to itself and Veolia and Peterson.

28. Monitoring and Reporting

28.1. You shall permit any person authorised by Veolia or Peterson such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating your fulfilment of the conditions of this agreement and shall, if so required, provide appropriate oral or written explanations from them.

28.2. You shall permit any person authorised by Veolia or Peterson for the purpose to visit you upon request to monitor the delivery of the project(s). Where, it is in Veolia's or Peterson's reasonable opinion, that additional visits are necessary to monitor the project(s), they shall be entitled to authorise any person to make such visits on their behalf.

29. Acknowledgement and Publicity.

29.1. You shall acknowledge the grant in your annual report and accounts, including an acknowledgement of Veolia and Peterson as the source of the grant.

29.2. You shall not publish any material referring the Veolia or Peterson

without their prior written agreement. Should agreement be provided, you shall acknowledge the support of Veolia and Peterson in any materials that refer to the project(s) and in any written or spoken public presentations about the project(s). Such acknowledgements shall include Veolia's and Peterson's name and logo (or any future name or logo adopted by said parties) using the templates provided by them from time to time.

- 29.3. In using Veolia's and Peterson's name and logo, you shall comply with all reasonable branding guidelines issued by them from time to time.
 - 29.4. You agree to participate in and co-operate with the promotional activities relating to the project(s) that may be instigated and/or organised by Veolia or Peterson.
 - 29.5. Veolia or Peterson may acknowledge your involvement in the project(s) as appropriate upon notice prior notice to you.
 - 29.6. You shall comply with all reasonable requests from Veolia and Peterson to facilitate visits, provide reports, statistics, photographs and case studies that will assist Veolia and Peterson in their promotional and fundraising activities relating to the project(s).
30. Intellectual Property Rights
- 30.1. Veolia, Peterson and you, 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 Veolia, Peterson or you before the issuing of the grant or developed by either party after issuing of the grant shall remain the property of that party.
 - 30.2. Where Veolia or Peterson have provided you with any of their Intellectual Property Rights for use in connection with the project(s) (including without limitation its names and logos), you 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 Veolia or Peterson (in respect of their individual Intellectual Property Rights).
31. Confidentiality
- 31.1. 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.
 - 31.2. 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:
 - 31.2.1. 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;
- 31.2.2. 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
- 31.2.3. 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.

32. Data Protection

- 32.1. You shall (and procure that any of your staff involved in connection with the activities under this agreement) shall comply with any notification requirements under the Data Protection Act 1998 ("DPA") and the parties will duly observe all their obligations under the DPA, which arise in connection with this agreement.

33. Withholding, Suspending and Repayment of Grant

- 33.1. Veolia's and Peterson's intention is that the grant will be paid to you in full. However, without prejudice to the Veolia's and Peterson's other rights and remedies, they may at their discretion withhold or suspend payment of the grant and/or require repayment of all or part of the grant if:
 - 33.1.1. you use the grant for purposes other than those for which they have been awarded;
 - 33.1.2. the delivery of the project(s) does not start within 6 months of the date the grant was issued and you have failed to provide the Veolia and Peterson with a reasonable explanation for the delay;
 - 33.1.3. Veolia and Peterson considers that you have not made satisfactory progress with the delivery of the project(s);
 - 33.1.4. you, in the reasonable opinion of Veolia and Peterson, are delivering the project(s) in a negligent manner;
 - 33.1.5. you obtain funding from a third party which, in Veolia's and Peterson's reasonable opinion, undertakes activities that are likely to bring the reputation of the project(s) or Veolia or Peterson into disrepute;
 - 33.1.6. you provide Veolia and Peterson with any materially misleading or inaccurate information;
 - 33.1.7. you commit or committed a Prohibited Act;
 - 33.1.8. any member of your Governing Body, employee or volunteer has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the project(s) or (b) taken any actions which, in the reasonable opinion of Veolia and Peterson, bring or are likely to bring Veolia's and Peterson's name or reputation into disrepute;
 - 33.1.9. you cease to operate for any reason, or pass 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);
- 33.1.10. you become insolvent, or are declared bankrupt, or placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due; or
- 33.1.11. you fail to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 33.2. Veolia and Peterson may retain or set off any sums owed to it by you which have fallen due and payable against any sums due to you under this agreement or any other agreement pursuant to which you provide goods or services to Veolia and/or Peterson.
- 33.3. You shall make any payments due to Veolia and/or Peterson without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 33.4. Should you be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the project(s) or compliance with this agreement you will notify Veolia and Peterson as soon as possible so that, if possible, and without creating any legal obligation, Veolia and Peterson will have an opportunity to provide assistance in resolving the problem or to take action to protect their respective organisations and the grant monies.
- 34. Anti-Discrimination
 - 34.1. you 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.
 - 34.2. You shall take all reasonable steps to secure the observance of clause 12.1 by all servants, employees or agents and all suppliers and sub-contractors engaged by you on the project(s).
- 35. Limitation of Liability
 - 35.1. Veolia and Peterson accept no liability for any consequences, whether direct or indirect, that may come about from your running the project(s), the use of the grant or from withdrawal of the grant. You shall indemnify and hold harmless Veolia and Peterson, their respective 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 your actions and/or omissions in relation to the project(s), the non-fulfilment of your obligations under this agreement or its obligations to third parties.
 - 35.2. Subject to clause 13.1, Veolia's and Peterson's liability under this agreement is limited to the payment of the grant.
- 36. Warranties
 - 36.1. You warrant, undertakes and agrees that:

- 36.1.1. you have all necessary resources and expertise to deliver the project(s) (assuming due receipt of the grant);
- 36.1.2. you have not committed, nor shall it commit, any Prohibited Act;
- 36.1.3. you shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Veolia and Peterson immediately of any significant departure from such legislation, codes or recommendations;
- 36.1.4. you 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(s);
- 36.1.5. you have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 36.1.6. you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 36.1.7. all financial and other information concerning you which have been disclosed to Veolia and Peterson is to the best of its knowledge and belief, true and accurate;
- 36.1.8. you are 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; and
- 36.1.9. you are not aware of anything in your own affairs, which it has not disclosed to Veolia and Peterson or any of their respective advisers, which might reasonably have influenced the decision of Veolia and Peterson to make the grant on the terms contained in this agreement.

37. Termination

- 37.1. Veolia and Peterson may terminate this agreement and any grant payments on giving you three months' written notice should it be required to do so by financial restraints or for any other reason.

38. Assignment

- 38.1. You may not, without the prior written consent of the Veolia and Peterson, 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(s), transfer or pay to any other person any part of the grant.

39. Waiver

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

40. Notices

- 40.1. 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 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.

41. No Partnership or Agency

41.1. This agreement shall not create any partnership or joint venture between the Veolia, Peterson and you, 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.

42. Joint and Several Liability

42.1. In the event you are not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who manage this agreement on your behalf shall be jointly and severally liable for your obligations and liabilities arising under this agreement.

43. Contracts (Rights of Third Parties) Act 1999

43.1. 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.

44. Governing Law

44.1. 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.