

Material Focus Electricals Recycling Fund Contract Grant Form



1. INFORMATION FOR RECIPIENT	
<ul style="list-style-type: none"> This Grant Form is used to enter into a Contract between JTAC and the Recipient (together the "parties") under which: (a) JTAC agrees to pay the Grant to the Recipient; and (b) the Recipient agrees to use the Grant to undertake the Material Focus Electricals Recycling Fund Project. When both parties complete and sign this Grant Form, the parties have a legally binding contract incorporating the attached terms and conditions. 	
2. RECIPIENT'S DETAILS	
Recipient	
Registered address	
3. COMMERCIAL TERMS	
Start Date	
End Date	
Grant	£
4. PROJECT MANAGER CONTACT INFORMATION	
Recipient's Project Manager	
JTAC's Project Manager	Scott Butler
	scott@materialfocus.org.uk
SIGNATURE	
I confirm I have read and agree to the terms and conditions in this document.	
Signed for and on behalf of JTAC: Signed..... Name..... Position..... Date.....	Signed for and on behalf of Recipient: Signed..... Name..... Position..... Date.....

Material Focus Electricals Recycling Fund Contract Terms and Conditions



1. INTERPRETATION

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

Applicable Laws: all applicable national, supranational or local laws (including case law), legislation, European regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law.

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.

End Date: means the "end date" set out on the Grant Form.

Environmental Information Regulations: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the amount set out as the Grant in the Grant Form, to be paid to the Recipient in accordance with this Contract.

Grant Form: means the grant form preceding these terms and conditions, which together with these terms and conditions forms the Contract.

Grant Period: the period for which the Grant is awarded starting on the Start Date and ending on the End Date.

Information: has the meaning given under section 84 of FOIA.

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

JTAC: means Joint Trade Associations (Contracts) Limited, a company registered in England and Wales with registered number

09146340 and its registered office at Belle House, 1 Hudsons Place, Unit 2 Platform 1 Victoria Mainline Station, London, SW1V 1JT.

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 Material Focus Electricals Recycling Fund, design, development, manufacture, use or sale.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of JTAC any gift or consideration of 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 Contract or any other contract with JTAC; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with JTAC;
- (b) entering into this Contract or any other contract with JTAC where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to JTAC;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Contract or any other contract with JTAC; or
- (d) defrauding or attempting to defraud or conspiring to defraud JTAC.

Project Manager: the individual from each party nominated as the "project manager" on the Grant Form.

Recipient: means the Recipient set out in the Grant Form.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

Material Focus Electricals Recycling Fund Project: the project described in Schedule 1 (Project Description) and as described in the

Material Focus Electricals Recycling Fund Contract

Terms and Conditions



separate application form submitted by the Recipient for the same Material Focus Electricals Recycling Fund Project.

Start Date: means the “start date” set out on the Grant Form.

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Material Focus Electricals Recycling Fund Project and in accordance with the terms and conditions set out in this Contract. The Grant shall not be used for any other purpose without the prior written agreement of JTAC.
- 2.2 The Recipient shall not make any significant change to the Material Focus Electricals Recycling Fund Project without JTAC's prior written agreement.
- 2.3 Where the Recipient intends to apply to a third party for other funding for the Material Focus Electricals Recycling Fund Project, it will notify JTAC in advance of its intention to do so and, where such funding is obtained, it will provide JTAC with details of the amount and purpose of that funding. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Material Focus Electricals Recycling Fund Project or any related administration costs that JTAC is funding in full under this Contract.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 11, JTAC shall pay the Grant to the Recipient in accordance with Appendix A and Appendix B of Schedule 2 Budget and Payment Schedule (Budget and payment schedule), subject to the necessary funds being available when payment falls due. Unless agreed otherwise by the parties, invoices will be submitted by the Recipient for the milestones shown in Appendix B of Schedule 2 Budget and Payment Schedule, 1 month in advance.
- 3.2 The Recipient agrees and accepts that payments of the Grant can only be made to the extent that JTAC has available funds. In the event that JTAC is unable, or considers that it will be unable, due to lack of funds to pay the Grant to the Recipient in accordance with Schedule 2 (Budget and payment schedule), it shall provide the Recipient with as much notice as is reasonable in the circumstances.
- 3.3 No Grant or part thereof shall be paid unless and until JTAC is satisfied that such payment will be used for proper expenditure in the delivery of the Material Focus Electricals Recycling Fund Project and/or in accordance with the Project Budget set out at Schedule 2, Appendix A.

- 3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Material Focus Electricals Recycling Fund Project.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of JTAC.
- 3.6 All invoices submitted by the Recipient to JTAC will quote the following:
- (a) The milestone; and
 - (b) The amount of payment requested; and
 - (c) The Recipient's bank details; and
 - (d) The Contract and/or Project Reference.
- 3.7 Subject to compliance by the Recipient with the terms of this Grant JTAC will pay invoices within twenty (20) working days of being satisfied that payment is due and owing, and a satisfactory invoice has been received. The Recipient will provide JTAC with receipts and/or purchase orders to evidence the invoice claim values.
- 3.8 The Recipient shall promptly repay to JTAC any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for the delivery of the Material Focus Electricals Recycling Fund Project in accordance with the agreed budget set out in Schedule 2 (Budget). For the avoidance of doubt, the amount of the Grant that the Recipient may spend on any item of expenditure listed shall not exceed the stated sum without the prior written agreement of JTAC.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Material Focus Electricals Recycling Fund Project (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in Schedule 2 (Budget) together with a clear description of what that funding shall be used for.
- 4.3 The Recipient shall not use the Grant to:
- (a) make any payment to members of its Governing Body;

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- (b) purchase buildings, land or motor vehicles of any kind (whether outright or through a hire purchase scheme); or
- (c) pay for any expenditure commitments of the Recipient entered into before the Start Date,

unless this has been approved in writing by JTAC. The Parties acknowledge that the Recipient may use part of the Grant to lease a motor vehicle if such leasing is consistent with the Material Focus Electricals Recycling Fund Project.

- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Material Focus Electricals Recycling Fund Project after the Grant Period.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to JTAC or, if agreed in writing by JTAC, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.6 Any liabilities arising at the end of the Material Focus Electricals Recycling Fund Project including any redundancy liabilities for staff employed by the Recipient to deliver the Material Focus Electricals Recycling Fund Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from JTAC for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.2 The Recipient 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 (6) years following receipt of any Grant monies to which they relate. JTAC shall have the right to review, at JTAC's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.3 The Recipient shall provide JTAC with a copy of its annual accounts within six (6) months (or such lesser period as JTAC may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid, if requested to do so by JTAC.
- 5.4 The Recipient shall comply with and facilitate JTAC's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and JTAC.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Material Focus Electricals Recycling Fund Project throughout the Grant Period to ensure that the aims and objectives of the Material Focus Electricals Recycling Fund Project are being met and that this Contract is being adhered to.
- 6.2 The Recipient shall provide JTAC with a financial report and an operational report on its use of the Grant and delivery of the Material Focus Electricals Recycling Fund Project at least once during every quarter and in such formats as JTAC may reasonably require. The operational report may be required at more regular intervals, such as monthly. The Recipient shall provide JTAC with each report within one month of the last day of the quarter to which it relates. Such reporting may additionally take place during meetings between the parties.
- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Material Focus Electricals Recycling Fund Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 Along with its first quarterly financial report, the Recipient shall provide JTAC with a risk register and, where requested by JTAC, an insurance review in the format provided by JTAC. The Recipient shall address the health and safety of its staff in the risk register.
- 6.5 The Recipient shall on request provide JTAC with such further information, explanations and documents as JTAC may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Contract.
- 6.6 The Recipient shall permit any person authorised by JTAC such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Contract and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Recipient shall permit any person authorised by JTAC for the purpose to visit the Recipient once every quarter to monitor the delivery of the Material Focus Electricals Recycling Fund Project. Where, in its reasonable opinion, JTAC considers that additional visits are necessary to monitor the Material Focus Electricals Recycling Fund Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.8 The Recipient shall provide JTAC with a final report on completion of the Grant Period

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which shall confirm whether the Material Focus Electricals Recycling Fund Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of JTAC as the source of the Grant.
- 7.2 The Recipient shall not a) publish any material referring to the Material Focus Electricals Recycling Fund Project or JTAC or b) discuss or disclose with any third party any element of the Material Focus Electricals Recycling Fund Project without the prior written agreement of JTAC. The Recipient shall acknowledge the support of JTAC in any materials that refer to the Material Focus Electricals Recycling Fund Project and in any written or spoken public presentations about the Material Focus Electricals Recycling Fund Project. Such acknowledgements (where appropriate or as requested by JTAC) shall include JTAC's name and logo (or any future name or logo adopted by JTAC) using the templates provided by JTAC from time to time.
- 7.3 In using JTAC's name and logo (or any future name or logo adopted by JTAC), the Recipient shall comply with all reasonable branding guidelines issued by JTAC from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Material Focus Electricals Recycling Fund Project that may be instigated and/or organised by JTAC.
- 7.5 JTAC may acknowledge, publicise and/or promote the Recipient's involvement in the Material Focus Electricals Recycling Fund Project, including as part of a wider campaign, as appropriate without prior notice or approval.
- 7.6 The Recipient shall comply with all reasonable requests from JTAC to facilitate visits, provide reports, statistics, photographs and case studies that will assist JTAC in its promotional and fundraising activities relating to the Material Focus Electricals Recycling Fund Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 JTAC and the Recipient 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 JTAC or the Recipient before the Start Date shall remain the property of that party.
- 8.2 Where JTAC has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Material Focus Electricals Recycling Fund Project (including without

limitation its name and logo), the Recipient shall, on termination of this Contract, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by JTAC.

- 8.3 Any Intellectual Property created by the Recipient in order to deliver or in delivering the Material Focus Electricals Recycling Fund Project shall automatically vest in and be owned by JTAC. The Recipient agrees to disclose any such Intellectual Property to JTAC. JTAC may in its sole discretion grant a licence to the Recipient to use such Intellectual Property on written application by the Recipient on such terms as JTAC shall see fit. The Recipient agrees to execute such documents as shall be reasonably required by JTAC to give effect to this clause at no cost to JTAC.

9. CONFIDENTIALITY

- 9.1 Each party shall during the term of this Contract 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 Contract (together, "**Confidential Information**") 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 Contract 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:
 - (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Contract by the receiving party;
 - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Contract 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.
- 9.3 Notwithstanding anything else in this Contract, JTAC shall be permitted to disclose any Confidential Information where requested to do so (either specifically or as part of a

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general request) by any government body or department. JTAC shall use its reasonable endeavours to inform the relevant government body or department if the Recipient has made it aware that the Confidential Information contains anything which may be considered commercially sensitive.

9.4 JTAC acknowledges that the Recipient may be subject to the requirements of the FOIA and the EIRs. JTAC shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Recipient to enable the Recipient to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Recipient all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 10 Working Days of receipt;
- (c) provide the Recipient with a copy of all Information belonging to the Recipient requested in the Request For Information which is in its possession or control in the form that the Recipient requires within 10 Working Days (or such other period as the Recipient may reasonably specify) of the Recipient's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Recipient.

9.5 JTAC acknowledges that the Recipient may be required under the FOIA and EIRs to disclose Confidential Information (including the information of a commercially sensitive nature relating to JTAC, its intellectual property rights or its business or which JTAC has indicated to the Recipient that, if disclosed by the Recipient, would cause JTAC significant commercial disadvantage or material financial loss) without consulting or obtaining consent from JTAC. The Recipient shall take reasonable steps to notify and consult with JTAC regarding a Request For Information to the extent that it is permissible and reasonably practical for it to do so (notwithstanding any other provision in this Contract) and the Recipient shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from

disclosure in accordance with the FOIA and/or the EIRs.

10. DATA PROTECTION

The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Contract shall) comply with any notification requirements under the General Data Protection Regulation ('GDPR') (unless and until the GDPR is no longer directly applicable in the UK) and any applicable national implementing laws as amended from time to time and including the Data Protection Act 2018 (DPA 2018) and / or any other successor legislation to the GDPR or the DPA 2018 and all applicable Law about the processing and security of personal data and privacy and both Parties will duly observe all their obligations under the legislation referred to in this clause, if any, which arise in connection with the Contract.

11. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

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

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded and/or or in a manner inconsistent with the delivery of the Material Focus Electricals Recycling Fund Project and /or the Project Budget set out at Schedule 2;
- (b) the delivery of the Material Focus Electricals Recycling Fund Project does not start within 6 months of the Start Date and the Recipient has failed to provide JTAC with a reasonable explanation for the delay;
- (c) JTAC considers that the Recipient has not made satisfactory progress with the delivery of the Material Focus Electricals Recycling Fund Project;
- (d) the Recipient is, in the reasonable opinion of JTAC, delivering the Material Focus Electricals Recycling Fund Project in a negligent manner;
- (e) the Recipient obtains duplicate funding from a third party for the Material Focus Electricals Recycling Fund Project;
- (f) the Recipient obtains funding from a third party which, in the reasonable opinion of JTAC, undertakes activities that are likely to bring the reputation of the Material Focus Electricals Recycling Fund Project or JTAC into disrepute;

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- (g) the Recipient provides JTAC with any materially misleading or inaccurate information;
 - (h) the Recipient commits or committed a Prohibited Act;
 - (i) any member of the Governing Body, employee or volunteer of the Recipient has (i) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Material Focus Electricals Recycling Fund Project or (ii) taken any actions which, in the reasonable opinion of JTAC, bring or are likely to bring JTAC's name or reputation into disrepute;
 - (j) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (k) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
 - (l) the Recipient fails to comply with any of the terms and conditions set out in this Contract and fails to rectify any such failure within thirty (30) days of receiving written notice detailing the failure.
- 11.2 JTAC may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to JTAC.
- 11.3 The Recipient shall make any payments due to JTAC without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 11.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Material Focus Electricals Recycling Fund Project or compliance with this Contract it will notify JTAC as soon as possible so that, if possible, and without creating any legal obligation, JTAC will have an opportunity to provide assistance in resolving the problem or to take action to protect JTAC and the Grant monies.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in this agreement shall limit or exclude the liability of either party for:

1. (a) death or personal injury resulting from its negligence; or
2. (b) fraud or fraudulent misrepresentation.

12.2 JTAC accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Material Focus Electricals Recycling Fund Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless JTAC, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Material Focus Electricals Recycling Fund Project, the non-fulfilment of obligations of the Recipient under this Contract or its obligations to third parties.

12.3 Subject to clause 12.1, JTAC's liability under this Contract is limited to the payment of the Grant.

12.4 Subject to clause 12.1, the Recipient's liability under this Contract is limited to £5 million (five million pounds).

13. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Material Focus Electricals Recycling Fund Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all Applicable Laws and all applicable codes of practice and other similar codes or recommendations, and shall notify JTAC immediately of any significant departure from such legislation, codes or recommendations;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (f) all financial and other information concerning the Recipient which has been disclosed to JTAC is to the best of its knowledge and belief, true and accurate;
- (g) 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

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meeting its obligations in connection with the Grant;

- (h) it is not aware of anything in its own affairs, which it has not disclosed to JTAC or any of JTAC's advisers, which might reasonably have influenced the decision of JTAC to make the Grant on the terms contained in this Contract.

14. INSURANCE

- 14.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 14.2 The Required Insurances referred to above include (but are not limited to):
- (a) public liability insurance; and
 - (b) employer's liability insurance.
- 14.3 The Recipient shall (on request) supply to JTAC a copy of such insurance policies and evidence that the relevant premiums have been paid.

15. DURATION

- 15.1 Except where otherwise specified or explicitly agreed between the parties, the terms of this Contract shall apply from the Start Date until the expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 15.2 Any obligations under this Contract that remain unfulfilled following the expiry or termination of the Contract shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

16. TERMINATION

JTAC may terminate this Contract and any Grant payments:

- (a) on giving the Recipient one (1) month's written notice should it be required to do so by financial restraints or for any other reason; or
- (b) immediately on written notice on the occurrence of any event set out in Clause 11.1.

17. ASSIGNMENT

The Recipient may not, without the prior written consent of JTAC, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Contract or, except as contemplated as part of the Material Focus Electricals Recycling Fund Project, transfer or pay to any other person any part of the Grant.

18. WAIVER

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

19. NOTICES

All notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered or sent by email to the email address provided by the relevant party set out in section 4 of the Grant Form, the Project Manager Contact Information. If personally delivered 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). If emailed notice shall deem to have been received at the time of transmission (except that if transmitted on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day).

20. DISPUTE RESOLUTION

- 20.1 In the event of any complaint or dispute (which does not relate to JTAC's right to withhold funds or terminate) arising between the parties to this Contract in relation to this Contract the matter should first be referred for resolution to the Project Managers or any other individual nominated by the parties from time to time.
- 20.2 Should the complaint or dispute remain unresolved for fourteen (14) days of the matter first being referred to the Project Managers or other nominated individual, as the case may be, either party may refer the matter to the Board of JTAC and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by JTAC and the Recipient.
- 20.3 In the absence of agreement under clause 20.2, the parties shall attempt to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

21. NO PARTNERSHIP OR AGENCY

This Contract shall not create any partnership or joint venture between JTAC and the Recipient, 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.

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22. JOINT AND SEVERAL LIABILITY

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

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Contract 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.

24. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the law of England and, subject to clause 20, the parties irrevocably submit to the exclusive jurisdiction of the English courts.

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Schedule 1 – Project Description

Project Description and Deliverables

This contract refers to delivery of the Material Focus Electricals Recycling Fund project entitled '...'

For project description and deliverables, refer to the initial project Brief and the Recipient's revised proposal of ... 2021, as well as the deliverables agreed during the Material Focus Electricals Recycling Fund Project inception meeting between the Parties (to be stated in writing and put on file).

The Recipient recognises that it is JTAC's intention to share elements of the Material Focus Electricals Recycling Fund delivered as part of the Material Focus Electricals Recycling Fund Project with third parties to meet the Permitted Purpose. Accordingly the Recipient shall as far as is reasonably practicable, anonymise and aggregate any information provided by third parties contained within any deliverable related to the delivery of the Material Focus Electricals Recycling Fund Project in order to facilitate its distribution to third parties to meet the Permitted Purpose.

Project Plan / Timeline

Refer to Recipient's revised proposal of ... 2021 and the deliverables agreed during the Material Focus Electricals Recycling Fund Project inception meeting between the Parties (to be stated in writing and put on file). An indicative project schedule is set out below:

Appendix A. Project Budget

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Schedule 2 – Budget and Payment Schedule

Appendix B. Payment Schedule

50% upon delivery of the deliverables that the parties agree are needed by Material Focus and ..., by ... 2021.

50% upon delivery of the signed off, final Material Focus Electricals Recycling Fund Project report, anticipated to be ... 2021.

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