

DATED

PARTNERSHIP AGREEMENT

RELATING TO THE LOST PEATLANDS PROJECT

Between

Neath Port Talbot County Borough Council

And

Rhondda Cynon Taff County Borough Council

And

Natural Resources for Wales

And

Small Woods Association

And

Swansea University

PARTIES

- 1) **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of a local constituted authority under Local Government (Wales) Act 1994 and having their principal offices at Port Talbot Civic Centre, Port Talbot. SA13 1PJ ("**the Lead Partner**" or "**NPT**")
- 2) **NATURAL RESOURCES BODY FOR WALES**, a Welsh Government Sponsored Body and having their principal offices at Ty Cambria, 29 Newport Rd, Cardiff, CF24 OTP (hereinafter referred to as "**NRW**")
- 3) **RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL**, a local constituted authority under Local Government (Wales) Act 1994 and having their principal offices at The Pavillons, Cambrian Park, Clydach Vale, Tonypany CF40 2XX (hereinafter referred to as "**RCT**");
- 4) **SMALL WOODS ASSOCIATION**, a registered charity and having their principal offices at Green Wood Centre, Station Road, Coalbrookdale, Telford, TF8 7DR (hereinafter referred to as "**SWA**");
- 5) **SWANSEA UNIVERSITY**, a research led university incorporated under Royal Charter RC000639, and charity registered in England and Wales under number 1138442 having its registered offices at Singleton Park, Swansea, SA2 8PP (hereinafter referred to as "**SU**");

(Collectively referred to as the "**Delivery Partners**")

BACKGROUND

- a) The Delivery Partners have agreed to establish the Project. The purpose of the Project is to implement a landscape scale and community focussed habitat restoration for the landscape of the Pen Y Cymoedd Plateau, within the areas of NPT and RCT and shown on the project plan in the project documentation.
- b) The Lead Partner on behalf of the Delivery Partners has applied for the Grant from the National Lottery Heritage Fund (NLHF) to deliver the Project.
- c) The Grant is subject to the Conditions. The Lead Partner will be liable to the NLHF if the Conditions are not complied with.
- d) Subject to Schedule 4, the Joint Partner will also be liable to the Conditions in so far as they relate to the management and maintenance and public accessibility of land under ownership of the Welsh Government Woodland Estate within the Project.
- e) The Delivery Partners have entered into this Agreement in order to facilitate the operation of the Project and to ensure compliance with the Conditions.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

Agreement	Means this Agreement the date above written
Application	Means the application to NLHF made by the Lead Partner dated 23 rd November 2020
Approved Project Costs	Means the costs set out in appendix 1 of the Award Letter
Award Letter	Means the grant notification letter from NLHF to the Lead Partner dated 24 th March 2021 in relation to the Project as appended at Schedule 1
Conditions	Means the conditions set out in the Award Letter
Commencement Date	Means the date of the Permission to Start
Data Protection Legislation	Means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to the Delivery Partners, including: (a) the UK GDPR; (b) the Data Protection Act 2018; (c) Any laws which may implement any such laws; (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and-(e) all guidance,

	guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to any of the above.
Delivery Partners	Means all those organisations listed as parties to the Agreement being Neath Port Talbot County Borough Council, Rhondda Cynon Taff County Borough Council, Natural Resources for Wales, Small Woods Association and Swansea University
Grant	Means the grant of funding for the purpose of delivery of the Lost Peatlands project by NLHF
Intellectual Property	Means copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, data base rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case, whether registered or unregistered.
Joint Partner	Means NATURAL RESOURCES BODY FOR WALES , a Welsh Government Sponsored Body and having their principle offices at Ty Cambria, 29 Newport Rd, Cardiff, CF24 OTP
Lead Partner	Means Neath Port Talbot County Borough Council of Civic Centre Port Talbot SA13 1PJ
Lost Peatlands Core Project Team	Means the team employed by the Lead Partner for the purpose of the Project and funded by the Grant

NLHF	Means the National Lottery Heritage Fund
Permission to Start	Means the permission to start the Project as notified by NLHF
Project Budget	Means the budget for the delivery phase of the Project contained in the Project Documents
Project Completion Date	Means the date of the letter sent by NLHF to the Project Lead letting it know that the Project is complete
Project	Means the Lost Peatlands of South Wales Project the aims and activities of which are set out in the Project Documents
Project Documents	Means the documents that describe and details the Project and what is intended to be delivered that support the Application, as appended at Schedule 2 as updated from time to time with agreement of all the Delivery Partners and NLHF
Project Steering Board	Means the group constituted by the Delivery Partners responsible for overseeing the delivery of the Project
Schedule	Means the schedules attached to this Agreement
State Aid Rules	Means the state aid and subsidy control law meaning the law set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Article 107 to 109, secondary legislation

	including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; or any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement which applies to the Project.
Welsh Government Woodland Estate	Means the woodland originally acquired under the provisions or for the purposes of the Forestry Act 1967 which is held by Welsh Ministers and placed at the disposal of NRW who manage it.

2. SCOPE OF AGREEMENT

2.1 The Delivery Partners wish to record the basis on which they will collaborate with each other in relation to the delivery of the Project and will secure compliance with the Conditions. This Agreement sets out:

- (a) the principles of collaboration and working arrangements;
- (b) the financial arrangements the Delivery Partners will put in place;
- (c) the governance structures the Delivery Partners will put in place;
- (d) the respective roles and responsibilities the Delivery Partners will have during the Project;
- (e) the Conditions and the indemnities in respect of non-compliance with the same.

3. WARRANTY

- 3.1 Each Delivery Partner warrants and represents to the other Delivery Partners that, at the Commencement Date it has obtained its respective Delivery Partner's approval to enter into this Agreement.
- 3.2 Each Delivery Partner also warrants and represents to the other that at the Commencement Date all necessary and appropriate powers have been delegated to enable that Delivery Partner to comply with its obligations under this Agreement.

4. PRINCIPLES OF COLLABORATION AND WORKING ARRANGEMENTS

- 4.1 The Delivery Partners agree to adopt the following principles to:
- (a) Work jointly to ensure the mutual success of the Project and compliance with the Conditions;
 - (b) Collaborate and co-operate. Establish and adhere to the governance structure set out in this Agreement to ensure that activities are delivered and actions taken as required;
 - (c) Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this Agreement;
 - (d) Be open and share information. Communicate openly about major concerns, issues or opportunities relating to the Project or to the Grant.
- 4.2 Signature of this Agreement by the Delivery Partners includes agreement to:
- (a) Ensure the set up and management of this Agreement by the Project Steering Board;
 - (b) Ensure the effective operation of the Project Steering Board;
 - (c) Ensure compliance with the Conditions , so far as the Conditions relate to the particular Delivery Partner's involvement in the Project ;
 - (d) Work towards and implement the actions set out in the Project Documents.

- 4.3 If there is any conflict between the terms of this Agreement and the Conditions, this Agreement will prevail in relation to the arrangements as between the Parties, but it will not affect the Parties' respective obligations to NLHF under the Conditions. Nothing contained in this Agreement shall be so construed or interpreted in any way as to diminish or alter the rights of NLHF as set out in the Conditions.

5. AGREEMENT

- 5.1 Neath Port Talbot County Borough Council is appointed as the Lead Partner for the duration of this Agreement and shall fulfil the responsibilities as set out in this Agreement at Schedule 3.
- 5.2 Natural Resources Wales is appointed as Joint Partner for the duration of this Agreement and shall fulfil the responsibilities as set out in this Agreement at Schedule 4. The Joint Partner agrees to be bound by the terms of the Conditions insofar as they relate to matters within its control, and as they relate to management and maintenance, as detailed in the Management and Maintenance Plan, of land as identified in Schedule 4 under ownership of the Welsh Government Woodland Estate, subject to any exceptions as set out in that Schedule 4, for 10 years following the Project Completion Date. The Joint Partner agrees to maintain public access to land identified in Schedule 4 under ownership of Welsh Government Woodland Estate for 10 years following the Project Completion Date, where and when it is operationally safe for the public to access said land and subject to any exceptions as set out in that Schedule 4.
- 5.3 The Delivery Partners agree that the Lead Partner shall accept the offer of Grant set out in the Award Letter.
- 5.4 The Delivery Partners undertake to and covenant with each other that they will adhere to the terms of this Agreement and will observe, perform and comply with the Conditions so far as the Conditions relate to the particular Delivery Partner's involvement in the Project and to matters within their control, and will not act in a manner which places the Lead Partner or the Joint Partner in breach of their respective obligations under the Conditions.
- 5.5 The Delivery Partners shall fulfil the responsibilities as set out in this Agreement at Schedule 5.
- 5.6 The Delivery Partners shall comply with the monitoring and reporting requirements set out at Schedule 6.

6. PROJECT GOVERNANCE

- 6.1 The Project Steering Board is responsible for overseeing the delivery of the Project. The functions and terms of reference of the Project Steering Board are further detailed in Schedule 7.

7. FINANCIAL ARRANGEMENTS

- 7.1 The financial arrangements for the Project shall be set out in Schedule 8 of this Agreement and the Delivery Partners hereby agree to comply with the obligations set out therein.

8. INSURANCE, INDEMNITIES AND LIMITATION OF LIABILITY

- 8.1 Subject to clause 8.2, each of the Delivery Partners will have in place and will maintain in force valid, adequate and appropriate insurance against insurable risks in connection with their obligations under this Agreement (including professional negligence, public and employer' liability cover, as applicable).

- 8.2 NRW may self-insure in respect of any risks in connection with its obligations under this Agreement.

- 8.3 Subject to clause 8.4 to 8.6 and any exceptions set out in Schedule 4, each Delivery Partner agrees that it will fully indemnify the other Delivery Partners from and against any liabilities and any and all claims, actions, proceedings, demands, liabilities, costs and expenses arising directly as a result of any breach of this Agreement or negligent action or omission of the relevant Delivery Partner in connection with its obligations under this Agreement. Where any such costs and expenses arise as a result of a breach of this Agreement or negligent act or omission of one or more identified Delivery Partner, those Delivery Partners alone shall be responsible for such costs and expenses, and such costs and expenses shall be apportioned according to each Delivery Partner's liability, the extent of the liability to be referred to Escalation in accordance with clause 10 in the absence of agreement.

- 8.4 The maximum liability of a Delivery Partner in relation to or arising out of this Agreement shall not exceed 150% of the sums to be paid to it from the Grant. The liability of any party for any breach of this Agreement, or arising in any way out of the subject matter

of this Agreement, will not extend to any incidental, loss of profits or consequential damages or losses including (without limitation) loss of income, turnover, business, opportunities, reputation, goodwill and/or economic loss.

- 8.5 The Delivery Partners shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which Delivery Partners are entitled to bring a claim pursuant to this agreement.
- 8.6 Notwithstanding any other provision of this agreement the Delivery Partners cannot limit or exclude its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) loss of or damage to property; or
 - (c) death or personal injury caused by its negligence.

9. ASSISTANCE IN LEGAL PROCEEDINGS

- 9.1 If requested to do so by the Lead Partner, the other Delivery Partners shall give all reasonable assistance and co-operation and provide to the Lead Partner any relevant information which is not confidential in connection with any legal enquiry, arbitration or Court proceedings, in which the Lead Partner may become involved, or any relevant disciplinary hearing internal to the Lead Partner, or any inquiry by the Public Services Ombudsman for Wales arising out of the Project or this Agreement.
- 9.2 Where any Partner becomes aware of any incident, accident or other matter which may give rise to a complaint to the Public Services Ombudsman for Wales or a claim or legal proceedings in respect of the provision or failure in the Project or this Agreement, it shall notify the Project Steering Board in writing as soon as practicable and in any event within 48 hours. Such notification in writing shall include all relevant information as may reasonably be available at the time which is not confidential to enable the Project Steering Board to investigate the matter fully.
- 9.3 Such information provided or assistance rendered pursuant to the obligation in clauses 9.1 and 9.2 above, in whatever form, shall be at no cost to the Lead Partner unless otherwise ordered or determined in any decision or other outcome of any such inquiry, arbitrations, Court proceedings or enquiry by the Public Services Ombudsman for Wales.

10. ESCALATION

- 10.1 If a Delivery Partner has any issues, concerns or complaints about the Project, or any matter in this Agreement, that Delivery Partner shall notify its own Project Steering Board Representative, as defined in Schedule 7, who shall then seek to resolve the issue at the Project Steering Board. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Environment Directors / Chief Officers or similar senior representative of each respective Delivery Partner, who shall decide on the appropriate course of action to take. If the matter cannot be resolved by the such senior representatives of each respective Delivery Partner within 14 days, the matter may be escalated to the Chief Executives of each Delivery Partner for resolution.
- 10.2 If any Delivery Partner receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a land owner or requests for information made under the FOIA in relation to the Project, the matter shall be promptly referred to both their own and the Lead Partner's Representative.

11. PUBLICPROCUREMENT

- 11.1 The Delivery Partners agree that the procurement of any contract for services, supplies or works necessary to ensure compliance with this Agreement shall be undertaken by the Delivery Partner having the relevant obligation to meet and the following provisions shall apply:
- 11.1.1 That Delivery Partner shall comply with the NLHF's Receiving a Grant and Procurement Guidance .

12. DATA PROTECTION AND FREEDOM OF INFORMATION

Data Protection

- 12.1 In this clause 17 the terms Personal Data, Personal Data Breach, process and Controller have the meanings given in the Data Protection Legislation.
- 12.2 The Delivery Partners acknowledge that for the purposes of the Data Protection Legislation, the Parties are each independent Controllers. .

- 12.3 The Delivery Partners shall, in relation to any Personal Data processed in connection with their obligations under this Agreement:
- (a) comply at all times with its obligations under the Data Protection Legislation; and
 - (b) maintain in place appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss, damage or destruction, taking into account the nature of the Personal Data and the harm that may result from any Personal Data Breach; and
 - (c) shall not perform its obligations under this Agreement in such a way as to cause any other Party to breach any of its applicable obligations under the Data Protection Legislation
- 12.4 It is acknowledged by the Delivery Partners that data and information shared or disclosed between or by the Delivery Partners for the purpose of the Project in accordance with the Project Documents will not include Personal Data. Should it be considered necessary for the Delivery Partners to share Personal Data pursuant to this Agreement, it is agreed that the relevant Delivery Partners shall enter into a data sharing agreement or data disclosure agreement as appropriate to the circumstances.

Freedom of Information

- 12.5 Each Partner acknowledges that they are subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and, should the request relate to the Project, all Delivery Partners shall assist and co-operate with each other to enable the Delivery Partner, by whom the request has been received, to comply with disclosure requirements under the FOIA.

13. INTELLECTUAL PROPERTY

- 13.1 For the avoidance of doubt, all background Intellectual Property used in connection with the Project shall remain the property of the party introducing the same.
- 13.2 Subject to clause 13.3, each Delivery Partner shall own the Intellectual Property generated by its employees, students and/or agents arising from work on the Project.
- 13.3 Any results which are generated by two or more parties shall be owned in proportion to the respective contribution of each party.

- 13.4 Each party grants the other parties (i) a non-exclusive, non-transferable, royalty-free licence for the duration of the Project to use its background Intellectual Property solely to enable the other parties to carry out their respective part of the Project, and (ii) a non-exclusive, non-transferable, royalty-free licence to use results and Intellectual Property arising from the Project for academic research, teaching and non-commercial purposes.
- 13.5 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Delivery Partners.

14. TERM AND TERMINATION

- 14.1 This Agreement shall commence on the Commencement Date and shall continue until 20 years after the Project Completion Date.
- 14.2 Subject to clause 14.3 a Delivery Partner may give six calendar months' written notice to the Project Steering Board to terminate their involvement in this Agreement (the "Terminating Delivery Partner").
- 14.3 In the event of the Terminating Delivery Partner serving notice in accordance with clause 14.2:
- 14.3.1 Prior to the end of the six calendar months' period the Terminating Delivery Partner or the Lead Partner, as the case may be, shall pay to the other:
- 14.3.1.1 all arrears of payments and any other sums due under the terms of this Agreement at the date of the expiry of the notice given under clause 14.2, and
- 14.3.1.2 all further sums which would, but for the termination of this Agreement, have fallen due from the Terminating Delivery Partner at the end of the Term and which cannot be cancelled during the notice period.
- 14.3.2 Where the Terminating Delivery Partner is the Lead Partner (the "Terminating Lead Partner"), the Terminating Lead Partner shall prior to the end of the six calendar month's period agree with the Project Steering Board, NLHF and the other Delivery Partners, which Delivery Partner shall replace the Terminating Lead Partner for the purposes of this Agreement, the Project and the Award Letter (the "Replacement Lead Partner"). The Terminating Lead Partner shall transfer any Grant sums held at the date of termination to the Replacement Lead Partner.

- 14.3.3 Each Delivery Partner shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this Agreement and the termination of this Agreement in part in relation to one Delivery Partner's involvement shall not affect or prejudice such rights and remedies. Each party shall, and shall remain liable to, perform all outstanding liabilities and indemnities under this Agreement, notwithstanding that the other may have exercised one or more of the rights and remedies against it.
- 14.4 The Lead Partner shall be entitled to terminate this Agreement in relation to the involvement of a Delivery Partner forthwith by notice in writing to that Delivery Partner in the event that:
- 14.4.1 The Delivery Partner becomes bankrupt, or makes a composition or arrangement with its creditors, or has an order in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- 14.4.2 The Delivery Partner has a winding up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed;
- 14.4.3 The Delivery Partner has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
- 14.4.4 The Delivery Partner has an administrative receiver, as defined in the Insolvency Act 1986, appointed;
- 14.4.5 The Delivery Partner has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, or any property comprised in, or subject to, the floating charge; or
- 14.4.6 The Delivery Partner has committed a serious breach of an obligation of this Agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of that Delivery Partner being notified in writing to do so.
- 14.5 In the event of early termination of the Grant, the Delivery Partners shall either:
- (a) Continue this Agreement, varied as necessary to reflect changes; or
- (b) Terminate this Agreement with immediate effect
- 14.6 In the event of termination of this Agreement, each Partner and any successor organisation shall remain liable for any financial or other obligation or liability (actual or contingent) incurred during the period as a party to this Agreement.
- 14.4 In the event of termination of all or any part of this Agreement for any reason, the following clauses shall survive and continue in full force and effect: **Error! Reference**

source not found., 4.3, Error! Reference source not found. to Error! Reference source not found., 10, Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., 14.4, 16, 20 to 23, Schedule 3 6th bullet point, [and Schedule 4 re: any relevant title matters tbc].

15. VARIATION

- 15.1 This Agreement, including the Schedules, may only be varied by written agreement of each Delivery Partner.

16. GOVERNING LAW AND JURISDICTION

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales as they apply in Wales and, without affecting the escalation procedure set out in clause 10, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

17. FAIR DEALINGS

- 17.1 The Delivery Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of any of them and that if in the course of the performance of this Agreement, unfairness to any of them does or may result then the others shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

18. COUNTERPARTS

- 18.1 This Agreement may be executed in two or more counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.
- 18.2 Each Party agrees that this Agreement may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of that Party's intention to be bound by this Agreement as if signed by that Party's manuscript signature.

19. FORCE MAJEURE

- 19.1 In this Agreement "force majeure" shall mean any cause preventing a party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, fire, flood or storm.
- 19.2 If any Partner is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party or parties specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.
- 19.3 The Partner affected by force majeure shall use all reasonable endeavours to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.

20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 20.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.
- 20.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement.
- 20.3 This Clause does not affect any right or remedy of a third party, which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

21. SEVERABILITY

- 21.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

22. WAIVER

22.1 The rights and remedies of any party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by failure of, or delay by the said party in ascertaining or exercising of any such rights or remedies. The waiver by any party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

23. NOTICES

23.1 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery or post (special or recorded delivery or first class post) at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement, or email to those email addresses notified by each party for the purpose of service of notices under this Agreement.

23.2 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following dispatch if sent by email transmission.

23.3 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by email transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct email address without any error message on the confirmation copy of the transmission or an out-of-office automatic reply.

23.4 Any Partner serving a notice on another Partner under this Clause shall promptly copy such notice to the other Delivery Partners.

24. EXCLUSION OF DELIVERY PARTNERSHIP AND AGENCY

24.1 The Delivery Partners expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

24.2 No Delivery Partner or any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Delivery Partners, except where expressly permitted by this Agreement.

25 ASSIGNMENT AND SUB AGREEMENTS

25.1 The Delivery Partners shall not assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Delivery Partners except where expressly permitted by the Agreement or where necessary in consequence of organisational restructuring..

This Agreement has been entered into as a Deed on the date stated at the beginning of it.

THE COMMON SEAL of NEATH PORT)
TALBOT COUNTY BOROUGH COUNCIL)
was hereunto affixed in the presence of:-)

Proper Officer:

THE COMMON SEAL of RHONNDA)
CYNON TAFF COUNTY BOROUGH)
COUNCIL)
was hereunto affixed in the presence of:-)

Authorised Officer:

NATURAL RESOURCES WALES

Authorised officer:

SWANSEA UNIVERSITY

Authorised officer:

SMALL WOODS ASSOCIATION

Authorised officer:

SCHEDULE 1 – AWARD LETTER



OL-18-06271
Delivery Grant Notific:

SCHEDULE 2 – PROJECT DOCUMENTS

Lost Peatlands Management and Maintenance PART A – Intro and Overview
Lost Peatlands Management and Maintenance PART B – HRAs and PyC
Lost Peatlands Management and Maintenance PART C – CWSs
Lost Peatlands Management and Maintenance PART D – Digital, Schools and Access
Lost Peatlands Cashflow Projection
Lost Peatlands Project Action Plan and Timetable
Lost Peatlands Project Overview
Lost Peatlands Governance and Evaluation Strategy
Lost Peatlands Delivery Phase Budget
Lost Peatlands 5 Years Post Project Budget Projection
Lost Peatlands Risk Register
Lost Peatlands Letters of Support
Lost Peatlands Access and Community Use Strategy
Lost Peatlands Interpretation Plan
Lost Peatlands Activity Plan
Lost Peatlands Conservation Plan
Lost Peatlands Marketing Plan

Appendices:

Procurement Rules
Costing Due Diligence
RCT Corporate Plan 2016 -2020
RCT Corporate Draft Plan 2020-2024
NPT Corporate Plan 2017/2022
Land Ownership
Lost Peatlands Risk Assessments
Heritage Register
LPSW Monitoring and Evaluation Specification
NRW Peatland ITT Part A Annex 1 v.1
NRW Peatlands ITT Part A Annex 2 Final
NRW Peatlands ITT Part A Annex 3
NRW Peatlands ITT Part B Final
LPSW Hydrological Restoration Works Mini Competition NRW Specification
LPSW Mobile App Contract Specification
LPSW Sphagnum Contract Specification
LPSW Stock proof fence Contract Specification
Coed Lleol Full Cost Recovery Calculation
Lost Peatlands Job Descriptions
Habitat Management Plan Cymmer
Higher Level Training Programme
Habitat Management Plan Glyncorrwg
Habitat Management Plan Cregan
Habitat Management Plan Cwm Saerbren
Habitat Management Plan Gwynfi

Habitat Management Plan Cwmparc
Habitat Management Plan Blaenrhondda
Habitat Management Plan Hendre Mynydd
Habitat Management Plan Castell Nos
Policy and Legislation
Lost Peatlands Data Collection Protocol
Habitat Restoration Monitoring and Evaluation Proposal
HMA Trial Area Report
Pen y Cymoedd S106
Stakeholder Group Terms of Reference
National Flood Management Catchment Modelling Report
Archaeology Report
Habitat Management Plan Pen y Cymoedd Windfarm
Sphagnum Inoculation File Note
Invertebrate Survey Report Castell Nos
Bryophyte Survey Report
Invertebrate Survey Report Cwm Saerbren
Invertebrate Survey Report Cymmer Tip
Invertebrate Survey Report Hendre Mynydd
Natural Play Feasibility Study
Ceod Lleol Evaluation Report
Lost Peatlands Brand Guidelines
School Activity Pack
Pecyn Gweithgaredd Ysgol (Welsh)
School Grounds Assessment
Outdoor Learning Programme
Theory of Change Workshop
Pen y Cymoedd Interpretation Plan

Documents available via Lost Peatlands of South Wales Project sharepoint.

<https://neathporttalbot.sharepoint.com/sites/LostPeatlandsofSouthWalesProject/HLF%20Mid%20Term%20Review%20Documents/Current%20Versions%20of%20the%20Bid%20Docs>

[Additional representatives of the Delivery Partners can request access to the above].

SCHEDULE 3 – LEAD PARTNER RESPONSIBILITIES

3.1 The Lead Partner’s responsibilities are described in the Conditions and the Project Documents, and include, but are not limited to:

- NPT will be the Lead Partner and the accountable body for the Project and will receive the Grant from the NHLF and other sources on behalf of, and with the authority and support of, all other Delivery Partners.
- NPT will, on behalf of all Delivery Partners, account for and manage the Project funds, in particular the Grant, and make all payments on behalf of the Project, other than in respect of match funding generated/received directly by other Delivery Partners, which shall be managed and accounted for by the relevant generating/receiving Delivery Partner.
- The Lead Partner will employ the Lost Peatlands Core Project Team: in accordance with its standard employment terms and conditions, to coordinate and support implementation of the agreed project elements of the Project. The Lost Peatlands Core Project Team includes: Project Manager, Ecologist, Community and Education Officer, Trainees. The provision of suitable template document to ensure compliance with Data Protection Legislation.
- Comply with all the Conditions that relate to the management and maintenance of capital works on land as it relates to land under ownership of Neath Port Talbot Council as detailed in the table below.
- Support access to schools, which have agreed to be involved in the project and as set out in the project documents, for the purpose of delivering outdoor learning and minor grounds improvements in line with the project documents and the table below.

Location of Land <i>Including Land Registry Title No and OS no</i>	Landowner <i>Do they own freehold or leasehold</i>	Works Required/value of work <i>i.e. works being funded by HLF grant</i>
Cymmer Tip CWS Land and Buildings on the West side of Heol-y-Glyn, Glyncorrwg WA494994	Freehold	Habitat Management (no capital) Interpretation Panel £900

SS8696 8697		
<p>Gwynfi CWS (section under ownership of NPTC only)</p> <p>Land on north side of Gwynfi Street, Port Talbot CYM389839 SS8896NE</p> <p>Land on the north side of Gwynfi Street, Blaengwynfi, Port Talbot CYM 420656 SS8896NE</p>	Freehold	<p>Habitat Management £4000 (whole site)</p> <p>Interpretation Panel £900</p>
<p>Schools (Various)</p> <p>Glyncorrwg Primary School, Bridge Street, Glyncorrwg, Port Talbot CYM279212 SS8799SE</p> <p>Abergwynfi Junior School, Station Road, Abergwynfi CYM303713 SS8996SE</p> <p>Land on the north east side of Bryntwn Road, Cymmer, Port Talbot WA625009 SS8596SE</p> <p>Croeserw County Infant School, Bryn Siriol, Cymmer, Port Talbot CYM339143 SS8695SE</p>	Freehold	<p>Minor/de minimis grounds improvements – various at each site e.g. bug hotels, pond, Sphagnum gardens. Total values at each:</p> <p>Pen-Afan £670 Croeserw £670 Cymer Afan £3640 Glyncorrwg £670</p>

- Grant all such licences and rights over land owned or occupied by it which is intended to be used as part of the Project as may be required for the purposes of:
 - delivering the Project,
 - the long term management and maintenance of that land for at least 10 years from the Project Completion Date

- maintaining public access to that land for at least 10 years from the Project Completion Date.

- Ensure there are firm plans in place to manage and maintain outputs of the activities or capital works as specified in the Project Documents where ongoing maintenance is required post project for 10 years.

3.2 In relation to project delivery, the Lost Peatlands Core Project Team will:

- Manage and maintain the relationship with NHLF through regular reporting and other correspondence, meaning Delivery Partners will not need to correspond directly with NHLF on issues relating to the Grant, unless agreed with the Project Steering Board;
- Collate and submit quarterly and annual progress reports, annual workplans and Project budgets to NLHF;
- Raise any issues of concern which may affect the Project's reputation or progress to the Project Steering Board;
- Manage and maintain financial records for the whole Project budget including details of individual activity and capital works finances;
- Ensure all the Delivery Partners comply with the Conditions and the Project's rules/policies.

SCHEDULE 4 – JOINT PARTNER RESPONSIBILITIES

4.1 The Joint Partner responsibilities are described in the Project Documents, and include, but are not limited to:

- Responsible for delivering the activity or capital works as set out within the Project Documents;
- Comply with all the Conditions that relate to the management and maintenance of capital works on land as it relates to land under ownership of the Welsh Government Woodland Estate as detailed in the table below;

Location of Land <i>Including Land Registry Title No and OS no</i>	Landowner <i>Do they own freehold or leasehold</i>	Works Required/ estimated value of work <i>i.e. works being funded by HLF grant on third party land</i>	Rights Required?	Proposed easement/right or lease <i>Confirm if any statutory rights to enter land</i>	Third Party Agreement signed? <i>Must be on terms which enable Grantee to fulfil our terms and conditions of Grant and for correct contract length (for capital works this is normally 10 years)</i>
Cregan HRA Tynypant, Glyncorrwg, Port Talbot CYM269100 Blaenant Du, Glyncorrwg, Port Talbot CYM272298 SS860 992	Welsh Government Woodland Estate Freehold	Habitat Restoration £152,111 Sphagnum Inoculation £22976.70		Landowner permission to undertake work Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee
Cwm Saerbren HRA Hendre Wen and Cwm Saerbren, Treherbert, Treorchy CYM267612 SS921 972	Welsh Government Woodland Estate Freehold	Habitat Restoration £6000 Sphagnum Inoculation £1604.79		Landowner permission to undertake work Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee

<p>Castell Nos HRA Land at Maerdy Farm, Maerdy, Ferndale CYM268856 Land at Pan Foel Aman, Cwmaman, Aberdare CYM269304 Tir Evan Bach Traws, Aberdare CYM278871</p> <p>SN970 005</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Restoration £37896 Sphagnum Inoculation £22976.70</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>
<p>Glyncorrwg CWS Land lying to the south west of Glyn View, Glyncorrwg, Port Talbot CYM270421</p> <p>SS870 990</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Management £16000 Interpretation Panel £900</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>
<p>Gwynfi CWS (section under ownership of WGWE only)</p> <p>Land at Mynydd Ynyscorrwg, Glyncorrwg, Port Talbot CYM266591</p> <p>SS889 969</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Management £4000 (whole site)</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>
<p>Cwm Parc CWS Tyle-Fforest, Treherbert and land lying to the north of Vicarage</p>	<p>Welsh Government Woodland Estate Freehold</p>	<p>Habitat Management £3680 Interpretation Panel £900</p>		<p>Landowner permission to undertake work</p> <p>Access Land under CROW</p>	<p>N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee</p>

Terrace, Treorchy CYM270973 SS949 963					
Blaenrhondda CWS Land at Treherbert, Llandyfodwg CYM 200940 SS925 993	Welsh Government Woodland Estate Freehold	Habitat Management (no capital) Interpretation Panel £900		Landowner permission to undertake work Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee
Hendre Mynydd CWS Land at Treherbert, Llandyfodwg CYM200940 SN919 018	Welsh Government Woodland Estate Freehold	Habitat Management (no capital) Interpretation Panel £900		Landowner permission to undertake work Access Land under CROW	N/A Joint Partner responsible for grant conditions compliance as relate to this land in collaboration with Grantee

- Ensure there are firm plans and if necessary legal agreements (granting any appropriate rights of access) in place to manage and maintain outputs of the activities or capital works as specified in the Project Documents where ongoing maintenance is required 10 years from the Project Completion Date, and the Joint Partner agrees to grant such rights as are required to facilitate the same;
- The Joint Partner will employ the Lost Peatlands Restoration Officer: in accordance with its usual employment terms and conditions for employees in a comparable role, to lead on the delivery and contract management of the agreed Project elements as set out in the Project Documents as relating to capital works on the Welsh Government Woodland Estate.
- *[The Joint Partner's obligations are subject to any restrictions, covenants, obligations or other constraints that may be identified through title checks currently being undertaken by external solicitors. We envisage such matters being set out here.]*

SCHEDULE 5 – DELIVERY PARTNER RESPONSIBILITIES

4.1 The Delivery Partner responsibilities are described in the Project Documents, and (subject to any exceptions set out in Schedule 4 in respect of NRW) include, but are not limited to:

- Responsible for delivering the activity or capital works as set out within the Project Documents.
- Meet all legal requirements including those pertaining to Habitats Regulations Assessments, and landowner consents, permissions, licenses, planning permission and any other consents required so far as they relate to the particular Delivery Partner's involvement in the Project;
- Comply with all the Conditions so far as they related to the particular Delivery Partner's involvement in the Project.
- Take responsibility for the delivery, management and maintenance, where specified, of their outputs as specified in the Project Documents in relation to the Project.

Provide all reasonable assistance to other Delivery Partners to achieve the delivery, management and maintenance, where specified, of their outputs as specified in the Project Documents in relation to the Project;

- Ensure that the elements of the Project which they are responsible for as set out in the Project Documents are completed before the end of the NLHF Grant period according to the Conditions;
- Ensure there are firm plans and if necessary legal agreements in place to manage and maintain outputs of the activities or capital works as specified in the Project Documents where ongoing maintenance is required for 10 years after the Project Completion Date;
- Allow NLHF and Lost Peatlands Core Project Team to access individual activity or capital works sites, project records, finances, or plans, on request as part of their monitoring role, subject to reasonable notice.
- Report to the Lead Partner and/or Lost Peatlands Core Project Team on progress and budget using the process in Schedule 6;
- Inform the Lead Partner and/or Lost Peatlands Core Project Team at the earliest opportunity of any changes to an activity or capital works;
- Inform the Lead Partner and/or Lost Peatlands Core Project Team at the earliest opportunity of becoming aware of any conflict between the Conditions and another funder's requirements;

- Comply with a NLHF and Project Communications Protocol (to be agreed), including rules on acknowledging funders, when promoting their individual activities or capital works.

Further roles and responsibilities to be performed by individual Delivery Partners are set out below.

- Small Woods Association will employ the Lost Peatlands Community Health and Wellbeing Officer and SWA Wales (Coed Lleol) Manager/Evaluation Officer (additional hours): in accordance with its standard employment terms and conditions, to lead on the delivery of the agreed Project elements as set out in the Project Documents.
- Rhondda Cynon Taf Council will support access to schools, which have agreed to be involved in the project and as set out in the project documents, for the purpose of delivering outdoor learning and minor grounds improvements in line with the project documents and the table below.

Location of Land <i>Including Land Registry Title No and OS no</i>	Landowner <i>Do they own freehold or leasehold</i>	Works Required/value of work <i>i.e. works being funded by HLF grant on third party land</i>	Rights Required?	Proposed easement/right or lease <i>Confirm if any statutory rights to enter land</i>	Third Party Agreement signed? <i>Must be on terms which enable Grantee to fulfil our terms and conditions of Grant and for correct contract length (for capital works this is normally 10 years)</i>
Schools (Various) Ynyswen Infants and Ysgol Gynradd Gyrmraeg Ynyswen, Ynyswen Road, Treorchy CYM416001 SS9497SE Penyreglyn Community Primary School, Baglan Street, Trehertbert, Treorchy CYM518294 SS9497NW	Rhondda Cynon Taf Council Freehold	Minor/de minimis grounds improvements – various at each site e.g. bug hotels, pond, Sphagnum gardens. Total values at each: Penyreglyn £670 Ynyswen £790 Treorchy £670	N/A	N/A	N/A Value of works de minimis

Treorchy Comprehensive School, Treorchy CYM550202 SS9596NE					
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SCHEDULE 6 - MONITORING AND REPORTING

To enable the Lost Peatlands Core Project Team to manage the Project and report to NLHF, the following process for monitoring and reporting on project progress and budgets must be followed.

a) Project start up

The Lead Partner and Delivery Partners must not start individual activity or capital works delivery under the Project Documents until the Lost Peatlands Core Project Team have given permission to start. This permission will be contingent upon the Delivery Partners each providing, where appropriate:

- Copies of any required landowner permissions and/or consents or licenses required for relevant project activities.
- Confirmation of all match funding required for the first year of the project.
- A signed copy of this Agreement.

b) Quarterly reports

The Lead Partner will produce an update report on the Project every 3 months and send to NLHF. This will include budget information, project progress information and approved project or budget changes. Delivery Partners will be required to supply information pertaining to elements they are responsible for to the Lead Partner.

c) Annual reports

In addition to the quarterly report, additional information on progress and achievements against NLHF outputs and outcomes will be required. Delivery Partners will be required to provide:

- Stories / case studies / photos and other monitoring evidence on their project, as reasonably required by the Lost Peatlands Core Project Team and as detailed in the Project Documents.

d) Project changes

Any planned changes to individual activity or capital works timescale, budget or outputs must be submitted to the Lead Partner for consideration and once agreed, submitted to the Project Steering Board for approval. Delivery Partners have a responsibility to report any unforeseen changes to the project to the Lost Peatlands Core Project Team as soon as reasonably possible.

SCHEDULE 7 – PROJECT STEERING BOARD

1. MEMBERSHIP

- 1.1 From the Commencement Date the make-up and operation of the Project Steering Board shall be governed by the Agreement. Each Party shall appoint one officer, with the exception of the Lead Partner which may appoint two officers (**Representative**). The Lead Partner shall provide administrative support for the Project Steering Board.
- 1.2 Each Representative shall have delegated power to make decisions, relating only to the Terms of Reference detailed, in Paragraph 3 below, on behalf of their respective Delivery Partner and where compliant with the standing orders, policies and procedures of that Delivery Partner, save for those matters which shall be referred back to the Delivery Partners for resolution in accordance with the terms of this Agreement.
- 1.3 An officer shall cease automatically to be a Representative if she/he ceases to be an officer of the Delivery Partner or organisation that she/he represents at the Project Steering Board.
- 1.5 The Project Steering Board may make decisions by electronic agreement of the Representatives of the Project Steering Board only. In such instances, all Delivery Partners must collectively agree on any decisions made and the Lead Partner will be responsible for securing email records of decisions made.

2. MEETINGS AND DECISIONS

- 2.1 The Project Steering Board shall meet monthly in the first quarter of this Agreement and quarterly thereafter. Additional meetings may be convened if a Representative requests such a meeting.
- 2.2 Only a Representative may call a meeting of the Project Steering Board.
- 2.3 In cases of urgency Representative may agree any course of action within the remit of the Project Steering Board in writing which shall include the exchange of emails.
- 2.4 Subject to paragraph 2.7, no business shall be conducted at any meeting of the Project Steering Board unless the Representatives are present at the meeting.

- 2.5 The Project Steering Board may convene an operations board or task finish group to manage the day to day relationship or undertake designated tasks that contribute towards the success of the Project.
- 2.6 Any meetings shall be held within the Neath Port Talbot, and Rhondda Cynon Taff regions at a location and time determined by the Project Steering Board, or via online video conference.
- 2.7 A Representative may appoint an authorised deputy to attend any Project Steering Board meeting on his or her behalf. Where practicable the Project Steering Board should be made aware of such substitution. In exceptional circumstances, which shall be recorded in the relevant minutes, the Project Steering Board may conduct business without the presence of every Representative. However, no decisions can be taken which will affect the missing Representative or their organisation.
- 2.8 Any meeting of the Project Steering Board may be summoned on the giving of not less than 5 working days' notice to all other parties.
- 2.9 Each Representative (or an authorised representative) will use their best endeavours to reach a consensus which contributes to the success of the Project.
- 2.10 The Project Steering Board shall be chaired by Representatives on a rotating basis.
- 2.10 Any decision of the Project Steering Board must be passed by a unanimous vote.
- 2.11 Representatives may invite one or more guest officers, to attend meetings of the Project Steering Board. Guest officers would attend in a non-voting capacity to provide information and expertise when required.
- 2.12 The minutes of the proceedings of every meeting of the Project Steering Board shall be drawn up by the Lead Partner. Copies shall be circulated to all those in attendance within 2 weeks of the date of such meeting.

3. TERMS OF REFERENCE

- 3.1 The activities of the Project Steering Board shall include but not be limited to:
- (a) Develop a comprehensive communication plan for the Project;

- (b) monitoring and reviewing, and where necessary addressing, the progress of the Project and implementation of the Project Documents;
- (c) resolving any conflicts between competing interests of the Delivery Partners;
- (d) the contract management of contracts funded by the Project;
- (e) reviewing the governance arrangements set out by this Agreement;
- (f) resolving any disputes referred to it via the escalation procedure;
- (g) communicating major concerns, issues or opportunities relating to the Project.
- (h) Funding/ claims/reporting

3.2 For the avoidance of doubt, any fundamental matters relating to this Agreement, including but not limited to the following, shall be referred back to each individual Partner for decision or agreement:

- (a) Early termination of a contract funded by the Project
- (b) Termination of this Agreement
- (c) Withdrawal by any Partner from this Agreement

SCHEDULE 8 – FINANCIAL ARRANGEMENTS

The Project shall be funded in accordance with the Project Budget.

The Grant

1. Subject to the performance by the Delivery Partners of their obligations under this Agreement and the Conditions, the Lead Partner shall reimburse the Delivery Partners as set out in the Award Letter Project Documents and Project Budget, unless otherwise agreed by the Parties in writing in accordance with Clause 15, Variations.

2. In accordance with the Award Letter and the Project Budget, the Lead Partner will process all claims and reimburse Partners for the Approved Project Costs.

3. Payment to Delivery Partners by the Lead Partner will be made after receipt of invoices within 30 days.

- Invoices must be accompanied by evidence of all expenditure.
- Invoices will be submitted quarterly for ongoing costs.
- Invoices for significant items of project expenditure may be submitted immediately on completion of the work if agreed with the Lost Peatlands Core Project Team.

4. The Lead Partner may require that a Delivery Partner repay to the Lead Partner in full of part the Grant paid to it by the Lead Partner if:

- 4.1 All or part of the Grant is applied otherwise than wholly and exclusively for the purposes of the Project; or
- 4.2 There has been an overpayment of the Grant by reason of an error made by either Delivery Partner; or
- 4.3 Any part of the Grant is subject to claw back due to breach the State Aid Rules; or
- 4.4 Any part of the Grant is subject to claw back from the NLHF resulting from a breach by a Delivery Partner of this Agreement and/or the Conditions.

5. A Delivery Partner, upon receipt of a written demand from the Lead Partner pursuant to paragraph 4 above, shall pay any sum that becomes repayable to the Lead Partner.

6. Wherever under this Agreement any sum of money is recoverable from or payable by a Delivery Partner to the Lead Partner, the Lead Partner may deduct from any further sum due to the respective Delivery Partner under this Agreement such amount as is due to the Lead Partner

Delivery Partner Contributions

1. The Delivery Partners shall each contribute (via funding and in-kind) to the Project in accordance with the Project Budget.

