

THE EARTHSHOT PRIZE

Andrea Magarini

Comune di Milano
Piazza Della Scala, 2
20121 – Milan
Italy

Private and Confidential

25 November 2022

Dear Andrea,

The Earthshot Prize fund

Following being named one of the five winners in this year's Earthshot Prize, I am pleased to inform you that The Earthshot Prize (TEP) would like to make a grant to **the City of Milan Food Waste Hubs** (the "**Recipient**") of **£1 million** to fund and scale the 'Earthshot' for which you won The Earthshot Prize (the "**Grant**"). The Grant can be drawn down from **1 January 2023 to 31 December 2024** (the "**Grant Period**") and the attached terms and apply for ten years from the date of this letter (the "**Claim Period**").

The Grant may only be spent on the items detailed in the Project Plan as set out in Schedule 1, Part 1 as attached to this letter and may not be spent on the items detailed in Schedule 1, Part 2.

The Grant will be disbursed in accordance with Schedule 2 Payment and Reporting requirements, subject to the terms and conditions of this grant which are attached as Schedule 3 to this grant letter. Please read the terms and conditions carefully. If there are any contradictions between this grant letter and the schedules, this grant letter shall take precedence.

To accept the Grant and to indicate your acceptance of the attached terms and conditions, please sign below where indicated, complete the bank details section if applicable and return this grant letter to **The Earthshot Prize Team** within 30 days from the date of this grant letter.

With very best wishes,

Hannah Jones

Chief Executive Officer

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I have read, understood and agree to the terms and conditions of grant

Signed.....

Name: Andrea Magarini

Position: Food Policy Director

Date: 25 November 2022

Bank details verification

If this is the first time you are receiving grant funding from The Earthshot Prize, or if your bank account details have changed, you will need to provide evidence of your bank account in the form of an official document such as a blank paying-in slip, cheque or bank statement.

If the name of your bank account is different to the name of your organisation as shown at the top of this grant letter, please also provide evidence that the bank account is linked to your organisation.

Please note that we cannot make your first payment until we have received and verified your bank details.

Please complete the following fields where relevant:

BANK NAME	INTESA SANPAOLO S.P.A.
BANK ACCOUNT NAME	
SORT CODE <i>(UK banks only)</i>	
ACCOUNT NUMBER	
IBAN <i>(only where applicable)</i>	IT15V0306901783100000300001
SWIFT <i>(only where applicable)</i>	BCITITMM

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SCHEDULE 1

PART 1: Project Plan

This Project Plan sets out a description of the solution the winner was nominated for, the scaling ambitions for this solution and the broad nature of the activities that the winner will undertake in order to achieve these ambitions:

Description of the solution of the Local Food Waste Hubs led by the City of Milan – Food Policy

In the framework of the implementation of the Milan Food Policy, the City of Milan will co-create with local actors a series of local food waste hubs to recover food losses from retailers, wholesale market and private canteens and redistribute it through organisations and charities supporting families in need. This solution establishes in the different Milan neighborhoods local networks with improved short and rapid logistics of public private partnerships, engaging dozens of partners that work together to prevent food waste, reducing GHG food-related emissions and promoting food security.

The Milan's Local Food Waste Hubs show how cities can provide operational and financial incentives to retailers to minimize food waste. Over the past three years, a decentralised, highly coordinated system was implemented to offer healthy meals from food that otherwise would have been wasted. Since 2019, a set of Local Food Waste Hubs has been established, each Hub is able to recover and donate 130 tonnes per year, contributing to donating 260,000 meals equivalent.

Scaling ambitions for the City of Milan

The City of Milan is continuing to expand the Local Food Waste Hubs network to cover the whole city, neighborhood by neighborhood. The aim is to expand the infrastructure that allows the system to work at a small-medium scale, operationally more efficient and less costly (in terms of budget, people, logistics and related environmental costs).

The Grant will help enlarge the local network of Hubs and optimize its functioning through the addition of technology, the improvement of the collection and redistribution system, the dissemination of good practices and coordination mechanisms with local partners.

The City of Milan aims to increase the number of Hubs and launch a dedicated initiative to include the recovering of fresh food from open street markets.

A dedicated awareness-raising campaign against food waste will also be undertaken. The campaign will include: educational materials for school canteens (65,000 children eat in school canteens managed by the City's dedicated Municipal Agency MilanoRistorazione);

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short videos, totems, posters, social media content for the general public on institutional advertisement spaces; street actions.

The Food Policy Department will be in charge of the coordination of the project and a dedicated Food Waste Officer will be hired, in close cooperation with the Welfare Department, municipal agencies and local partners.

Sharing practices with 30 frontline cities of the C40 Cities network and the Milan Urban Food Policy Pact community

Establishing a similar system in other cities would require the creation or strengthening of their competences on food policies. Particular attention should be given to coordination with the key food players, both in the public and private sectors. To respond in real time to local needs, the Municipality has a key role in coordinating and monitoring the wider city governance actors.

The City of Milan leads the Milan Urban Food Policy Pact, a network of more than 250 world cities committed to developing a food policy based on six categories, one of them being food waste reduction. The City of Milan is also part of the C40 Food Systems Network that in 2019 launched the C40 Good Food Cities Declaration, engaging 15 big cities to work together towards more sustainable food systems on three main ambitions, including “To halve food waste by 2030”.

To implement the dissemination of the Moonshot systems and technologies, the City of Milan will launch the Milan Food Policy Academy to engage cities of the MUFPP and C40 networks, committed to reduce food waste, to disseminate the experience of the Local Food Waste Hubs. The Academy, open to city officers dedicated to food policies, will be organized both online and in-person with webinars and field visits, particularly visits to the Hubs and in-depth meetings with the local actors.

Approach of co-design with the local actors

In the food policy implementation, the City of Milan works to empower local actors from public, private, social and academic fields. The City of Milan also promotes the co-creation of innovative solutions, in a mutual exchange of different competences and know-hows.

The Local Food Waste Hubs were born as a public-private partnership including a wide range of actors, each contributing to achieve the food waste reduction goals. In light of this continuous common effort, the City of Milan aims to recognize this approach and will therefore activate a mechanism of re-granting to third parties (in accordance with clause 3.2 of Grant terms and conditions), based on a public call for proposals / co-design methodology (recognized by Law in Italy) in line with the 3.2.1 Grant terms and conditions.

Action plan

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The action plan is structured along four main pillars that aim at strengthening the Local Food Waste Hubs network, engaging open street markets on fresh food collection, promoting awareness-raising on food waste reduction and transferring know-how to other cities worldwide.

	Action	Cost	Description
A	Local Food Waste Hubs	£530.000	<p>Call for proposals to improve the existing Hubs on specific challenges emerged in the last three years (blockchain, bread transformation, increase fresh food donation, improved logistics, recovery from big events, etc...).</p> <p>Call for proposals to open new Hubs in neighbourhoods that need them.</p> <p>Food Waste Officer within the Food Policy Office to manage the relations with local partners.</p>
B	Open street markets	£170.000	Call for proposals to activate fresh food recovery from open street markets to Hubs.
C	Awareness raising campaign	£130.000	<p>Educational materials for the children within the school canteens.</p> <p>Awareness-raising campaign for the general public through institution communication.</p> <p>Street actions in open street markets during the recovering activities.</p> <p>Communication on the Local Food Waste Hubs.</p>
D	Milan Food Policy Academy transfer network	£170.000	<p>Training activities online and in-person offered to selected cities interested in replicating the Local Food Waste Hubs. A short list of cities will be decided based on experience, learning needs and political priorities among the C40 and MUFPP networks.</p> <p>Series of webinars, with local partners, will be organised to disseminate the solution.</p> <p>Field visits to the Hubs, in-depth meetings with the local partners in Milan will be arranged as well as visits in replicating cities may be organised.</p>
TOTAL		£1,000,000	

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PART 2: Prohibited Expenditure

In addition to the provisions for the use of the Grant set out in the terms and conditions of Grant, the Recipient is prohibited from using the Grant on the following activities or items ("**Prohibited Expenditure**") without the prior written consent of The Earthshot Prize, that may be given subject to conditions being imposed (including without limitation to repay all or part of the Grant):

- 1.1.1 making any payment to members of its governing body including its directors or trustees;
- 1.1.2 covering any employee expenses or paying for any administrative costs of the Recipient that are unrelated to the Project;
- 1.1.3 purchasing buildings or land;
- 1.1.4 paying for any expenses incurred by the Recipient prior to the Commencement Date;
- 1.1.5 any liability arising out of negligence on the part of the Recipient, its employees, representatives, sub-grantees or agents;
- 1.1.6 any fines, penalties or damages imposed or awarded by the courts or a regulator in any jurisdiction;
- 1.1.7 any service that the Recipient is under a statutory obligation to provide in its relevant jurisdiction;

The Recipient shall be prohibited from spending the Grant on any party political or campaigning activities which are prohibited under the Charity Commission's Campaigning and political activity guidance for charities - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/610137/CC9.pdf

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SCHEDULE 2

Payment and Reporting Requirements

Payment schedule

The payment schedule for this grant is shown below. Subject to availability of funds, each payment will be made once the associated conditions have been met. In order to allow sufficient time for review, it may take up to one month to receive payment once conditions have been met. To verify your bank details, we require an official document such as an original voided blank paying-in slip, a voided cheque or a bank statement. Please note that we cannot make your first payment until we have received and verified your bank details.

The Earthshot Prize may, at its sole discretion, refuse to make grant payments if a condition is not met by the due date and may consider this to be an indication that the Recipient has not made satisfactory progress with the Project.

Condition	Condition due date	Associated payment	Condition(s)
1	31 December 2024	£1 million	<p>Recipient has provided the required details of their bank account and any additional due diligence information reasonably requested by The Earthshot Prize.</p> <p>Payment of this Grant is conditional on The Earthshot Prize confirming in writing that, in its opinion, sufficient progress is being made towards the goals, objectives and outcomes as outlined in Schedule 1 and compliance with the terms and conditions in Schedule 3. This review will require the Recipient to provide progress reports as outlined in Part 2 below for The Earthshot Prize to review and will also require the Recipient to respond to any further questions and provide any further information The Earthshot Prize may have in relation to the work undertaken and progress made. For the avoidance of doubt, if in the opinion of The Earthshot Prize insufficient progress has been made by the Recipient then no instalment of the Grant shall be paid and The Earthshot Prize may exercise its rights in accordance with clause 6.1.2 of the terms and conditions set out in Schedule 3, which include but are not limited to the</p>

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			right to terminate this Agreement. This process of review shall be referred to as “Satisfactory Review of Progress Reports” in the boxes below.
Total		£1 million	

Reporting requirements

The Recipient shall submit the following updates and reports in a format agreed with The Earthshot Prize in the first year of the Grant Period:

Quarter	Type of Report	Due Date
1	Quarterly update	03/2023
2	Quarterly update	06/2023
3	Quarterly update	09/2023
4	End of year financial and operational report	12/2023
5	Biannual update	06/2024
6	Biannual update and end of year financial and operational report	12/2024

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After the first year of the Grant Period, the Recipient shall submit an update report every [six months] during the Grant Period and a financial/ end of year operational report at the end of every year, on the dates prescribed by The Earthshot Prize.

Upon the expiry of the Grant Period, the Recipient shall continue to provide a yearly impact report (in the form to be agreed with The Earthshot Prize) for the remainder of the Claim Period.

Indicators	Action	KPIs and Metrics	Means of verification
# of active Hubs	A	3	Annual report
# of new Hubs launched	A	3	Call for proposal (Municipal Act) Contract with the Hub's managers
Dedicated Hub activated inside the Wholesale Market	A	1	Annual report
# of open street markets engaged	B	30	Call for proposal (Municipal Act) Contract with the Hub's managers
# tons of food losses saved	A, B	10 tons / month / hub	Biannual monitoring report of the manager organization of each Hub, verified by partner research center
# meals equivalent	A	1 ton = 2.000 meals	
% of food losses redistributed / food waste generated	A	30% average retail in the Hubs 9% average retail at national scale	
# net economic value recovered	A	1 ton = 3.300 €	
# GHG emission reduced	A	1 ton = 2,3 CO ₂ eq	
# charities and third sector organization engaged	A	10 per Hub	LOI with third sector
# private sector food-related engaged	A	10 per Hub	LOI with retailers
# meetings of co-creation and coordination organized	A, B	5 meeting per year	Minutes of the meetings
# citizens awareness-raising food waste campaign	C	65.000 children in school canteens	Report of the campaign

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		400.000 citizens general public 150.000 citizens markets users	
# of webinars about the Hubs	D	5 webinars	Program of the webinars
# of partners engaged for the Milan field visits to the Hubs	D	10 partners	Program of the visits LOI with partners
# world cities engaged in online training and webinars	D	30 cities of the C40 / MUFPP	Minute of the webinars
# world cities engaged in Milan field visits to the Hubs and partners	D	5 cities of the C40 / MUFPP	Report of the Milan field visit

For each year in which grant funds are paid, the Recipient shall send a copy of their final audited accounts to The Earthshot Prize as soon as they are available.

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SCHEDULE 3

Grant terms and conditions

Definitions

In this Agreement, unless otherwise provided:

- Agreement** means the grant letter and all of its schedules;
- Bribery Laws** means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction;
- Charity Commission** means the Charity Commission for England and Wales;
- Claim Period** means a period of ten (10) years from the date of the grant letter;
- Commencement Date** means the date this Agreement is signed for and on behalf of the Recipient;
- DBS** means the Disclosure and Barring Service;
- Data Protection Legislation** means (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) ("**UK GDPR**"); (ii) the Data Protection Act 2018; and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK together with all other applicable data protection and privacy law (and "**controller**", "**personal data**", and "**processing**" shall each have the meaning given to it in the UK GDPR);
- Grant** means the funds granted to the Recipient in accordance with this Agreement;
- Grant Period** means the period for which the Grant is awarded set out in the grant letter;
- Intellectual Property Rights** means 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

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however arising for their full term and any renewals and extensions;

Know-How	means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
Project	means the project described in Schedule 1;
Recipient	means the recipient of the Grant named in the grant letter;
Regulated Activity	means the same as defined in the Safeguarding Vulnerable Groups Act 2006;
Safeguarding	shall have the meaning attributed to it in the Charity Commission's Guidance on Safeguarding as amended from time to time;
Serious Incident/ Serious Incident Report/	shall have the meaning attributed to it in the Charity Commission's Guidance on SIRs (https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity#what-to-report), as amended from time to time;
SIR	time;
The Earthshot Prize	means the global environment prize, designed to incentivise change and help repair our planet over the next ten years;
The Earthshot Prize	The Earthshot Prize (charity no. 1198701) or any organisation that it assigns the Agreement to in the future; and
VAT	means tax charged pursuant to the Value Added Tax Act 1994 and subsequent legislation.

Duration

This Agreement shall commence on the Commencement Date, and shall remain in full force and effect until:

terminated in accordance with clause 0; or

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the end of the Claim Period.

The conditions of this Agreement shall continue to apply for so long as any of them remain unperformed.

Use of the Grant

The Recipient will use the Grant exclusively for the delivery of the Project. The Grant cannot be used for any other purpose without the prior written agreement of The Earthshot Prize, and any changes to the Project require The Earthshot Prize's prior written agreement. For the avoidance of doubt, the Grant must only be used for activities that are charitable under the laws of England and Wales. The Earthshot Prize reserves the right to impose such additional conditions in respect of the Grant as is necessary in the reasonable opinion of The Earthshot Prize to protect them and/or to ensure that the Grant is used only for the Project and for the public benefit.

For clarity, unless the costs have been approved in writing by The Earthshot Prize, the Recipient will not use the Grant on any Prohibited Expenditure, as listed in Schedule 1, Part 2 of this Agreement. Subject to the prior written consent of The Earthshot Prize, the Recipient may sub-grant funds to a third party for implementation of the Project. The Recipient warrants, undertakes and agrees that it shall:

unless otherwise agreed in writing by The Earthshot Prize, conduct due diligence to ensure the third party has compatible values, the capacity and expertise to carry out the Project activities, and shall share that due diligence with The Earthshot Prize ahead of any consent being granted;

ensure the third party is required to provide appropriate information to the Recipient to enable it to comply with its reporting and monitoring obligations under this agreement;

enter into an agreement with the third party on conditions equivalent to those in this Agreement; and

regularly monitor and review the third party's implementation of the Project.

If any part of the Grant remains unspent at the end of the Grant Period, the Recipient will return any unspent monies to The Earthshot Prize or, if agreed in writing by The Earthshot Prize, will be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

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Payment of Grant

Subject to clause 0 and the availability of funds, The Earthshot Prize will pay the Grant to the Recipient in accordance with the payment schedule in Schedule 2.

The Grant shall be paid in £GBP. The exchange rate that applies shall be the exchange rate on the date on which the payment is made.

No Grant shall be paid unless and until The Earthshot Prize is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

The Recipient acknowledges that the Grant is not consideration for any taxable supply for VAT purposes by the Recipient to The Earthshot Prize and The Earthshot Prize's obligations under this Agreement do not extend to paying the Recipient any amounts in respect of VAT in addition to the Grant.

The Recipient shall promptly repay to The Earthshot Prize 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.

Reporting and records

The Recipient and The Earthshot Prize shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

The Recipient will provide The Earthshot Prize with financial and operational reports on its use of the Grant and delivery of the Project as set out in the Reporting Requirements in Schedule 2, in a format agreed with The Earthshot Prize.

The Recipient will report any event or incident which may require The Earthshot Prize to report a Serious Incident to the Charity Commission (including but not limited to Safeguarding concerns), to The Earthshot Prize without delay and in any event within 48 hours of the incident/ concern. Should the incident/ concern be of such a nature as to require the making of a Serious Incident Report (SIR) to the Charity Commission or to any other Safeguarding body or regulator the Recipient will notify The Earthshot Prize either of the Recipient's decision to make a SIR if appropriate and provide a copy of that SIR to The Earthshot Prize or provide sufficient details of the incident/ concern to The Earthshot Prize to enable them to make a SIR.

The Recipient will keep separate, accurate and up to date accounts and records of the receipt and expenditure of the Grant. The Recipient will keep all invoices, receipts, and

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accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of the Grant monies to which they relate. The Earthshot Prize shall have the right to review, at The Earthshot Prize'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.

Where applicable, the Recipient shall comply with all applicable statutory requirements as regards accounts, audit or examination of accounts, annual reports, confirmation statements and annual returns.

The Recipient shall have its accounts externally audited and shall provide The Earthshot Prize with a copy of its audited annual accounts as soon as they are available following the end of the relevant financial year in respect of each year of the Grant Period.

The Recipient will, on request by The Earthshot Prize, provide The Earthshot Prize with such further information, explanations and documents as The Earthshot Prize may reasonably require in order for it to be satisfied that the Grant has been used properly in accordance with this Agreement.

The Recipient will permit any person authorised by The Earthshot Prize 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 Agreement. The Earthshot Prize may take copies of relevant accounts and records.

The Grant will be shown in the Recipient's accounts as a restricted fund and will not be included under general funds.

Withholding, suspending and repayment of Grant

Without prejudice to The Earthshot Prize's other rights and remedies, The Earthshot Prize may at its discretion withhold or suspend payment of the Grant, require repayment of all or part of the Grant and/or terminate this Agreement during the Claim Period if:

any of the Grant is used for purposes other than those for which it has been awarded;

any of the Grant is used on Prohibited Expenditure;

The Earthshot Prize considers that the Recipient has not made satisfactory progress with the delivery of the Project and has failed to provide The Earthshot Prize with a reasonable explanation for the lack of progress;

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the Recipient is, in the opinion of The Earthshot Prize, delivering the Project in a negligent manner;

the Recipient is, in the opinion of The Earthshot Prize, delivering the Project without due regard to the Safeguarding of the Project beneficiaries;

the Recipient (or any of its directors, employees or sub-grantees) takes any actions which, in the opinion of The Earthshot Prize, damages or is likely to damage The Earthshot Prize's reputation in any way;

the Recipient's delivery of the Project results in a Safeguarding incident which is a reportable as a Serious Incident to the Charity Commission and the Recipient fails to report this to The Earthshot Prize in accordance with clause 5.3 and/ or otherwise fails to deal with the incident in accordance with clause 10 and/ or The Earthshot Prize's Safeguarding Policy;

the Recipient provides or has provided The Earthshot Prize with any materially misleading or inaccurate information;

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);

any of the following circumstances occur without the Recipient first notifying The Earthshot Prize and obtaining its prior written consent, which for the avoidance of doubt may be given subject to conditions including the condition to repay all or part of the Grant: -

- (a) the sale or transfer of all or part of the Recipient's business;
- (b) the merger or amalgamation of the Recipient's business with another body (including a group company);
- (c) any change of control of the Recipient or any other material change to its composition, structure or key personnel;

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;

the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure (if remediable) within 30 days of receiving written notice detailing the failure; or

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the Recipient fails to provide reports or other information required by The Earthshot Prize in a timely manner.

If the Recipient is subject to financial or other difficulties which are capable of having a material impact on its ability to carry out the Project or comply with this Agreement, the Recipient shall notify The Earthshot Prize as soon as possible so that, if possible and without creating any legal obligation, The Earthshot Prize will have an opportunity to provide assistance in resolving the problem or to take action to protect The Earthshot Prize and the Grant.

Acknowledgement and Publicity , confidentiality and Intellectual Property Rights

The Recipient shall acknowledge the Grant in its annual report and accounts, including a short one-line acknowledgement of The Earthshot Prize as the source of the Grant.

The Earthshot Prize will provide the Recipient with a 'winners logo' that it may use to promote its involvement with The Earthshot Prize and/or the Project and display on any publicity or other materials.

The Recipient will be permitted to use the name or logo of The Earthshot Prize of The Duke and Duchess of Cambridge or the name and logo of The Earthshot Prize in connection with The Earthshot Prize with the prior consent of The Earthshot Prize.

Each party will keep confidential all Intellectual Property Rights or Know-How or other business, technical, commercial information or any matters pertaining to The Royal Family disclosed to it as a result of the Agreement and will not disclose the same to any person, except to the extent necessary to perform its obligations under this Agreement. The obligations of this clause do not apply to: any use or disclosure which both parties agree to or which is required by law; or any information which is already in, or comes into, the public domain otherwise than through an unauthorised disclosure.

The Earthshot Prize 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 The Earthshot Prize and the Recipient before the Commencement Date or developed by either party during the term of this Agreement, will remain the property of that party. The Recipient shall make such information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights publicly available for the public benefit if required to do so in Schedule 1.

Where The Earthshot Prize has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo or the name and logo of The Earthshot Prize), the Recipient shall, upon

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termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by The Earthshot Prize.

Data Protection

To the extent that they process personal data in connection with this Agreement, the Parties each warrant that:

they will comply with their respective obligations under the Data Protection Laws;

should any request be made by an individual in connection with this Agreement and/ or the Project to exercise a right/rights under the Data Protection Legislation, any such request will be dealt with by the Party who receives the request; and

immediately upon becoming aware, and in any case within 24 hours, notify the other Party of any incident or breach involving personal data that is likely to impact the other Party. In the event of such a notification, both Parties shall work together in good faith to mitigate any negative impact.

The Recipient undertakes to use all reasonable endeavours to ensure that all data relating to its beneficiaries or service users which it provides to The Earthshot Prize in accordance with this Agreement (and in particular in accordance with its obligations under clause 5) is appropriately anonymised so as to not constitute personal data. Should it come to the attention of either Party that any such data is not appropriately anonymised, it shall inform the other Party as soon as reasonably practicable and the Parties shall work together in good faith to mitigate any negative impact and ensure that future data sharing shall be appropriately anonymised.

Notwithstanding clause 8.2, the Parties acknowledge and agree that the Recipient may provide The Earthshot Prize with personal data of beneficiaries or service users of the Recipient or the Project for use in The Earthshot Prize's marketing materials produced for the promotion of the Project, or to facilitate events (including providing event briefings to The Earthshot Prize personnel or appropriate third parties such as The Earthshot Prize's principals and/ or the Royal Household). In the event of such sharing the Recipient undertakes that it shall, before providing such personal data to The Earthshot Prize, either:

obtain a consent form signed by the relevant individual (or their parent or guardian where appropriate) which is in a form approved by The Earthshot Prize (a copy of which shall be provided to The Earthshot Prize on request, as soon as reasonably practicable); or

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work with The Earthshot Prize to ensure that the transfer is necessary for the purposes of the legitimate interests pursued by the Parties (or a third party) and that the processing is not unwarranted by reason of prejudice to the rights and freedoms or legitimate interests of the relevant individual.

The Recipient shall ensure that its privacy notice is clear and provides sufficient information to its beneficiaries and service users for them to understand that it may share their personal data with The Earthshot Prize to facilitate events or for use in marketing materials.

The Parties acknowledge and agree that the relationship between them pursuant to this Agreement is not intended to constitute that between a controller and a processor (each as defined in the Data Protection Legislation), and that each Party shall be an independent controller with respect to the personal data it holds.

Anti-bribery

The Recipient will comply with all Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery, and will use all reasonable endeavours to ensure that:

- all of the Recipient's personnel;
- all others associated with the Recipient; and
- all of the Recipient's subcontractors or subgrantees,

involved in the Project or with this Agreement comply.

Without limitation to clause 0, the Recipient will not make or receive any bribe or other improper payment, or allow any such payment to be made or received on its behalf, and will implement and maintain adequate procedures (as defined in the Bribery Laws) to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

The Recipient will immediately notify The Earthshot Prize as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 0.

Safeguarding

The Recipient shall comply with all applicable Safeguarding legislation and regulatory requirements including but not limited to the Safeguarding of Vulnerable Groups Act 2006 and shall comply with The Earthshot Prize's Safeguarding Policy as a minimum requirement. If the Project includes any Regulated Activity with children or vulnerable adults then the Recipient shall ensure that any person engaged in such activity shall

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have the appropriate level of DBS check and certificate (or the equivalent available check if the Project is outside of the jurisdiction of the DBS) and shall ensure safe recruiting procedures are followed at all times.

Warranties

The Recipient warrants, undertakes and agrees that:

unless otherwise stated in Schedule 1, it has all necessary resources to carry out the Project (assuming due receipt of the Grant monies);

it has all necessary expertise to carry out the Project;

it shall promptly notify The Earthshot Prize of any event which does or may cause adverse publicity to the Recipient or The Earthshot Prize;

it, and its employees, agents and sub-grantees shall do nothing that brings The Earthshot Prize or The Royal Family into disrepute;

it does not employ individuals or contribute funds to organisations or individuals that the Recipient knows or suspects to support or otherwise be involved in terrorism or that are found on any terrorist-related list promulgated by the UK Home Office, the U.S. Government, the United Nations, or the European Union;

it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations and shall notify The Earthshot Prize immediately of any significant departure from such legislation, codes or recommendations;

it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

it is not subject to any contractual or other restriction imposed by its own or any other rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

all financial and other information concerning the Recipient which has been disclosed to The Earthshot Prize is to the best of its knowledge and belief, true and accurate; and

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it is not aware of anything in its own affairs, which it has not disclosed to The Earthshot Prize or any of The Earthshot Prize's advisers, which might reasonably have influenced the decision of The Earthshot Prize to make the Grants on the terms contained in this Agreement.

Liability for use of the Grant

The Earthshot Prize accepts no liability for any consequences, whether direct or indirect, that may arise in relation to the Project, any use of the Grants or from withdrawal of the Grants.

The Recipient shall be fully responsible and liable financially and otherwise, for all liabilities, expenditure, claims, demands, actions, costs, expenses, losses and damages arising out of or in relation to the Project or any use of the Grant.

The Recipient agrees to reimburse The Earthshot Prize for any loss, damage or costs (including legal expenses) it might suffer as a result of or in connection with the Recipient's actions or omissions in relation to the Recipient's use of the Grants or its breach of this Agreement.

Insurance

The Recipient will maintain adequate insurance at all times and, if asked, will supply copies of the insurance policy to The Earthshot Prize.

General

The failure of either party to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights.

The Recipient may not, without The Earthshot Prize's prior written consent, transfer or pay to any other person any part of the grant or assign, transfer, sub-grant, or in any other way make over to any third party the benefit and/or the burden of this Agreement.

These conditions shall not create any partnership or joint venture between the Parties, 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.

This Agreement and all documents referred to in it constitute the entire agreement and understanding between the parties and supersede any previous agreement or understanding between the parties in relation to such subject matter. For the avoidance of doubt, The Earthshot Prize may transfer or assign the benefit and/or the burden of this Agreement to another organisation without the prior consent of the Recipient and shall notify the Recipient in writing in the event that it does so. The

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parties acknowledge that The Earthshot Prize intends to transfer the Agreement to an independent entity, The Earthshot Prize once it has been established.

No variation or addition to or deletion from the provisions of this Agreement shall be effective unless made in writing and signed for and on behalf of both parties.

No person other than a party to this Agreement shall have any rights to enforce any condition of this Agreement.

Any notice or other document given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent by hand or by registered post or by email to a party. Any notice or other document shall be deemed to have been received by the addressee two working days following receipt of the dispatch if the notice or other document is sent by registered post or simultaneously where the delivery or transmission is sent by hand or given by email. Notice shall not have been properly given by email if the sender of an email receives notification that the email has not been delivered.

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.