

<b>Title of Report:</b>	<b>4C UR FUTURE - Causeway Coast and Glens Event Support</b>
<b>Committee Report Submitted To:</b>	<b>The Leisure &amp; Development Committee</b>
<b>Date of Meeting:</b>	<b>16 November 2021</b>
<b>For Decision or For Information</b>	<b>For Decision</b>

<b>Linkage to Council Strategy (2021-25)</b>	
Strategic Theme	Local Economy
Outcome	Council contributes to increasing early stage entrepreneurial activity in line within the norm for Northern Ireland
Lead Officer	Interim Head of Prosperity & Place

<b>Budgetary Considerations</b>	
Cost of Proposal	£6,000 - £7,000
Included in Current Year Estimates	<b>NO</b>
Capital/Revenue	revenue
Code	tbc
Staffing Costs	Included in staff time

<b>Screening Requirements</b>	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No	Date:
	EQIA Required and Completed:	Yes/No	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No	Date:
	RNA Required and Completed:	Yes/No	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No	Date:
	DPIA Required and Completed:	Yes/No	Date:

## **1.0 Purpose of Report**

**The purpose of this report is to inform Council of the proposed 4C UR FUTURE Live for the Borough, and to seek approval for Causeway Coast and Glens Council to take part in the 4CUR FUTURE event for the Borough in June 2022.**

## **2.0 Background**

4C UR Future is a not-for-profit Community Interest Company that exists to engage, inform, and inspire young people to make more empowered education and career choices.

The project is industry-led and has over 40 member companies signed up to support the at-scale pilot in 2022, including NI Water, NI Electricity, Danske Bank, FinTrU, and the NI Civil Service.

To date the project has successfully secured match-funding from a local Foundation, which is being used to develop our innovative, and Northern Ireland's first, Careers Portal.

Council has been approached to support an event within our Borough which will be part of a series of live events scheduled for June 2022. Currently, all Councils are agreed in principle to host and are in process of taking to respective Committees. To date 6 have received committee approval.

The aims of the pilot events are to:

- Engage, inform, and inspire young people to make the most of their opportunities.
- Enhance equality of opportunity by ensuring all young people are aware of subjects and career paths that provide options that work for them.
- Boost confidence and awareness in young people in relation to their capabilities.
- Help businesses share their existing and potential opportunities with young people at an early and pivotal age.

The event will be a compliment to Council's efforts by:

- Supporting economic growth through the development and nurturing of the essential skills pipeline.
- Supporting young people to make subject and career choices
- Providing the opportunity for increasing social value impact for our young people through collaborative activities and engagement.

For more detail on the project see **Annex A**.

## **3.0 Request to Council**

Council has been asked to support the event by:

1. Providing a suitable venue, whether Council-owned/managed or independent, for two days (1 day for set-up, 1 day for the event), including the cost of hiring the venue. Due to numbers approx. 600-700 + students the organisers envisage this to take place at the Ulster University Coleraine Campus.
2. Providing lunch for 200 volunteers and teachers for the day of the event, including unlimited tea and coffee provision (either from an in-house caterer or an external provider). Approx. costs based on Council feedback are £6-£8 per head (£1,200-£1,600).

3. Providing a suitable PA system. Initial communication with confirmed venues indicates they are well-equipped. Where this is not available, costs will be associated with the rental of a PA system.
4. Contributing equally to a regional contract for the provision of tables, chairs & partitions to run the event. Based on figures quoted for the proposed 2020 events, this is approx. £3,500 per Council.
5. Council Officer support in event planning and communication, including engagement with all schools in the region.
6. To sign up to a partnership agreement to support the event – See **Annex B**.

Total expected costs for Council £6,000.

#### **4.0 Recommendation**

**The Leisure & Development committee recommends to Council to approve Causeway Coast and Glens Borough Council's participation in the 4CUR FUTURE Live event for the Borough in June 2022 by signing the partnership agreement.**

# 4C UR FUTURE

## COUNCIL BRIEFING

**4C UR Future LIVE** is a series of regional events to be held in June 2022 across Northern Ireland to enable approximately 7,500 Year 9 pupils gain insights into their future career opportunities, before they make their GCSE choices.



The at-scale pilot events in 2022 follow-on from a hugely successful 'proof of concept' pilot held in 2019, which saw almost 1,200 young people from eight local schools gather at Ulster University, Jordanstown, for a day of sector-related skills games and work-based challenges. The pilot was supported by over 120 volunteers from 30 cross-sectoral companies and aimed to highlight young peoples' natural attributes and talents, and their potential future career choices.

**4C UR Future LIVE** is not a dry and boring information-based event. Instead, young people take part in a range of interactive games and work-based skills challenges, that are specifically designed to draw out and identify their key strengths, relative to future of work employability criteria, all with a view to helping them make better-informed subject choices and career planning.

**4C UR Future** collaborates with key employers, organisations, and the main sector groups within the Northern Ireland economy to inform young people of the skillsets that are desirable both now, and in the future. An industry-led Steering Team has been established to finalise plans for 2022, and to make the all-important connections with the business sector.

### 2021-2022 Plans

**4C UR Future** aims to run 11 **LIVE** events in June 2022, one hosted by each Council area. All 11 Councils have agreed to host in principle (6 have received Committee Approval).

### Causeway Coast & Glens Borough Council

**4C UR FUTURE** is a not-for-profit Community Interest Company. We exist to engage, inform, and inspire young people to make more empowered education and career choices, to become the best version of themselves, and optimise their opportunity to contribute to society and the economy.

Our approach is specifically designed to enhance equality of opportunity. We enable each individual to explore their own unique combination of attributes, talents, and learning styles, relative to their peer group, and align them with future of work trends and employability criteria.

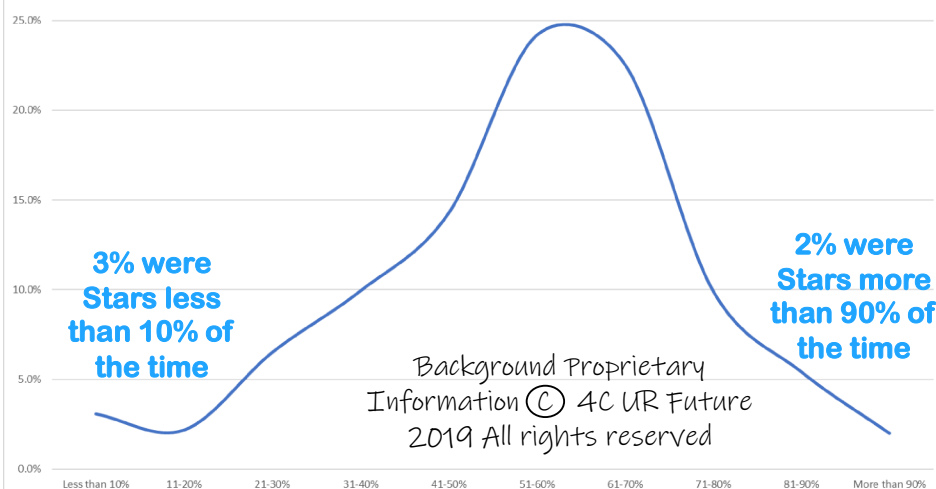
Our collaborative approach is highly cost-effective – reducing duplication and leveraging collective resources for maximum social value impact.



# PHASE 1 PILOT DATA

## Headline Results - Our young people are stars!

### Graph showing percentage of participant was recorded as a star at something



Games are designed to reflect competencies required in the (future) world of work and the range of games chosen reflect the diversity of careers and ensure there was something for everyone. Participant teams (of 4-6 people) assessed their team performance and with facilitator's help, identified team members who shone in a particular aspect in that game.

### The 4C UR Future **LIVE** events aim to:

- Engage, inform, and inspire young people to make the most of their opportunities.
- Enhance equality of opportunity by ensuring all young people are aware of subjects and career paths that provide options that work for them.
- Boost confidence and awareness in young people in relation to their capabilities.
- Help businesses share their existing and potential opportunities with young people at an early and pivotal age.

### Why?

- There are approximately 25,000 young people in Year 9 in Northern Ireland.
- Research shows that for young people who receive 4 inspirational interventions about the world of work, the results can be life-changing.
- While it may be deemed important to focus on those from deprived areas, one of the critical success factors of **4C UR Future** is the all-compassing nature of participants, with the opportunity for every child to shine and receive peer recognition.
- The world of work has changed beyond all recognition in recent years and it continues to change at a fast pace. Traditional subject choices and career aspirations simply aren't as relevant or straightforward as they used to be. There is a huge range of new options and it's

vital that we get that message across to teachers, children, and their parents.

- There is a need for a coordinated, cross-sector and collaborative approach to provide clarity.

### How?

- The **LIVE** events involve businesses from start to finish and have a gamified approach.
- Each young person is enabled to explore their own unique combination of attributes, talents, and learning styles, and to align them with emerging work trends and employability criteria.
- To ensure the data is useful and informative, and to support equality of opportunity, it is important that whole year groups from schools attend the event.
- We aim to demystify the confusion surrounding careers. The world of work is changing so fast, it is difficult to keep up to date. Understandably, it's an area where some teachers struggle, and some schools admit that they don't do very well.
- We would like to expand our programme for teachers at the event with relevant Sector Briefings.
- **4C UR Future** provide all pre-planning, event management, liaising with business and schools.
- **Free to schools - 4C UR Future** will also provide transport for children in the local area.



## 2021-2022 Plans:

**4C UR Future** plans to run 11 **LIVE** events for 7,500 Year 9 pupils across Northern Ireland in 2022. We initially expected to run in six council areas but when we started to engage in May, there was significant appetite for our independently facilitated and collaborative approach, so our Steering Team agreed to run an event in any council area that wanted to host.

The 2022 events are an at-scale pilot, and we aim to reach approximately 7,500 young people. We must ensure we maintain data quality and we don't want to overstretch our volunteers – who are employees of member companies and local FE/HE students. However, our ambitious future vision is to offer **4C UR Future LIVE** to every school and Year 9 pupil in Northern Ireland, approximately 25,000 pupils per year.

Running the events in June is a deliberate choice. In consultation with schools, the last few weeks of Year 9, before the young people embark on Year 10 and make their all-important GCSE subject choices, is optimal.

### Causeway Coast & Glens Borough Council

**4C UR Future LIVE** is an ideal collaboration that will compliment and support Council's efforts in:

- Supporting inward investment, economic growth, and the development of business start-ups through the nurturing and development of essential skills pipelines.
- Supporting young people in making critical subject and career choices through understanding their natural attributes and talents.
- Providing Social Value Impact through delivering an engaging, collaborative, and cross-sectoral intervention for young people, at a critical point in their education journey.

### The Asks

- Could Council host this event in June 2022? See the UU 3G Pitch floorplan on the next page – this would be adjusted for Council's facility.
- Hire of tables and chairs and provision of a PA system. We are working on a regional contract

for set up and are asking Councils to pay for their area proportionately (£3,500).

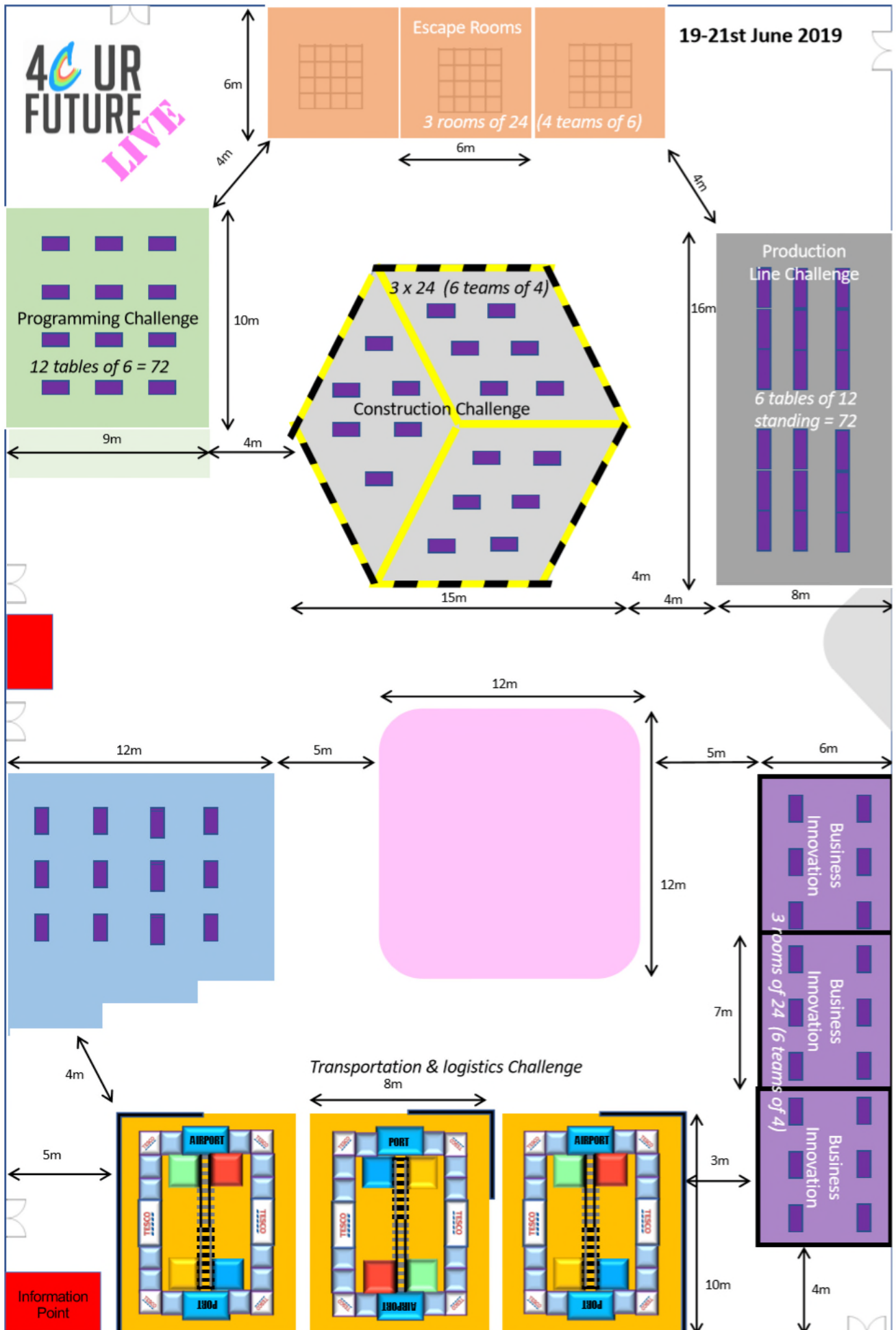
- Provision of catering for approx. 200 volunteers and teachers for the event day, and 30 people for set-up day. Children will bring their own packed lunches.

One of the industry experts attending the event and watching the young people go through their paces noticed a young man who had an unusually high level of manual dexterity. When he was told this, it was clear that he'd never received that kind of praise before.

*“But does his manual dexterity mean that he'd make a great butcher, a great mechanic, or a great surgeon? That's the kind of question that we'd love to help him to answer.”*



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## CAUSEWAY COAST & GLENS BOROUGH COUNCIL

### Partnership Agreement

1	Parties	<p>(1) <b>4C UR Future</b> is a not-for-profit Community Interest Company, whose registered address is Catalyst Innovation Centre, Queens Road, Belfast, BT3 9DT. Company No: NI659959.</p> <p>and</p> <p>(2) <b>Causeway Coast &amp; Glens Borough Council</b></p>
2	Campaign Commencement Date	TBC
3	Event Dates	TBC – Proposed Wednesday, 22 <sup>nd</sup> June 2022, with set up on Tuesday, 21 <sup>st</sup> June.
4	Event Details	<p><b>4C UR Future LIVE</b> is a series of regional events to be held in June 2022 across Northern Ireland to enable approx. 7,500 Year 9 pupils gain insights into their future career opportunities <i>before</i> they make their GCSE choices, and to provide career inspiration based on each young person's natural attributes and interests.</p> <p>The 2021/22 campaign commences with PR, with event registrations aiming to go live in Nov 2021, and a digital engagement campaign commencing in Jan/Feb 2022, before the <b>LIVE</b> events take place in June 2022.</p> <p>This Agreement covers the 2021/2022 campaign.</p> <p>Following detailed investigation, the <b>[LOCATION]</b> would be a suitable venue to run this event and is available on the date/s shown above.</p>
5	Council Commitments	<p>The Council will be responsible for the following:</p> <ul style="list-style-type: none"> <li>• Liaising with the venue to agree contractual arrangements and payment for use of the venue for the dates stated above.</li> <li>• Providing financial support for table, chair, and partition set-up for the event, as detailed in the final floorplan, a final version to follow no later than March 2022. 4C UR Future are currently negotiating a regional contract for set-up provision, for which Council would be required to contribute an equal proportion relative to their event, estimated to cost approx. £3,500.</li> <li>• Ensuring a PA system is available that has the scope to cover the entire event space for making announcements during the event.</li> <li>• Providing catering for up to 30 volunteers for the set-up day, and up to 200 volunteers and teachers on the event day, including unlimited tea and coffee.</li> <li>• Provision of portable toilets, if required – facilities TBC.</li> <li>• Provision of safety/access ramps for use on the day, if required – facilities TBC.</li> <li>• Cover any additional venue/resource costs required to run this event.</li> </ul>
6	Partnership Package	<p><b>Causeway Coast &amp; Glens Borough Council's</b> logo will be included on all promotional materials sent to schools, parents, and businesses (either printed or electronic) for the event taking place within the Council area. Council's logo will also be included on the new 4C UR Future website, and there will be opportunities for Council to engage with 4C UR Future and their local schools and business community in the creation and distribution of content. There will be an opportunity for the Council to invite local Councillors and local press to attend on the event day/s.</p>
7	Payment Dates	Invoices relating to the event will come directly to the Council and should be paid within 14 days prior to the event taking place.
8	School Engagement	4C UR Future and its Event Sub-Team members, in collaboration with and support from Council, will make contact with all schools in the Council area to inform them of the event and registration process. Communications must be pre-approved by 4C





		<p>UR Future. We hope to inspire up to 750 young people through this pilot event, subject to venue capacity. Schools must register their entire Year 9 group for the event to confirm their place. Places are on a first-come first-serve basis for the pilot event, subject to equality of opportunity criteria. A reserve list will be maintained.</p> <p>Transport will be provided for schools. It is crucial schools arrive at the venue on time for registration. Schools located further than a 20-minute travel time from the venue will be required to confirm suitable arrangements to enable prompt arrival at the venue i.e., commencing the school day earlier to facilitate travel time.</p> <p>Follow-up communications with the school and young people will be via email and the 4C UR Future Careers Portal, including the provision of a Personal Positive Profile for each young person who participates in the event.</p>
9	<b>Other notes</b>	<p>It may be possible to include schools from other Council areas that fit within the travel distance to this venue. Causeway Coast &amp; Glens Borough Council will be informed of schools from other Council areas that may be able to attend.</p>
10	<b>Notices</b>	<p>Any notices in respect of this agreement should be sent to Rachel Doherty, Managing Director, 4C UR Future, by email at <a href="mailto:rachel@4curfuture.com">rachel@4curfuture.com</a>.</p> <p>Causeway Coast &amp; Glens Borough Council's contact in respect of this Agreement is <b>[NAME]</b>, <b>[JOB TITLE]</b>, who can be contacted by email at <b>[EMAIL ADDRESS]</b>.</p>

**Other Terms, specific to this Agreement are as follows:**

This Partnership Agreement has been entered into on the date stated below. By signing this Partnership Agreement, you are confirming the accuracy and agreeing to be bound by the general Terms and Conditions attached to this Partnership Agreement, which together form the terms of this agreement ('**Agreement**').

**4C UR Future**

**Council**

**Signed:** .....

**Signed:** .....

**Date:** .....

**Date:** .....

**If this Partnership Agreement is not signed, this Agreement will be entered into on the date the Council Partner confirms by email that the Terms are acceptable.**



## **EVENT CHECKLIST**

<b>Task/Activity</b>	<b>Completed</b>
Venue Risk Assessment completed.	
Venue floorplan provided.	
Confirmation of venue secured by Council.	
Confirmation of catering provision for up to 30 people for set-up day.	
Confirmation of catering provision for up to 200 people for event day.	
Confirmation of continuous tea and coffee for event day.	
Confirmation of tables, chairs and partitions from 3 <sup>rd</sup> party supplier.	
Confirmation of suitable PA system.	
Confirmation of suitable number of toilets.	
Confirmation of suitable safety/access points.	
Fire Evacuation Plan provided by venue.	
Confirmation of parking and access arrangements.	
Confirmation of venue point of contact.	
Description of number of venue staff available on the event day and an outline of their remit for events held on the premises.	
Confirmation that ancillary rooms, other than toilets, can be locked on the day of the event.	



## 4C UR Future general Terms and Conditions relating to the Partnership Agreement (“General Terms”)

### 1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement:

#### Definitions

“**Business Day**” means any day other than a Saturday, Sunday, or public holiday in Northern Ireland.

“**Confidential Information**” means all confidential information (however recorded or preserved) disclosed by a Party to this Agreement or its Associates (as defined below in clause 4.1(h)) to the other Party and/or that Party's Associates in connection with the supply of Services and the Deliverables by 4C UR Future, and any other information that would be regarded as confidential by a reasonable business person in relation to the business, affairs, customers, clients, suppliers, plans, intentions, opportunities of the disclosing Party, and/or the provision of the same Services.

“**Partnership Pack**” means the pack containing information for the Partner to use in relation to the Event and the fulfilment of the Partnership Package, to be sent by 4C UR Future to the Partner following the date of this Agreement.

“**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business, and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Notices**” has the meaning attributed to it in the Partnership Agreement.

“**Partner Materials**” means any material that the Partner provides to 4C UR Future during the Term, which promotes the Partner's participation in the Event.

All terms referred to in the Partnership Agreement shall have the meanings given to them in the Partnership Agreement.

- 1.2 The General Terms set out the general Terms and Conditions applicable to this Agreement and are supplementary to the Partnership Agreement, which sets out the specific details of the Partnership Package applicable to this Agreement.
- 1.3 Where any provision contained in the Partnership Agreement conflicts with any provision of these General Terms, the General Terms shall prevail.
- 1.4 The headings in this Agreement are for ease of reference only and shall be disregarded in construing or interpreting the Agreement.
- 1.5 A reference to "writing" or "written" includes email.
- 1.6 Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. Term

The Partnership Package shall commence on the Commencement Date and continue until expiry of the Campaign End Date (when it shall terminate automatically without notice), unless terminated earlier in accordance with clause 10 (“**Term**”).

### 3. 4C UR Future's Obligations

- 3.1 4C UR Future warrants that, during the Term, any Event that 4C UR Future hosts will be hosted with reasonable care and skill.
- 3.2 Subject to the payment of the Charges and Expenses and any Other Costs (as applicable), 4C UR Future shall provide the Partnership Package to the Partner.
- 3.3 4C UR Future shall have the right to make any changes to the Event that are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Partnership Package, and 4C UR Future shall notify the Partner in any such event.
- 3.4 4C UR Future shall have the absolute right, at any time, to refuse to publish or use any Partner Material where 4C UR Future has indicated that it will not permit such content to be used and/or 4C UR Future reasonably believes that such Partner Material is unsuitable and/or of an inappropriate quality or nature. To the extent reasonably practicable, 4C UR Future will suggest amendments to the Partner Material to comply with 4C UR Future's requirements.

### 4. Council Partner Obligations

- 4.1 The Council Partner warrants that:
- (a) The Terms set out in the Partnership Agreement are accurate and complete;
- (b) If the performance of any element of the Partnership Package requires the use of any Partner Materials then the Partner shall provide 4C UR Future promptly (and in any event no later than any date agreed by the Parties) with the Partner Materials at no charge;
- (c) The Partner Materials will not, when used in accordance with this Agreement, infringe any Intellectual Property Rights of any third party and suitable waivers of moral rights have been obtained, where relevant;
- (d) The Partner Materials are not in any way obscene, defamatory, or blasphemous, and not contrary to provisions of any applicable law, regulation, or code of practice;
- (e) All Partner Materials submitted to 4C UR Future for publication online, or as part of downloaded licensed software applications, will be free of any viruses;
- (f) The Partner shall ensure it has obtained any necessary authorisations, including consents, permissions, rights, or releases, that might be required to use such materials in accordance with the terms of this Agreement;
- (g) All Partner Materials shall apply any legal notices as may be reasonably required from time to time by 4C UR Future;
- (h) Where the Partnership Package and/or any Partner Materials include any images of, and/or interviews, and/or statements, and/or any other type of communications that are from or are purported to be from the Partner's directors, employees, agents, sub-contractors, and/or authorised representatives (“**Associates**”), or any information or documentation of a



similar nature, the Partner shall procure the appropriate consents, permissions, and releases required to enable 4C UR Future to publish same;

- (i) The Partner has full authority to enter into this Agreement and is not bound by any agreement with any third party that adversely affects, conflicts, or competes with this Agreement;
- (j) The Partner has, and will maintain throughout the Term, all necessary powers, authority, and consents to enter into and fully perform its obligations under this Agreement; and
- (k) It owns or is solely entitled to use the Partner Materials and any other material supplied to 4C UR Future in relation to this Agreement;
- (l) The Partner will, at all times, maintain an appropriate level of insurance cover (to a reasonable extent as is standard in the Partner's industry) in relation to any participation by or on behalf of the Partner in relation to the Event/s, and will provide 4C UR Future with reasonable evidence of such insurance in force from time to time at the request of 4C UR Future.
- (m) In the event that the Partner materially breaches any Term of this Agreement, at any time, it agrees that 4C UR Future may, in its absolute discretion, appoint an alternative Partner for the Event in question and/or obtain an alternative Partnership Package, which is not provided by the Partner, and the Partner shall indemnify and keep indemnified 4C UR Future against all costs, liabilities, and other expenses 4C UR Future incurs as a result (including but not limited to the cost to 4C UR Future obtaining an alternative Partner and/or Partnership Package).
- (n) The Partner agrees that it will provide 4C UR Future, upon reasonable request, with any evidence of its compliance with any of the obligations in this clause 4.
- (o) For the avoidance of doubt, the Partner acknowledges and agrees that, unless it is given specific rights in writing by 4C UR Future as part of the Partnership Package (in which case any rights shall be limited to the extent that is expressly provided for in the Partnership Pack), it has no right whatsoever to contact or market to, in any way, any of 4C UR Future's school or business contacts in relation to the Event(s) and/or any Partnership Package and/or any other service or product that may be offered by the Partner at any time.
- (p) The Partner acknowledges and agrees that it has no right to use any Confidential Information or Intellectual Property owned by 4C UR Future.

## 5. Payment Terms

- 5.1 The Partner shall pay the Charges, Expenses, and any Other Costs in accordance with the Terms of the Partnership Agreement (including on the Payment Dates set out in the Partnership Agreement).
- 5.2 4C UR Future shall invoice the Partner the Charges, Expenses, and any Other Costs agreed between the Parties, where reasonably practicable, in advance of the Event to which the Charges, Expenses, and any Other Costs apply, unless otherwise agreed in the Partnership Agreement.
- 5.3 The Partner shall pay all invoices within thirty (30) days of the date of the relevant invoice unless otherwise stated on the Partnership Agreement. For the avoidance of doubt, all Charges, Expenses, and Other Costs due and payable to 4C UR Future will be paid at least 14 working days prior to any Event to which the Charges, Expenses, and Other Costs relate, unless otherwise agreed in writing by 4C UR Future.

5.4 All payments to be made by the Partner under this Agreement shall be paid free and clear of any deduction, withholding, bank charges, fees, duties, other transactional costs, set-off, or counterclaim (other than any deduction or withholding of tax as required by law).

5.5 If the Partner fails to make any payment due to 4C UR Future under this Agreement by the due date for payment, then, the Partner shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Partner shall pay the interest together with the overdue amount. Such amount shall be immediately recoverable by 4C UR Future as a debt.

5.6 If the Partner fails to pay 4C UR Future any amount by the Payment Due Date, then without prejudice to 4C UR Future's other rights or remedies, 4C UR Future shall have the right to immediately suspend the Partner's performance in relation to any Event (including, without limitation, in relation to the Partnership Package) until 4C UR Future has received payment of the overdue amount together with any accrued interest.

## 6. Termination

- 6.1 Subject to the provisions of this Agreement, either Party may terminate this Agreement immediately upon written notice to the other:
  - a) If the other Party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
  - b) If the other Party ceases carrying on business in the normal course, or shall call a meeting of its creditors or make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986, or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver, or other similar officer is appointed in respect of all or any part of its business or assets, or if a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or it is the subject of an administration order; or
  - c) The other Party repeatedly breaches any Terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Terms of this Agreement; or
  - d) The other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such a payment.
- 6.2 Upon termination of this Agreement for whatever reason:
  - a) The Partner shall pay to 4C UR Future all Charges, Expenses, and Other Costs due to 4C UR Future in respect of the Event(s)/Partnership Package up to and including the effective date of termination, together with all third-party costs to which 4C UR Future has committed in respect of the same at the effective date of termination;



- b) Each Party shall immediately deliver to, or dispose of, as directed by the other Party, any and all materials and property belonging or relating to the other Party, including all Confidential Information. 4C UR Future will retain the ability to use such materials for marketing purposes in accordance with clause 6.
- c) Any provisions of this Agreement that either are expressed to survive its termination, or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

#### **7. Force Majeure**

- 7.1 Neither Party shall be liable for any expense, loss, or damage resulting from delay or prevention of performance of the Agreement that is caused by fires, floods, acts of God, strikes, riots, thefts, accidents, or any other cause whatsoever beyond their reasonable control that may delay or prevent the performance of their respective duties hereunder ("**Force Majeure Event**").
- 7.2 In the event of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable of the Force Majeure Event and likely consequences, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under this Agreement.

#### **8. Miscellaneous**

- 8.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter. Any reference to the Partner's Terms or Conditions in any correspondence between the Parties is incidental, and any such Terms and Conditions are hereby expressly excluded for the purposes of this Agreement.
- 8.2 No term of this Agreement is enforceable by any person not a party to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.3 Neither Party may assign, novate, or otherwise transfer to any

third party any of its rights or obligations under this Agreement, whether in whole or in part, without the other Party's prior written consent.

- 8.4 Any Notice(s) given in connection with this Agreement shall be in writing and sent by hand, recorded delivery post, or email to the addressee and address or email address set out in the Partnership Agreement, or such other addressee, address and/or email address as may be notified by the relevant Party from time to time in accordance with this clause.
- 8.5 Notices for 4C UR Future should be sent to the individual stated in the Partnership Agreement.
- 8.6 Notices shall be deemed to have been received by the addressee within three (3) Business Days of posting in the case of notices sent by post and within one complete Business Day if sent by email, subject to read receipt notification or confirmation that the email has been received.
- 8.7 All sums payable under this Agreement are exclusive of any Value Added Tax that may be payable.
- 8.8 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 8.9 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law, shall constitute a waiver of that, or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.
- 8.10 If any invalid, unenforceable, or illegal provision of this Agreement would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.
- 8.11 This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Northern Ireland, and the Parties agree that any disputes or claims shall be subject to the exclusive jurisdiction of the Northern Irish courts.