

<b>SIF Community Premises Support Programme</b>	<b>14<sup>th</sup> June 2016</b>
<b>To: The Leisure and Development Committee For Decision</b>	

<b>Linkage to Council Strategy (2015-19)</b>	
<b>Strategic Theme</b>	Resilient, Healthy & Engaged Communities
<b>Outcome</b>	Council will work to develop and promote stable and cohesive communities across the Borough
<b>Lead Officer</b>	Julie Welsh - Head of Community & Culture Louise Scullion – Community Development Manager
<b>Cost: (If applicable)</b>	N/A

**The purpose of this report is to provide Members with information about the Community Premises Support Programme funded by the Social Investment Fund (SIF), and to seek Council agreement to enter into a Partnership Agreement with Fermanagh and Omagh District Council as lead partner, and Derry City and Strabane District Council in relation to delivery of the Programme.**

## **Background**

### Community Premises Support Programme

The Community Premises Support Programme is a project from the legacy Limavady Borough Council which has been awarded funding through the Western SIF Zone, which is made up of the legacy Council areas of Limavady, Fermanagh, Omagh and Strabane.

The aim of the Community Premises Support Programme is to provide financial assistance to assist with the renovation and upgrading of community owned facilities in the former Council areas of Limavady, Strabane, Fermanagh and Omagh.

The Programme is funded by the Executive Office through the Social Investment Fund, Western Zone area. The Social Investment Fund (SIF) was set up to deliver social change. It aims to make life better for people living in targeted areas by reducing poverty, unemployment and physical deterioration.

Through the Community Premises Support Programme, not for profit organisations based within the legacy Fermanagh, Omagh, Strabane and Limavady Council areas, will be eligible to apply for financial support to renovate community owned buildings that are, or can demonstrate that they could be used for multiple community based activities.

The Programme will further the aims of Council's Community Development Strategy and in particular Strand 4 in relation to promoting better use and increased sustainability of community owned facilities in the Limavady area.

Examples of eligible projects might include:

- Small scale extensions or renovation works to accommodate multiple activities and promote greater energy efficiency.
- Sub-divisions to premises to allow for multiple usage.
- General works to meet health and safety standards.

The programme will not fund construction of new buildings nor can it be used to meet a shortfall in funding of a major refurbishment/renovation project.

Applications will be assessed against the Social Investment Fund Programme Objectives. Projects will be delivered through Fermanagh and Omagh District Council as lead partner, and works will be delivered directly by contractors appointed by the Council.

It is anticipated that approximately 26 premises across the 4 eligible legacy Council areas will benefit from the Programme. It is anticipated that grants will be in the region of £20,000 per building. There will be one call for applications and 2 information sessions will take place in the Limavady area during the summer.

#### Partnership Agreement

Causeway Coast and Glens Borough Council and Derry City and Strabane District Council area being asked to enter into a Partnership Agreement with Fermanagh and Omagh District Council, who as lead partner, will be responsible for the development, management and administration of the project.

An Operational Project Steering Group has been set up which includes officer representation from the three partner Councils in order to ensure the effective delivery of the project across the three Council areas.

The Partnership Agreement is attached at Annex A. Council's legal advisor has reviewed the document and has advised that it is satisfactory for Council to enter into the Partnership Agreement.

#### **Recommendation:**

It is recommended that Members agree to enter into Partnership Agreement with Fermanagh and Omagh District Council as lead partner, and Derry City and Strabane District Council in relation to management and delivery of SIF Community Premises Support Programme.

## ANNEX A

### Partnership Agreement for Community Premises Support programme

This agreement is entered into by and between the following Project Partners:

- Fermanagh and Omagh District Council (FODC) (“Lead Partner”)
- Derry City and Strabane District Council (“DCSDC”) (“Associated Partner”)
- Causeway Coast and Glens Borough Council (CCGBC) (“Associated Partner”)

Fermanagh and Omagh District Council (FODC) hereinafter referred to as the “Lead Partner” of the one part and Derry City and Strabane District Council (DCSDC) and Causeway Coast and Glens Borough Council (CCGBC) hereinafter referred to as “the Associated Partners” of the other part.

The Agreement relates to the Project entitled **Community Premises Support**, funded by the Office of the First Minister and Deputy First Minister offer of grant under the Social Investment Fund Programme 2011- 2018 (“hereinafter to as the SIF”)

The Partners wish to define certain of their rights and obligations with respect to the carrying out of the Project **Community Premises Support**.

The Partners have hereby agreed as follows:

1. All the Partners will agree to a Project Plan and the equal division of funds between their respective legacy council areas of Strabane, Limavady, Omagh and Fermanagh.
2. The Partners agree they will comply with the EU procurement regime.
3. The Partners agree to comply with the Public Contracts Regulations 2015 and the Public Contracts Directive 2014/24/EU and ensure expenses are properly vouched and tender procedures are followed.
4. The Associated Partners accept the Project Lead Partner FODC will make all decisions relating to the procurement of services for each allocation of funds to each area.
5. All the Partners in carrying out their duties under the Letter of Offer, shall comply with and implement the provisions of all applicable national laws and legal obligations in Northern Ireland. This includes the consideration of equality inputs and, if necessary, the completion of impact assessments and implementation of any mitigating actions.
6. All the Partners shall comply with and implement the provisions of all applicable national laws and legal obligations in Northern Ireland including, but not limited to, anti-discrimination and health and safety provisions, in particular; the requirements of Section 75 of the Northern Ireland Act 1998, Sex Discrimination (NI) Orders 1976 and 1988, the Fair Employment (NI) Acts 1976 and 1989, the Disability Discrimination Act 1995 and all legislation amending, extending or replacing same.
7. Where the Programme is used to employ new staff, either full or part time, the employer shall ensure that all such posts are publicly advertised, and shall attribute the source of funding to the Social Investment Fund 2011-2018 Programme. In addition, all recruitment procedures shall be conducted in compliance with applicable national and local laws and legal obligations together with any applicable guidelines issued by the Equality Commission.
8. All the Partners will follow the seven Principles for the Conduct of People in Public Life i.e. Selflessness, Integrity, Objectivity, Accountability, Openness, Honesty and Leadership in order to ensure the highest standards of propriety are maintained.

9. The Letter of Offer shall not be used for any purposes which are party political in intention, use or presentation. Party political activities include, but are not limited to: paid or unpaid advertisements in party political newspapers; use of a Project Promoters resources (including staff and offices) for election campaigns, including independent candidates; attendance at party conferences (unless such attendance is included as part of agreed activities in the Letter of Offer); use of project offices that are closely associated with the offices of a political party; project participation at public demonstrations or rallies of a political nature.
10. All the partners will provide a detailed breakdown of costs associated with the delivery of each project and a project implementation plan and provide a list of projects following further assessment of feasibility, costs and affordability.
11. All the Partners will assist the Lead Partner Organisation to present a Project Initiation Document and a Project Plan, the latter to include a detailed project expenditure plan, detailed project targets (including outputs and outcomes, associated baseline and update data and measurable project milestones as linked to the objectives of both SIF and the project), a project resource plan, a risk register and Project Monitoring Plan and an evaluation plan outlining associated measurements and data sources, collection and input method.
12. The Lead Partner Organisation shall deliver each Project, applying the most appropriate procurement strategy for the Project, as agreed with the Office of the First Minister and Deputy First Minister, and in doing so shall appoint an appropriate Integrated Consultant Team (ICT) applying the agreed procurement strategy. The Lead Partner Organisation and the ICT will liaise with the Office of the First Minister and Deputy First Minister for the duration of a project regarding stage design, project management, cost management, work supervision, the tendering procedures for the appointment of the Integrated Supply Team (IST) and other matters associated with each Project.
13. The Lead Partner Organisation should conduct a post project evaluation, in relation to its role and responsibilities. Where an independent evaluator is appointed by the Office of the First Minister and Deputy First Minister, the Lead Partner Organisation shall be required to liaise and co-operate with the evaluator and provide all supporting documentary evidence as required by the independent evaluator.
14. Any surpluses generated as a result of each project will be reallocated within the project.
15. All the Partners agree that failure to adhere to the agreed financial year expenditure profile may result in a reduction in the amount of Grant that can be paid. Monies profiled for expenditure in any one year but not spent in that year will not normally be carried over to the following year without prior approval in writing from the Office of the First Minister and Deputy First Minister.
16. The Offer of Grant for each Project is up to the maximum amount detailed in the Letter of Offer. In the event that the Grant for each project up to the amount detailed in the Letter of Offer is not fully spent, the unspent balance will not be made available to the project.
17. The Lead Partner Organisation shall repay to the Office of the First Minister and Deputy First Minister any amount of Grant that the Office of the First Minister and Deputy First Minister deems to be ineligible, and the Letter of Offer grant award for a project may be reduced accordingly.
18. Assistance from the Grant cannot result in over-financing of the project. Double funding of a project's costs is not permitted. If other sources of funding have or may become available for any of the projects, the Lead Partner Organisation shall immediately notify the Office of the First Minister and Deputy First Minister in writing

of this fact or possibility and the Office of the First Minister and Deputy First Minister shall on written notice to the Lead Partner Organisation be entitled to cease or suspend further payments of Grant, reduce the amount of Grant payable, or recoup all or any part of the Grant already paid.

19. The Grant shall be used only for the purposes of each project as defined in the Letter of Offer. Any significant proposed or anticipated changes to a project must be notified in writing by the Lead Partner Organisation to the Office of the First Minister and Deputy First Minister as soon as possible after they arise or are contemplated. This notification shall set out the reasons why the Lead Partner Organisation believes a revised project should be funded by the SIF Programme, and should demonstrate how the project can continue to offer added value and meet its intended objectives. The Office of the First Minister and Deputy First Minister shall not be obliged to agree to any revision of a project, and any continuation of assistance will be subject to the written approval of the Office of the First Minister and Deputy First Minister and, where the Office of the First Minister and Deputy First Minister considers it necessary, the formal amendment of the Letter of Offer.
20. Claims submitted that differ significantly from the original approved business case, or agreed Project Plan for a project without prior notification and approval, may result in the full assistance given under the Letter of Offer being deemed invalid in which case the Office of the First Minister and Deputy First Minister shall be entitled to recoup all or any part of the amount of Grant already paid that did not relate to the works outlined in the Business Case.

## **1. PURPOSE AND DURATION**

The Partners have agreed on joining forces for the implementation of the Project **Community Premises Support** as described in the grant letter and its annexes.

All Partners are in agreement with the content of the grant letter and its annexes, dated 2<sup>nd</sup> January 2015/registration no \_\_\_\_\_ including the technical and financial terms (description of eligible costs, periodical reports etc). The Grant Letter will be signed on behalf of the Partners by Fermanagh and Omagh District Council acting as the Lead Partner of the Project. The Lead Partner alone is responsible for evaluating, before committing all Partners, the reality of the technical and financial partnerships.

The present agreements will enter into force after the Grant Letter between the Lead Partner and the Managing Authority/ Office of the First Minister and Deputy First Minister has been signed and shall remain in force until all responsibilities towards the **Social Investment Fund Programme** have been fulfilled and all accounts with the Managing Authority/ Office of the First Minister and Deputy First Minister and the Partners have been settled.

## **2. PROJECT ORGANISATION**

Project management is assured by the Project Steering Group and supported by the Project Officer.

### **2. 1 the Project Steering Group**

The Project Steering Group will consist of representatives of each Partner, OFMDFM, SIB and other stakeholders as required and agreed by the steering group. Each representative shall be fully authorised to act on behalf of his/her organisation in all matters relating to the operational issues. Each Partner of the Steering Group should have one vote. The Lead Partner will have the casting vote.

Meetings shall be held as necessary, minimum 2 times a year (*or as applicable*). Each Partner can demand a meeting of the Steering Group. Such a demand should be made in writing and *one month (or as applicable)* in advance. The Partners have the right to have a replacement attending the meeting.

All decisions of the Steering Group shall be unanimous. In case of disagreement, the matter in question shall be referred to the Lead Partner who will try to come to an agreement by simple majority. The lead Partner will have the casting vote on any decision in dispute.

The Steering Group will direct the work, and:

- Define the general strategy of the Partners/Partnership
- Decide about foreseen costs and allocation of funds
- Approve in general all matters related to operational issues
- Monitor the progress of the project and analyse the results achieved by the project
- Adopting a new work plan and timetable to be submitted to the Office of the First Minister and Deputy First Minister in case of a change in direction or major changes in the project
- Define and ensure implementation of a policy of dissemination of result of the work undertaken.

Minutes of all meetings in the Steering Group shall be submitted to the Partners. The Lead Partner Organisation will update the relevant SIF steering group every three months on each project's progress.

## **2.2 Project Coordination**

The Lead Partner, Fermanagh and Omagh District Council, will appoint a Project officer who will:

- Be responsible for the operational management of the Project
- Draw up sixth-monthly/annual work plans for the practical implementation of the Project to be approved by the Steering Group
- Report to the Steering Group on the progress of the Project
- Be responsible for the overall financial administration and accounting of the Project
- Timely submission of reports and application of payments
- Liaise with the Office of the First Minister and Deputy First Minister and the Partners.

## **2.4 Associated Partners**

Associated Partners are directly involved in the project's implementation.

The following are Associated Partners:

- Derry City and Strabane District Council
- Causeway Coast and Glens Borough Council

## **3. CONTRACTURAL OBLIGATIONS OF THE PARTNERS**

The Partners undertake to truly participate in the management, co-ordination and concrete implementation of the actions that are entrusted with them as part of the Project.

The Partners undertake to participate in the optimisation and diffusion of results according to the terms proposed by the Grant Letter.

- The Lead Partner, **Fermanagh and Omagh District Council**, is in charge of Project Management, including possible sub-contracting, as described under Project Organisation above. The Lead Partner shall fulfil all obligations arising from the Letter of Offer and the approved application.
- The Project Partners assist in the technical management of the Project, if requested and within the limitations of normal contract obligation.
- Each Project Partner undertakes to promptly supply the Lead Partner with all such information or documents required in connection with the Project
- Each Project Partner undertakes to promptly communicate any information which has to be given by it to the Steering Group/Lead Partner/Project Co-ordinator for the purposes provided in this Agreement
- Each Project Partner undertakes to promptly perform the tasks assigned to it in the annual/semi-annual work plans and to promptly make available rights and information to other Partners in accordance with the terms and conditions set out in this Agreement
- In supplying any information or materials to any of the other Partners hereunder, each Project Partner undertakes to use all reasonable endeavours to ensure the accuracy thereof and in the event of any error therein, promptly on notifying to correct the same
- Each Project Partner undertakes to participate in the optimisation and diffusion of the Project results according to the terms set out in the Grant Letter/proposed by the Office of the First Minister and Deputy First Minister.
- The Lead Partner will deliver on the overall objectives of each project including procurement, budget spends, verification, publicity and delivering within agreed project plans.
- The Lead Partner will be responsible for the implementation of the entire development and construction of each project within the agreed timeframe and the Project Budget.
- The Lead Partner will carry out regular visits to projects to monitor progress and ensure compliance with all aspects of the terms and conditions of the Grant.
- The project shall be carried out and completed in accordance with the plans and specifications to the Office of the First Minister and Deputy First Minister's satisfaction and with all necessary certification

The work shall be carried out in accordance with all the terms and conditions set out in the Grant Letter, and revisions approved by the Office of the First Minister and Deputy First Minister/Managing Authority/Programme Monitoring Committee.

#### **4. FINANCIAL ADMINISTRATION AND ACCOUNTING**

The Lead Partner, **Fermanagh and Omagh District Council**, shall:

- Be responsible for the financial administration of the Project and shall maintain separate accounts for the Project and the Partners
- Submit applications for payments to the Managing Authority according to the Grant Letter and the Office of the First Minister and Deputy First Minister guidance
- Provide a financial budget at the beginning of the Project period stated in the Grant Letter and financial statements every **6 months** and at the end of the Project period stated in the Grant Letter
- Distribute the payments received by the Social Investment Fund Programme promptly to the other Partners
- Verify that all expenditure presented by the beneficiaries participating in the operation has been validated by the National Controllers.
- to provide the Office of the First Minister and Deputy First Minister's with quarterly progress reports within 30 calendar days after the relevant quarter end and for a period of three years

post completion of the capital works. These progress reports will set out progress against project targets (including outputs and outcomes), as agreed. The quarterly progress report should also include an outline of scheduled activity and projected outcomes for the next reporting period.

## **5. PROJECT COSTS, INCOME AND FINANCIAL RESULTS**

Project costs are only those costs which have been included and budgeted in the Grant Letter, or have been approved by the Office of the First Minister and Deputy First Minister/Managing Authority/Programme Monitoring Committee at a later stage. Eligible costs are presented in the Grant Letter. Project implementation has to follow the general financial guidelines given by the Office of the First Minister and Deputy First Minister Administration and the European and national rules. No other costs can be charged to the Project unless specifically accepted in writing by the International Co-ordinator, who should have received acceptance from the Office of the First Minister and Deputy First Minister, prior to expenditure.

### *CLAIMS FOR PROFESSIONAL FEES*

The Office of the First Minister and Deputy First Minister will be prepared to release funding under the Letter of Offer for professional fees to allow a project to where such costs have been properly incurred, been agreed by the Office of the First Minister and Deputy First Minister and have been duly certified.

### *CLAIMS FOR MANAGEMENT COSTS*

The Office of the First Minister and Deputy First Minister will be prepared to release funding under the Letter of Offer for management costs associated with the role of Lead Partner Organisation. The release of funding will be in accordance with the resource management plan agreed by the Office of the First Minister and Deputy First Minister and on receipt of a duly certified claim identifying costs that have been properly incurred.

### *CLAIMS FOR PAYMENT*

Each claim for financial assistance shall be made in writing by completing the Office of the First Minister and Deputy First Minister's official claim form. The Lead Partner Organisation will certify that the expenditure to which the claim relates has been duly incurred and should be accompanied by the certified claims/architect's certificates where required. All claims shall indicate the period during which work was carried out and should be certified by an authorised signatory, details of which should be provided to the Office of the First Minister and Deputy First Minister using annex 4 attached. An updated project expenditure schedule, covering the totality of each project, should also accompany each claim.

## **6. RESULTS OF JOINT ACTIVITIES**

The result of the joint activities covered by the agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the joint property of the Partners. The Partners dispose of the property in accordance with mutually agreed upon rules, based on the prevailing rules of co-authorship. The Partners explicitly commit themselves, and without a time limit, to stating that the implementation has taken place with the co-operation of the Programme.



## **7. INTELLECTUAL PROPERTY RIGHTS**

The Partners shall ensure that all products developed within the framework of the project are, subject to the provisions of national laws regarding intellectual property, kept free of all rights. They explicitly commit to giving up all patrimonial rights on teaching material, methodologies and other products of any nature resulting from the project.

## **6. DOCUMENTS**

All official documents submitted to the Office of the First Minister and Deputy First Minister or other Project related organisations shall bear the name of all Partners.

Each Partner shall have access to work carried out by the other Partners in connection to the Project and copies of all final documents submitted to the Office of the First Minister and Deputy First Minister shall be made available to each Partner.

All supporting documents, in particular regarding expenditure and audit, must be kept available for a period of seven years following the end of the financial year in which the last payment of Grant in relation to the project is made and such documents shall be made available for inspection upon request, by auditors, or any other oversight body with a legitimate requirement to inspect them in the course of its duties;

The Partners should therefore ensure that all original vouchers, claims, invoices, receipts and supporting documents, in respect of a project, are retained, until expressly instructed by the Office of the First Minister and Deputy First Minister that disposal is acceptable. Photocopies or reproductions of any of the above mentioned documents are not acceptable. Copies and micro fiche are not acceptable data carriers.

## **7. PUBLICITY**

The Lead Partner and the Associated Partners shall inform about the grant so that it is clear to the project's participants and the general public, that the project is funded by the Office of the First Minister and Deputy First Minister. For example by:

- Posting on sites where the project has activities
- Stating the participation of the Office of the First Minister and Deputy First Minister in all types of information materials, announcements, advertisements, information events etc. Whenever a national or regional emblem is being used the project must also use the European banner.

All the Partners are expected to disseminate the results of the Project in accordance with Article 8 and 9 of Commission regulation (EC) No 1828/2006 regarding publicity requirements and are allowed to use the Project logo and name in a respective manner. See Communications Strategy.

Acknowledgement of the financial contribution from the Social Investment Fund 2011-2018 Programme should be included in any brochures, leaflets, job/recruiting advertisements or any other publicity material produced by the Lead Partner Organisation in connection with each project.

## **8. LOCATION AND FACILITIES**

The official address for the Partners and the Project shall be:

## **9. ASSIGNABILITY**

No Partner shall sell, assign, mortgage, pledge, encumber or in any way transfer or dispose of its rights or duties under this Agreement, and the Grant Letter without the written consent of the other Partners.

## **10. LIABILITY TO OFFICE OF THE FIRST MINISTER AND DEPUTY FIRST MINISTER**

The Lead Partner is officially the sole Partner to be held liable by the Office of the First Minister and Deputy First Minister Social Investment Fund Programme in case of difficulties, failure or delays on performing the contractual obligations of the Project.

By signing this Partnership Agreement, the Partners hereby expressly agree on being jointly liable in case of non-fulfilment of the obligations stipulated by the Grant Letter. No Partner shall be held liable for not complying with obligations from this agreement in case of force majeure. If such a case arises, the party involved shall announce this immediately in writing to the Partners.

In accordance with Regulation (EC) No 1080/2006 of the European Parliament and of the Council, Article 17(2,3) and Article 20, the Partners also agree on their responsibilities in the case of ineligible payments.

## **11. PARTNERS' LIABILITY**

The Partners accept they are jointly liable against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of death, personal injury, disease transmission, loss of or damage to property arising out of or in any way connected with the performance or non-performance by the Programme of all or any activities associated with the Project and without prejudice to the generality of the foregoing the use, misuse, malfunction or failure of any plant, machinery or equipment.

The Lead Partner shall have and maintain in place such policy (ies) of insurance as is (or are) necessary to cover all liabilities to the Office of the First Minister and Deputy First Minister arising from its role as Lead Partner and under each project, to the extent that such insurances are reasonably available on the insurance market. Such insurances shall include, where appropriate, Employers' Liability Insurance, Professional Indemnity/Directors and Officers/Fidelity Insurance, Buildings and Property Contents Insurance (to include IT equipment) and Public Liability Insurance.

### **11.1 Default and remedies**

In the event of a failure of a Partner ("the defaulting Partner") in fulfilling of its obligations in whole or in part under this Agreement or the work plan which is irremediable or which is not remedied within thirty (30) days of written notice from the Lead Partner on behalf of the other Partners (a simple majority agreement is required for this action to be approved), the Partners/Partnership may jointly terminate the Agreement with the defaulting Partner by one months prior notice. The terminations will have the following consequences:

- a) Upon termination the access rights granted to the defaulting Partner by the other Partners shall cease immediately. The access rights granted by the Defaulting Partner to the other Partners shall remain in full force and effect;
- b) The scope of the tasks of the Defaulting Partner as specified in the Project description/Grant Letter and the work plan shall be assigned one or several legal entities which are chosen by the other Partners and are acceptable to the Office of the First Minister and Deputy First Minister administration and which agree to be bound by the terms of the Agreement with preference to one or more of the remaining Partners;
- c) The Defaulting Partner shall assume all direct cost increase resulting from the assignment referred to in (b).

## **12. Confidentiality**

Project Partners commit to taking measures so that all staff members carrying out the work respect the confidential nature of this information, and do not disseminate it, pass it on to third parties or issue it without prior written consent of the Lead Partner and the Project Partner that provided the information. The Partners commit to taking the same measures to maintain the confidential natures of the information, as they would do should it concern their own confidential information. This confidentiality clause shall remain in force for two years following the expiry or termination of this agreement (whichever is the earlier).

## **13. INSOLVENCY**

In the event of the insolvency of any Partner by liquidation, receivership, administrative receivership, examinership, administration, propose a voluntary arrangement with its creditors, merge with another organisation, or decide not to continue with a Project, the other Partners are hereby irrevocable constituted and appointed attorneys-in-fact for such insolvent Partner to act for it in all matters affecting performance of the Grant Letter and the full documentation relating to the project must be returned.

If an Offer of Grant is terminated for any reason the full documentation relating to a project must be returned to Office of the First Minister and Deputy First Minister. In no circumstances should any documentation be destroyed or otherwise disposed of without the prior written consent of the Office of the First Minister and Deputy First Minister.

## **14. SETTLEMENT OF DISPUTES**

The contract parties sign this agreement with the intention to work together amicably. The parties will negotiate disputes arising from this contract in order to obtain mutual acceptable settlements. Any disputes, on which no amicable settlement is possible, in spite of all efforts being made in this respect, will be settled by a city court according to regulations based on the Law **of the United Kingdom of Great Britain and Northern Ireland**.

## **15. INTEGRATED AGREEMENT**

This Agreement represents and constitutes the entire agreement between the Partner ands and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations,

