

**UNDER2 COALITION FUTURE FUND  
GRANT AGREEMENT**

**BETWEEN**

**THE CLIMATE CHANGE ORGANISATION  
T/A CLIMATE GROUP**

**AND**

**[INSERT NAME OF THE ORGANISATION]**

**GRANT NUMBER: UC/FF/2024/XXX**

**PROJECT: [INSERT PROJECT TITLE]**

**[INSERT DATE]**

This Grant Agreement (“Agreement”) dated XXXX is between The Climate Change Organisation, trading as Climate Group (“Climate Group”), a limited company registered in England and Wales under registration number 4964424 and a registered charity (UK Charity Registration Number: 1102909), whose registered office is located address is at The Clove Building, 4 Maguire Street, London SE1 2NQ, United Kingdom and XXXX (the “Organisation”) hereinafter collectively referred to as the “Participants”.

## **1. Background and Common Objectives**

- (a) Climate Group’s mission is to drive climate action. Fast. Our goal is a world of net zero carbon emissions by 2050, with greater prosperity for all. We focus on systems with the highest emissions and where our networks have the greatest opportunity to drive change. We do this by building large and influential networks and holding organisations accountable, turning their commitments into action. We share what we achieve together to show more organisations what they could do.
- (b) [Insert Organisation’s details]
- (c) The Participants recognise that climate change is a defining challenge of our generation and that it will require leadership to address that challenge. Likewise, the Participants acknowledge that climate policies at the subnational level are vital to achieve the climate change objectives set out in the Paris Agreement of COP21.
- (d) The Participants acknowledge that knowledge exchange and enhanced engagement of subnational governments is paramount to the drive towards ambitious net-zero emissions targets by 2050 and a prerequisite of being a member of the Under2 Coalition, of which Climate Group is Secretariat. To achieve this, the Under2 Coalition Future Fund was established to increase emerging and developing regions’ participation in and collaboration with the Under2 Coalition. Through capacity-building, production of knowledge materials, emission inventory support, and knowledge-sharing webinars, the application of the Future Fund is beneficial to the work of the Organisation as well as the wider members of the Coalition in demonstrating subnational leadership to combat climate change.
- (e) Given their respective programmes of work, Climate Group and the Organisation have entered into this Agreement to lay out the framework of cooperation and understanding that will facilitate collaboration between the Participants to further their shared objectives towards [INSERT PROJECT DETAIL].

- (f) The nature, mission, purpose and areas of collaboration as well as the participation conditions, are described in this Agreement.

## **2. Nature and Mission**

- (a) The Organisation and Climate Group collaboration aims to cultivate and enhance engagement with developing regions by promoting the Future Fund initiative. This is achieved through the implementation of key climate mitigation projects and the subsequent sharing of results through e-discussions, roundtable meetings and other high-profile events.
- (b) The [INSERT PROJECT TITLE], principally funded by the Under2 Coalition governments of Quebec, Wales, Navarra and Baden-Wuerttemberg, is a Climate Group programme aiming to [INSERT PROJECT AIM]. The Organisation and Climate Group collaboration, set forth in this Agreement, aims to undertake mitigation strategies and showcase the [INSERT PROJECT TITLE] project to the wider Coalition, consequently allowing for review at international level to enable the state government to improve future activities to reduce greenhouse gas emissions and avoid dangerous climate change.

## **3. Purpose of Collaboration**

- (a) The Organisation will collaborate with Climate Group in furthering the principal objectives of the project, which are the following:

**Objective 1:**

**Objective 2:**

**Objective 3:**

## **4. Scope of collaboration**

The Organisation will:

- (a) Become a beneficiary of Climate Group's Under2 Coalition Future Fund;
- (b) Collaborate in the lead-up to the [INSERT PROJECT TITLE];

- (c) At the end of the project, provide to the Future Fund with a letter of gratitude and a short video message. This is for the contributing governments to demonstrate the progress and results made, as well as the necessity of funding for the project's implementation, including examples;
- (d) Facilitate a webinar for interested Under2 Coalition peers on *[INSERT PROJECT TITLE]* on Climate Group's online platform, along with assistance in finalising the webinar subject, selection of discussion questions, recommendations and help to secure guest contributors;
- (e) Provide access to and share technical information, as appropriate, to facilitate Climate Group's Under2 Coalition Future Fund and development of case studies on transformative solutions and subnational government state action plan adoption for possible inclusion in the project completion report and at [www.TheClimateGroup.org](http://www.TheClimateGroup.org);
- (f) Credit and acknowledge Climate Group and the Under2 Coalition Future Fund in all publications arising as a result of the project and use Climate Group's name and logo (or any future name or logo adopted by Climate Group) in approved publications or reports relating to the project, in accordance with guidance provided by Climate Group from time to time; Collaborate and help transmit invitation letters to high-level officials from the Organisation to speak and present at Climate Group events focusing on the *[PROJECT TITLE]* and results, including but not limited to, the Under2 Coalition General Assembly at COP28 in December 2023;
- (g) Provide comment and quotes for external media activity and promote the project to high-level government and business leaders through online channels as appropriate; and
- (h) Complete and submit a Final Evaluation Report to the Under2 Coalition Future Fund along with a financial summary.

Climate Group will:

- (a) Facilitate the Future Fund contribution to the Organisation by collaborating with the Prefecture locally and with other state and regional governments across the world with whom Climate Group has existing partnerships through its global network;
- (b) Facilitate collaboration for the webinar on Climate Group's Under2 Coalition Future Fund online platform including disseminating invitations to the webinar if need be; and

- (c) Showcase the Organisation’s project results and outcomes and share success stories as appropriate – including web content, high-profile events, publications and a flagship annual report.

## **5. Financial Aspects and Implementation Arrangements**

Grant/Fund number: UC/FF/2024/XXX

Dated:

- (a) Climate Group, through the Under2 Coalition Future Fund, grants the Organisation up to USD \$XXX with the costing details of the Grant more specifically outlined in Schedule 1 - Project Expenditure Budget. The Organisation, by signing this Agreement, has read and agreed to the terms in Schedule 1 in relation to valid expenditure and this Schedule is in Excel Format and attached separately.
- (b) As per Schedule 2, Bank Details should be provided. This Grant will be paid in the following instalments:
  - (i) USD \$XXX within fifteen (15) days of execution of this Agreement including all parts of Schedule 1 duly completed and signed; and
  - (ii) Up to USD \$XXX fifteen (15) days after acceptance of the final report as per clause 5 f) below and as outlined within the Payment Schedule.
- (c) The Grant may only be used for the following charitable, scientific purposes: [INSERT PURPOSE OF THE GRANT] described in Clause 3.
- (d) The Organisation will return to Climate Group any portion of the Grant, and interest earned on the Grant, not expended, or committed for the project by the Organisation by [INSERT DATE].
- (e) The Organisation shall provide Climate Group with a Final Evaluation Report that is due no later than three (3) weeks after the completion of the project; this shall include a full actual expenditure report to support the Grant claim being made.
- (f) The Organisation agrees to maintain adequate financial and programmatic records. All receipts and expenditures shall be submitted to Climate Group with the Final Evaluation Report via email to the Focal Points outlined in clause 8. Such expenditures shall only

be reimbursed on the condition that they are submitted in accordance with this clause. Colour-scanned copies of the original tax receipts for all expenditure should be provided to support expenditure claims for any costs over USD \$50.00.

- (g) Records of receipts and expenditures under the Grant, as well as copies of reports submitted to Climate Group, should be kept for at least six (6) years following completion of the Grant period.
- (h) The Organisation hereby represents and warrants that Grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders. In this regard, the Organisation agrees that it is not, does not employ or is associated with, and is not owned, controlled by, or acting for or on behalf, and that it will take all reasonable steps to ensure that no person or entity expected to receive funds in connection with this Grant is (1) a “suspected terrorist”; or (2) a person with whom Climate Group is prohibited from doing business with under any anti-terrorism laws of the United Kingdom.
- (i) The Organisation acknowledges that none of the activities financed by this Grant violate UK Laws that prohibit corrupt payments to foreign officials for the purpose of obtaining or keeping business and that Climate Group has not authorised any activity that would constitute such payments.
- (j) Climate Group reserves the right, in its sole discretion, to discontinue funding this Grant, if it is not satisfied with the expenditure of the Grant funds by the Organisation or the content of any written report required herein. Climate Group reserves the right to discontinue, modify, or withhold any payments due under this Grant, or to modify the terms of this Agreement, to comply with any laws or regulation applicable to this Grant or to protect and maintain Climate Group’s charitable status.
- (k) The activities confirmed under this Agreement and carried out by the Organisation will not require additional contribution to what is prescribed above or other financial support from Climate Group.
- (l) Each Participant will be responsible for its own costs arising as a result of its undertakings in relation to actual activities, subject, however, to the terms of other agreements that have been entered, or could be entered into, between the Participants.

## Payment Schedule

Milestone		
Percentage	50%	Up to 50%
At Contract signing	\$XXX	
Publication of SAPCC and submission of final report, with valid supporting costs, up to a further		\$XXX
Total Amount (USD \$)	\$XXX	\$XXX

## Report Schedule

One Interim Report and one Final Evaluation Report shall be submitted by the Organisation to Climate Group on or before the following dates, all reports must be submitted electronically and include the Grant Number:

- (a) [INSERT DATE] (Interim Report)
- (b) [INSERT DATE] (Final Evaluation Report).

These reports shall include details:

- Draft or final copy of the [INSERT PROJECT]
- Details of technical information
- Acknowledge the Future Fund contributors
- Results and report of the outcomes of the research, finds and results of the project
- Results and report of the outcomes of the capacity-building workshops
- Details of technical information, and knowledge shared with Under2 Coalition peer-members
- Final Evaluation Report should include the final cost reporting template and will be a similar format to Schedule 1 – Project Expenditure Budget.

## 6. Coronavirus

- (a) Coronavirus shall be defined under this Agreement as the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), and any other variants of the coronavirus disease.

- (b) Both Parties shall undertake reasonable measures to ensure that any risks relating to Coronavirus, that will potentially impact the delivery of the Project and either Party's obligations under this Agreement, are minimised. The Organisation shall comply with any and all laws, regulations and guidelines issued by their Government in relation to the management and prevention of Coronavirus.
- (c) Coronavirus Event shall mean any event or delay caused by, or arising from or in relation to, a Coronavirus epidemic or pandemic that prevents or delays completion of the Project under this Agreement or the performance of any obligations of the Parties under this Agreement, including, but not limited to:
- i. any illness, quarantining, shielding or self-isolation; and
  - ii. any recommended or mandatory measures introduced by a Party's Government (local, regional or central government), intended to prevent or delay the spread of Coronavirus.
- (d) If, due to a Coronavirus Event, a Party is prevented from, or delayed in:
- i. delivering the Project in accordance with this Agreement; or
  - ii. carrying out any of its obligations under this Agreement,
- neither Party shall be in breach of this Agreement or liable for any failure to perform, or any delay in performing, any of its obligations under this Agreement that are prevented or delayed by that Coronavirus Event.
- (e) Both Parties agree to notify the other Party as soon as reasonably practicable after becoming aware of a [possible] Coronavirus Event that will prevent or delay the delivery of the Project or performance of the Party's obligations under this Agreement. Such notice shall include details of the Coronavirus Event.
- (f) In the occurrence of a Coronavirus Event, the Organisation shall use all reasonable endeavours to find alternative methods to deliver the Project and their obligations under this Agreement. Such alternative methods shall be discussed and agreed in writing with Climate Group.
- (g) If the Organisation requires an extension to the project timeline, because of a Coronavirus Event, Climate Group will take into consideration the information provided by the Organisation and use its reasonable endeavours to grant an extension. The extension period shall be no longer than four (4) months and all funding must be used within twelve



(12) months from the start of the Project. If the Organisation is unable to deliver the Project, even after the extension, a reasonable decision shall be made by Climate Group and the Advisory Board regarding how to resolve the situation.

## **7. Nature of the Agreement**

- (a) Nothing in this Agreement should be construed as creating a joint venture, an agency relationship, or a legal partnership between the Participants. This Agreement does not and is not intended to commit either Participant to the potential or actual commitment of funds.
- (b) Personnel of either Participant working on any activity contemplated by this Agreement shall be and remain employees of the Participant that they represent.

## **8. Focal Points of the Participants**

- (a) Communications in relation to this Agreement will be made by email, fax and/or letter to the Focal Points of the Participants as follows:

For Climate Group:

Sarah Van Loo

Project Manager – Governments & Policy  
Climate Group

Clove Building, 4 Maguire Street, London  
SE1 2NQ, United Kingdom

[svanloo@climategroup.org](mailto:svanloo@climategroup.org)

For the Organisation:

[INSERT DETAILS]

As needed, the Participants will notify each other in writing of any update in the names of their Focal Point. Any non-Contract or non-finance-related queries (e.g. project deliverables, content and communications etc.) should be related to [svanloo@climategroup.org](mailto:svanloo@climategroup.org)

## **9. Non-Exclusivity**

- (a) Nothing in this Agreement will restrict any Participant from entering into similar arrangements with third parties covering the same or similar subject matter areas or activities; provided further that any engagement by Climate Group with a third party or

parties will not conflict or otherwise unduly interfere with the implementation of this Agreement or any activities or projects undertaken pursuant thereto.

## **10. Intellectual Property**

- (a) Intellectual Property Rights include all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- (b) This Agreement does not transfer the Intellectual Property Rights between the Participants for intellectual property belonging to or created by each of the Participants. Each Participant will retain its Intellectual Property Rights in all pre-existing materials and those developed and produced by the relevant Participant (including by its, its staff, consultants, and vendors) individually, and independent of this Agreement.

## **11. Data Protection**

- (a) Both Parties shall (and shall procure that any of its staff involved in connection with the activities under this Agreement shall) comply with any notification requirements under the UK Data Protection Act 2018 (“Data Protection Legislation”), and both Parties undertake to duly observe all of their obligations under the Data Protection Legislation, which arise in connection with this Agreement.
- (b) In particular, the parties shall:
  - i. implement appropriate technical and organisational measures to protect any personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
  - ii. process any personal data only to the extent and in such a manner as is compliant with its obligations under this agreement;
  - iii. take reasonable steps to ensure the reliability of its employees and agents who may have access to the personal data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of personal data;
  - iv. not cause or permit any personal data to be transferred outside the European Economic Area without the prior written consent of the other party; and
  - v. not disclose the personal data to any third parties in any circumstances other than with the written consent of the other party or in compliance with a legal obligation imposed upon the disclosing party.

## **12. Names and Logos**

- (a) In accordance with their respective regulations and rules, each Participant reserves the right to approve the use of their names or logos. Each Participant's name or logos will not be used without the written consent of the relevant Participant.
- (b) The Participants acknowledge that their respective names, logos, and any variation thereof, are the sole and exclusive properties of their owner. Any and all uses by one Participant of the other Participant's name is solely to the benefit of the other Participant. No Participant may acquire any right, title or interest in the other Participant's name or logos, or any variation thereof, under this Agreement.
- (c) In no event will authorisation of the Organisation's name, logo, or any abbreviation thereof, be granted for commercial purposes.

## **13. Disclosure and Publicity**

- (a) The Participants may acknowledge and disclose to the public this Agreement and information with respect to the collaborative activities contemplated herein.
- (b) At public events, media conferences or meetings of any kind, representatives of the Participants may speak about the collaboration related to this Agreement, but strictly not on behalf of the other Participant without prior authorization.

## **14. Conflict of Interest**

- (a) The Organisation collaboration with Climate Group on activities under this Agreement is not intended to confer a special advantage or preference to Climate Group or any of its members in competing with any other entity as regards the procurement of goods, works or services by the Organisation or third parties, where such procurement results from or has a direct relationship to activities under this Agreement.

## **15. Effectiveness, Modification, Discontinuation**

- (a) This Agreement will become effective upon signature by all Participants and will thereupon be effective for a period of six (6) months.

- (b) This Agreement may be modified or discontinued at any time by mutual written determination of the Participants. Further, any Participant may discontinue this Agreement, at its sole discretion, by providing thirty (30) days' prior notice in writing to the other Participant.

#### **16. Dispute Resolution**

- (a) In case of a dispute, controversy, or claim arising between the Participants out of or in relation to this Agreement, the Participants will attempt to reach an amicable resolution through consultations in good faith.
- (b) Should the complaint or dispute remain unresolved within fourteen (14) days of notification of the matter, either of the Participants may refer the matter to the CEO of Climate Group or a senior member of the Organisation.

#### **17. Entire Agreement**

- (a) This Agreement, together with any documents referred to in it, constitute the entire agreement between the Participants and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the project.

#### **18. Third Party Rights**

- (a) Except where expressly provided, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

#### **19. Governing Law and Jurisdiction**

- (a) This Agreement, and any dispute arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the laws of England and Wales.
- (b) The Participants irrevocably agree that the courts of England and Wales shall have jurisdiction to settle any dispute or claim arising out of, or in connection with this Agreement or its subject matter or formation.

**20. Signature**

- (a) The foregoing represents the understanding reached between the Participants on the matters referred to in this Agreement.
- (b) **SIGNED** in two copies in English language

**FOR THE CLIMATE CHANGE  
ORGANISATION**

**FOR THE GOVERNMENT OF XXXX**

[Signature] \_\_\_\_\_

[Signature] \_\_\_\_\_

[Print Name] \_\_\_\_\_

[Print Name] \_\_\_\_\_

[Function] \_\_\_\_\_

[Function] \_\_\_\_\_

[Date] \_\_\_\_\_

[Date] \_\_\_\_\_

## **Schedule 1 - Project Expenditure Budget**

- (a) The Project Expenditure Budget should be completed using the separately provided Excel File, which should be completed by XXXX and will form part of the approval process.
- (b) The Terms & Conditions for valid expenditure and Grant Payments are included.
- (c) These Terms & Conditions consists of three tabs and all should be printed, signed, stamped, scanned and returned, with this Grant Agreement, to complete the process.
- Tab1 Schedule 1 – Cover – Fill in and Sign (one page)
  - Tab2 Schedule1 - Terms & Conditions – Read and Accept by signing Tab 1 (one page)
  - Tab3 Schedule 1 – Budget – Detailed expenditure analysis to support the Grant. (minimum 2 pages)

### **Separately provided Excel Schedule 1: Project Expenditure Budget**

## **Schedule 2 – Organisations Bank Details**

**The Organisation’s bank details should be provided on an official letter, headed with the official stamp, date and directors name and signature, to enable the payment to be set up.**

This information should be typed and scanned in colour and then emailed to [finance@theclimategroup.org](mailto:finance@theclimategroup.org) from an official email address. This email should CC [AMoore@theclimategroup.org](mailto:AMoore@theclimategroup.org) and the named lead contact from the Organisation. As a minimum, it should include:

Addressed to:

Mr. Alex Moore  
Executive Director of Finance & IT  
Climate Group  
Clove Building, 4 Maguire Street, London SE1 2NQ, United Kingdom

Provide your bank details:

Grantee Organisation Name	
Banks Name	
Banks Address	
Bank Account Name	
Account Sort code	
Account Number	
SWIFT	
IBAN	
Any Special Reference	
Any notes on any potential issues of Climate Group sending USD (\$) from a HSBC account in London, UK?	