

This Directed Project Agreement is made on the [●] day of [●] 20[●]

BETWEEN:

- (1) **NET ZERO TECHNOLOGY CENTRE LIMITED**, a company incorporated and registered in Scotland with company number SC531384 whose registered office is at 20 Queens Road, Aberdeen, Scotland, AB15 4ZT (“**NZTC**”);
- (2) [●], a company incorporated and registered in [●] with company number [●] whose registered office is at [●] (the “**Developer**”);
- (3) [●], a company incorporated and registered in [●] with company number [●] whose registered office is at [●] (“[●]”); and
- (4) [●], a company incorporated and registered in [●] with company number [●] whose registered office is at [●] (“[●]”) ([●] and [●] collectively referred to as the “**Participants**” and individually as a “**Participant**”)

(NZTC, the Developer and the Participants being hereinafter referred to as the “**Parties**” or individually a “**Party**”)

WHEREAS:

Following discussions, the Participants, the Developer and NZTC have agreed to collaborate to undertake research and development activities in relation to the Project, subject to the terms and conditions of the Agreement which set out each Party’s rights, responsibilities and contributions to the Project and the Project Results.

IT IS AGREED as follows:

1 INCORPORATION AND PRECEDENCE OF AGREEMENT

- 1.1 Except as specifically otherwise provided for in this Directed Project Agreement, the NZTC Project Terms and Condition (February 2022 Edition) as set out on NZTC’s website (www.netzerotc.com) (the “**Terms and Conditions**”) are hereby incorporated into this Directed Project Agreement and each Party warrants to each other Party that a copy of the Terms and Conditions is already in its possession.
- 1.2 Any capitalised terms not defined in this Directed Project Agreement shall have the meaning ascribed to them in the Terms and Conditions.



1.3 In the event of ambiguity or conflict between the terms of this Directed Project Agreement and the Terms and Conditions, the terms of this Directed Project Agreement shall prevail.

2 PROJECT REFERENCE NUMBER

The project reference number for the Project is: **SPARK-[●]**. This project reference number must be quoted in all demand for payments by the Developer.

3 EFFECTIVE DATE

The effective date of the Agreement shall be the date of the last signature of this Directed Project Agreement (the “**Effective Date**”).

4 PROJECT

“**Project**” means the project as described and set out in schedule 1 to this Directed Project Agreement.

5 FUNDING

5.1 A breakdown of Funding and/or In-Kind Contribution by each of the Parties to the Project is set out in the following table:

Contribution Type	NZTC Contribution	Developer Contribution	[●] Contribution	[●] Contribution
Personnel Costs	-	-	-	-
Equipment / Instruments	-	-	-	-
Buildings / land / offices	-	-	-	-
Materials / Supplies / Other Direct Costs	-	-	-	-
Access to patents / know how / consultancy	-	-	-	-
Other contribution in kind	-	-	-	-
Total	-	-	-	-
Total Project Cost	£ [●]			

“**Grant**” means together all the Funding and In-Kind Contributions for the Project, which amounts to £[●].



5.2 The Project was approved by the NZTC with an approved Funding amount of £[●] from NZTC. Constant monitoring of the actual spend shall be carried out by the Developer and the total projected final costs shall not exceed the approved Funding amount without written approval from NZTC.

5.3 All other funding is assumed to be provided by the Developer and the Participant. Funding from NZTC is conditional on the approval and continued provision by the Developer and Participant as shown below:

5.3.1 Developer: [●] (In-Kind Contribution/Funding)

5.3.2 Participant: [●] (In-Kind Contribution/Funding)

5.4 Monetary values are required to be attributed to In-Kind Contributions in order for NZTC to be compliant with:

5.4.1 the UK Subsidy Control Framework ; and

5.4.2 NZTC’s business plan.

6 PROJECT RESPONSIBILITIES

Table of responsibilities for each Party to the Agreement:

<u>Party</u>	<u>Responsibilities</u>
NZTC	<ul style="list-style-type: none"> ☐ provision of Funding [and In-Kind Contributions]; ☐ Project facilitation support; ☐ overview of Project delivery; and ☐ set up of Project Steering Group meetings.
Participants	<ul style="list-style-type: none"> ☐ provision of [Funding and/or] In-Kind Contributions; ☐ member of Project Steering Group.
Developer	<ul style="list-style-type: none"> ☐ provision of In-Kind Contributions; ☐ member of Project Steering Group; and



☐ achieving and delivering all Project Deliverables and Project Milestones.

7 **PROJECT DELIVERABLES**

[●]

8 **PROJECT MILESTONES**

[●]

9 **PROJECT STEERING GROUP REPRESENTATIVES**

The representatives for each of the members of the Project Steering Group shall be as follows:

NZTC [●]

Participants [●]

Developer [●]

10 **KEY PERSONNEL**

[●]

11 **NOTICES**

11.1 The addresses for service of written notices are:

NZTC:

[●]

Developer:

[●]

[Participant No. 1]:

[●]



[Participant No. 2]:

[●].

12 **ANY ADDITIONAL TERMS**

[●]

IN WITNESS WHEREOF the Parties have executed this Directed Project Agreement upon the dates indicated below:

For and on behalf of **Net Zero Technology Centre Limited**

Print Full Name

Authorised Signatory

Date:

For and on behalf of [●]

Print Full Name

Authorised Signatory

Date:

For and on behalf of [●]

Print Full Name

Authorised Signatory



Date:

For and on behalf of [●]

Print Full Name

Authorised Signatory

Date:



SCHEDULE 1

Project Overview

[●]