



Supporting MAG Iraq through the sponsorship of one Mine Detection Dog

Letter of Agreement between

Mines Advisory Group, a UK-registered charity (charity number 1083008) having its principal office at Suite 3A, South Central, 11 Peter Street, Manchester, M2 5QR ('MAG')

and

Veterinarians Without Borders - Sweden (VSF-Sweden) (the '**Donor**') and supporting co-sponsor Co Anicura AB.

Whereas

- A MAG wishes to reduce the risk of death or injury posed by landmines and other deadly explosive items for the local Iraqi population ('the Project'). As set out in Annex A, MAG has secured funding from main sponsor VSF – Sweden and supporting co-sponsor Co Anicura AB.
- B The Donor has agreed to contribute to the Project by the provision of financial support.

Now therefore

1 Obligations of the Donor

- 1.1 The Donor shall pay MAG the sum of Four thousand Two Hundred and Fifty Pounds Euros (EUR 4,250) (the '**Contribution**') as a contribution to the cost to MAG of the Project for the period commencing on 1 July 2015 and ending on 30 June 2016 (the '**Period**');
- 1.2 Payment shall be made by the Donor within 30 days of signature of this Agreement;
- 1.3 The payments to be made to MAG shall be transferred into MAG's bank account.

2 Obligations of MAG

- 2.1 Subject to the Donor providing the Contribution to MAG in accordance with clause 1.1 MAG undertakes to the Donor to carry out the Project during the agreed Period.
- 2.2 In order to ensure the success of the Project MAG shall, upon receipt of the Contribution:
 - 2.2.1 Ensure that the Project is accessible to all, without bias based on gender, religion, politics, nationality, ethnicity, age or disability, and encourage, where possible, the participation of minorities in all aspects of the Project.
 - 2.2.2 Strive to ensure the largest extent of community ownership of the Project;



- 2.2.3 Provide and facilitate access to Project activities and documentation to Donor Trustees, staff, evaluators or other Donor representatives;
- 2.2.4 Send the Donor quarterly reports for the duration of the 12 month grant.
- 2.2.5 Ensure that the Contribution is used solely for Project purposes and that no funds are passed on to other individuals or organisations unless it is necessary for the Project, ensuring that any such payment is fully documented and can be traced.
- 2.2.6 Repay unused funds remaining at the end of the Project to the Donor, unless the Donor approves the use of these funds for other purposes.
- 2.2.7 Inform the Donor fully and immediately about any major changes to MAG or the Project

3 General

- 3.1 MAG represents, warrants and undertakes that:
 - 3.1.1 it has obtained and will maintain all authorisations and all other governmental, statutory, regulatory or other consents, licences, authorisations, waivers or exemptions required in connection with the Project and to empower it to enter into and perform its obligations under this Agreement;
 - 3.1.2 it has taken all reasonable care to ensure that no aspect of the Project has been influenced or affected by any fraud, dishonesty, bribery, corruption, abuse of rights, or other similar malpractice including in relation to all agents, employees, contractors, sub-contractors, government officials involved directly or indirectly with the Project and will immediately inform the Donor of any incident, matter or circumstance that would or might involve any such fraud, dishonesty, bribery, corruption, abuse of rights or malpractice.
- 3.2 To the fullest extent permitted by law, MAG agrees for the benefit of such persons that none of the Donor, its affiliates, directors, officers, trustees, agents, employees or controlling persons shall have any liability to MAG or any person asserting claims on behalf of MAG arising out of or in connection with the Project, the Contribution or any other matter referred to in this Agreement.
- 3.3 This Agreement sets out the whole agreement between the parties in respect of the Contribution and supersedes any prior agreement (whether oral or written) relating to the Contribution. If there is any conflict between the terms of this Agreement and any other agreement, this Agreement shall prevail unless the parties otherwise expressly agree in writing.
- 3.4 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.



- 3.5 The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with this Agreement, including in connection with (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction.
- 3.6 Either party may terminate this Agreement before the end of the Period if there is just cause by giving not less than one month written notice in advance to the other. On termination of this Agreement MAG agrees to immediately return any unspent funds to the Donor, unless otherwise agreed.
- 3.7 The Donor shall be able to terminate this Agreement with immediate effect:
- 3.7.1 If it becomes aware of any fraud, dishonesty, bribery, corruption, abuse of rights, or other similar malpractice relating to The Project including in relation to all agents, employees, contractors, sub-contractors, government officials involved directly or indirectly, with the Project;
 - 3.7.2 If in the good faith opinion of the Donor (in its sole discretion) it (or its trustees') name or reputation is likely to be prejudiced by continuing as the Donor; and
 - 3.7.3 If a term of this Agreement is breached by MAG which the Donor, acting in good faith, considers to be material.

4. Force Majeure

A Party may be relieved from any obligation hereunder if the performance of such obligation has been made impossible or has reasonably been prevented or delayed by a Force Majeure occurrence.

A Party affected by Force Majeure occurrence shall give the other Party prompt notice thereof. The Parties shall meet as soon as possible to discuss and, if possible, agree a course of action.

During a situation of Force Majeure each Party shall assume and pay for its respective costs and shall take all reasonable steps to avoid or mitigate the Force Majeure.

In the event of a Force Majeure occurrence which continues for a period of in excess of ten (10) calendar days, either Party shall have the right to terminate this Contract.

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For and on behalf of **MAG**:

At: MAG HQ, Suite 3a South Central, 11 Peter Street, Manchester, M2 5QR

On day of: 02/07/2015

By:

Name: Darren Cormack

Title: Director of Business Development

For and on behalf of **Veterinarians without borders - Sweden (VSF-Sweden)**:

At: Lulea Sweden

On day of: 21/7/2015

By:

Name: J. Larsson

Title: Chairman VSF-Sweden

Uppsala, Uppsala

17/07/2015

Elisabeth Persson

Treasurer VSF-Sweden