

**HULL 2017 CO-OPERATION AGREEMENT**

**THIS AGREEMENT** is made on  
2017

14<sup>th</sup> July

**BETWEEN**

1. **HULL UK CITY OF CULTURE 2017 LIMITED** a company incorporated in England and Wales under company number 9106231 (with registered charity number 1162199) whose registered office is at 40 High Street, Pacific Exchange, Hull, HU1 1PS ("**Hull 2017**"); and
2. **MAL WILLIAMSON (Tea Break Short Film Festival)**, a company incorporated in England and Wales under company number [10666627] whose [registered office / principal place of business] is at [156 Ella St, HU5 3AU] (the "**Partner**").

**BACKGROUND**

Hull 2017 is organising City of Culture and Hull 2017 and Partner wish to enter into an agreement to maximise the success of the Project and pursuant to which the Project shall be part of City of Culture in accordance with the terms of this Agreement.

**DOCUMENTATION**

The following documents referred to in this Agreement shall be attached to this Agreement unless otherwise agreed by the parties:

1. **Project Summary**
2. **Delivery Plan and Milestones**
3. **Equality and Diversity Monitoring Form**
4. **Marketing and Communications Plan (to be developed)**

**THIS AGREEMENT IS HEREBY SIGNED** by the parties or their duly authorised representatives on the date of this Agreement.

Sam Hunt  
Executive Producer  
**For an on behalf of**  
**Hull UK City of Culture 2017**

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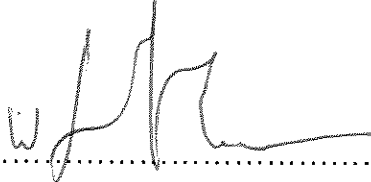


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Fran Hegyi  
Executive Director  
Will Hutchinson  
General Counsel

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For an on behalf of  
Hull UK City of Culture 2017

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Signed by **MAL WILLIAMSON**  
duly authorised for and on behalf of  
**Tea Break Short Film Festival**

  
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## SECTION 1

### GENERAL CLAUSES

#### 3. DEFINITIONS

In this Agreement, unless the context otherwise requires:

**2017 Partners** means Hull 2017's official commercial partners from time to time;

**City of Culture** means the series of curated events comprising the Hull 2017 UK City of Culture;

**Delivery Plan and Milestones** means the delivery plan and milestones attached to this Agreement to enable the delivery and success of the Project to be measured;

**Hull 2017 Brand** means the brand relating to City of Culture and containing the Marks of Hull 2017;

**Hull 2017 Brand Guidelines** means the Hull 2017 Brand guidelines, as amended from time to time, and all information relating to the use of the Hull 2017 Brand contained on the Hull 2017 website;

**Force Majeure Event** has the meaning given to it in clause 26.1 of Section 1;

**Grant** means a grant by Hull 2017 to Partner of £[♦] or individual grants which together total not more than £[♦], to be made pursuant to this Agreement;

**Licence Agreement** means the licence agreement to be entered into by the parties to this Agreement relating to the use of the Hull 2017 Brand and the Partner Brand;

**Marketing and Communications Plan** means the marketing and communications plan for the Project;

**Marks** means any trade marks, service marks, words, symbols, terms, logos, emblems, designs and/or designations;

**Partner Brand** means the brand comprising Partner's trade marks, trade names, logos and other intellectual property rights relating specifically to the same;

**Project** means the project provisionally referred to by the parties as "[♦]", which is described in the Project Summary;

**Project Summary** means the project summary agreed by the parties and attached to this Agreement; and

**Term** has the meaning given in clause 19 of Section 1.

#### **4. CITY OF CULTURE AND THE PROJECT**

Hull 2017 is organising City of Culture, which it is intended will deliver 365 days of transformative culture through a range of diverse and high profile cultural events and projects.

- 1.1 The parties have agreed that the Project shall be part of City of Culture and shall work together at all times to maximise the success of the Project and ensure that the Project enhances the overall performance of City of Culture.

#### **5. PARTNER RESPONSIBILITIES**

Partner shall:

- (a) produce and present the Project in a professional manner and in accordance with the Project Summary, to the best of Partner's skills and abilities and in line with current best practice, and liaise closely with Hull 2017 in so doing, including preparing artistic and other reports and providing such information in relation to the Project as Hull 2017 may reasonably require;
- (b) obtain all necessary rights, licences, permissions and consents relating to the Project including visa and work permit provision for international artists;
- (c) develop the Delivery Plan and Milestones for the Project, for approval by Hull 2017, deliver the Project in accordance with the Delivery Plan and Milestones and not make any changes to the Delivery Plan and Milestones without the approval of Hull 2017;
- (f) use the Hull 2017 Brand on all relevant marketing and publicity materials in accordance with the Licence Agreement, the Hull 2017 Brand Guidelines and clauses 5 and 6 of this Agreement;
- (g) deliver the Partner Brand for use by Hull 2017 in accordance with the Licence Agreement; and
- (h) comply with any other relevant terms of this Agreement.

#### **6. HULL 2017 RESPONSIBILITIES**

Hull 2017 shall:

1. deliver the Hull 2017 Brand for use by Partner in accordance with the Licence Agreement;

2. liaise with Partner on a regular basis and assist Partner in ensuring the success of the Project;
3. where relevant advise on matters relating to City of Culture including transportation, security, marketing and other related logistic and production issues;
4. assist Partner with the mitigation of any risks relating to the Project; and
5. comply with any other relevant terms of this Agreement.

## **7. MARKETING AND COMMUNICATIONS**

Partner shall develop the Marketing and Communications Plan in consultation with Hull 2017.

Hull 2017 shall develop a marketing and communications plan for City of Culture and shall promote the Project as part of this plan.

The parties agree that both the timing and content of any public announcements (including public statements and press and other media releases) relating to the Project shall be agreed by the parties before any such announcement.

Partner shall inform Hull 2017 in advance of any promotional or media activity in connection with the Project *[for inclusion where Partner has a media partner: and in particular shall (i) liaise with Hull 2017 regarding the Project's media partner(s); (ii) ensure that there is no confusion that the media partner is associated with City of Culture or the Hull 2017 Brand; and (iii) otherwise ensure that the media partner(s) respect(s) the relevant terms of this Agreement and that the rights of any Hull 2017 media partner shall take precedence over any other media partner]*.

## **8. BRANDING AND PROMOTION OF PROJECT AND HULL 2017**

To enable Hull 2017 and Partner to promote the Project in accordance with the Marketing and Communications Plan, Hull 2017 shall grant a licence of the Hull 2017 Brand to Partner in accordance with the separate Licence Agreement and Partner shall (i) grant a licence of the Partner Brand to Hull 2017 in accordance with the Licence Agreement and (ii) provide other relevant materials to Hull 2017 in accordance with this clause.

Partner shall, at its own cost, ensure that the Project installs and maintains such signs and/or other promotional material indicating the involvement of Hull 2017 with the Project as Hull 2017 may require from time to time and, in addition, Hull 2017 shall be entitled to promote City of Culture on a full page of

the Partner's website [and on [two] pages of any brochure or programme being produced in relation to the Project].

Partner shall provide to Hull 2017 and, in its arrangements with third parties including artists, shall ensure that Hull 2017 will have the right to use the Project's name, images of any relevant venues, images and footage of the Project and an approved image and biography of participating artists for the promotion of City of Culture. If the Project is an exhibition involving artwork, Partner shall also ensure that all appropriate licences are procured to enable such artwork to be reproduced to publicise, promote and advertise the Project for the promotion of City of Culture.

Partner shall provide to Hull 2017 examples of all promotional materials produced by Partner relating to the Project as soon as they become available to Partner. Partner shall provide to Hull 2017 a reasonable number of its standard press materials, press kits (including electronic press kits (EPKs)), photographs, jpegs, mpegs, videos, DVDs, flyers, posters and other such materials as Hull 2017 may reasonably request to enable Hull 2017 to promote the Project as part of City of Culture.

Hull 2017 shall be entitled to refer to Partner and the Project in souvenirs and other materials produced by or for Hull 2017 and to incorporate materials provided to Hull 2017 pursuant to clauses 6.2 and 6.3 above in those materials. Partner represents and warrants to Hull 2017 that the use by Hull 2017 as contemplated in this Agreement of any materials provided by Partner to Hull 2017 pursuant to this clause shall not infringe any pre-existing rights of any third party.

Hull 2017 shall provide the Partner with a line credit relating to City of Culture and Partner shall include such credit in such marketing, promotional and publicity materials relating to the Project as shall be notified to the Partner by Hull 2017.

Where legally able to do so, Partner shall provide to Hull 2017 such access as shall be requested to marketing and other databases for the purposes of promotion by Hull 2017 of the Project and City of Culture.

The Partner shall provide Hull 2017 with a minimum of five digital images of the Project following completion and grant to Hull 2017 an irrevocable, royalty-free license in perpetuity, to use, copy, keep and disseminate any digital outputs as Hull 2017 see fit.

The Partner shall ensure that any digital outputs of the Project are:

1. free of charge for non-commercial uses for as long as this Agreement lasts;
2. [licensed for use by others under the creative Commons licence 'Attribution Non-

commercial' (CC BY-NC) for as long as this Agreement lasts unless Hull 2017 has agreed otherwise; ]

3. not exploited commercially without Hull 2017's prior written consent.

## 9. **SPONSORSHIP OF PROJECT**

Partner shall not, without Hull 2017's consent, enter into any sponsorship or other commercial arrangement in relation to the Project.

## 2. **NO UNAUTHORISED EXPLOITATION OF HULL 2017**

2.1 Other than as set out in this Agreement, Partner shall not, and shall use its best endeavours to procure that none of its sub-contractors shall: (i) commercially exploit the Hull 2017 Brand; or (ii) do anything which creates an association of any kind between (a) Partner or any third party and (b) Hull 2017; or (iii) make any private commercial (or fundraising) use of its relationship to Hull 2017, and Partner acknowledges that it has no right to grant any rights to third parties to associate themselves, their goods or services with City of Culture.

2.2 Other than as set out in the Hull 2017 Brand Guidelines, Partner shall not, without the written consent of Hull 2017, permit any Marks denoting or identifying any third party or any third party's event, products or service(s) to be affixed to or form part of any materials that display or include the Hull 2017 Brand, or to be displayed in near proximity to the Hull 2017 Brand or Mark or to be promoted in connection with the Project.

2.3 Partner shall take all reasonable steps to prevent any activity undertaken by a third party that creates an association with, or provides the third party, its products or services exposure in relation to, the Project ("Ambush Marketing").

Partner shall not, and shall use its best endeavours to procure that none of its sub-contractors shall (i) do anything to knowingly damage Hull 2017's relationship with 2017 Partners; nor (ii) do anything that would bring Hull 2017 or City of Culture into disrepute.

## 3. **2017 PARTNERS**

3.1 Hull 2017 may propose specific fundraising activity associated with the Project to the Partner and such activity may include but is not limited to: cultivation events, artist/s talks, special tours, special viewings, limited edition artist works.

3.2 The Partner shall support Hull 2017 in its fundraising activity for City of Culture and work together to deliver cultivation events and any other such activity associated with the Project.

- 3.3 The Partner will include Hull 2017's guests, up to a reasonable number to be agreed and at the cost of Hull 2017, in any special events relating to the Project such as private views or access to receptions with artists.
- 3.4 The Partner and its creative artists may be asked by Hull 2017 to take part in fundraising activity for the purpose of fundraising for City of Culture. Hull 2017 will endeavour to provide the Partner with reasonable notice of any such activity.
- 3.5 If any of the venues where any part of the Project is held are suitable for hospitality, Partner shall use reasonable endeavours where appropriate to (i) *permit Hull 2017 and/or 2017 Partners to use space in such venues (at cost) on a reasonable number of occasions for hospitality purposes [define which spaces and any specific dates/total number of occasions]* in accordance with the agreed rate card and (ii) not, without Hull 2017's prior written consent, hire such space for private hospitality functions to any competitor of a 2017 Partner for the duration of the Project.
- 3.6 Partner acknowledges that the text referred to in clause 6.6 above shall include reference to 2017 Partners and other funders providing funding for City of Culture and that the promotional materials referred to in clause 6.1 above shall include reference to 2017 Partners and other funders providing funding for City of Culture and shall also include (i) the Marks of Hull 2017 and (ii) the Marks of 2017 Partners and other funders of Hull 2017. For the avoidance of doubt, Partner shall not be required to reference such 2017 Partners or other funders on any other marketing materials or websites relating to the Project unless specifically agreed by Partner or as otherwise set out in this Agreement.

## 10. **MERCHANDISE**

Partner shall not create and/or sell (or authorise any third party to create and/or sell) any merchandise containing any element of the Hull 2017 Brand or which implies an association with City of Culture provided that any catalogue relating to the Project may contain the Hull 2017 Brand.

Partner and Hull 2017 shall discuss in good faith the possibility that Hull 2017 merchandise shall be sold at all venues where the Project is held and (ii) that Hull 2017 may create merchandise relating to the Production.

## 11. **TICKETING**

*[Partner and Hull 2017 shall ensure that there shall be (i) a link from City of Culture website to any online ticketing web page created by Partner for the Project or events forming part of the Project and (ii) a link back from such online ticketing page(s) to City of Culture website.] or [Partner and Hull 2017 shall liaise to*



*ensure that tickets for the Project can be purchased from the Hull 2017 website] or [If the event is not ticketed, Partner and Hull 2017 shall ensure that there shall be (i) a link from City of Culture website to the web page for the Project created by Partner and (ii) a link back from such web page to City of Culture website.]*

Partner shall use its reasonable endeavours to ensure tickets for the Project or events forming part of the Project are not released for sale until such date as shall be agreed between the parties. If it is intended that tickets shall be released prior to such date, Partner shall hold [25]% of tickets to be released for sale on such date.

Hull 2017 shall be entitled to receive:

1. [20] complimentary tickets for each preview of each [show/performance/exhibition/presentation] forming part of the Project;
2. 20 complimentary tickets for each other performance, exhibition or presentation of the Project including dress rehearsals and workshops;

Hull 2017 agrees that in the event that it does not require any complimentary tickets, they shall be released for sale to the public not later than 24 hours before the relevant performance, exhibition or presentation, and Hull 2017 agrees that it will use its best endeavours to notify Partner not later than such time if such tickets are not required.

Partner shall provide Hull 2017 with reports of ticket sales and ticket availability concerning the Project.

## **12. SECURITY AND POLICING**

Partner shall be responsible for organising all security and policing for the Project.

Partner agrees to co-operate fully with Hull 2017 on all matters relating to security for City of Culture.

## **13. POLICIES**

Partner acknowledges the high priority given by Hull 2017 to (i) accessibility (ii) protection of children and vulnerable adults (iii) equality and diversity and (iv) environmental and sustainability, and that these are key considerations in planning for and staging City of Culture. Partner shall at all times:

3. use its best endeavours to make the Project fully accessible to as wide a range as possible of artists, employees, participants and audiences, including complying with Arts Council England's Creative Case;
4. follow best practice in having appropriate policies and procedures in place to ensure the protection of children, young people and vulnerable adults; and

5. use its best endeavours to adhere (and to procure adherence by any sub-contractors) to either (i) Hull 2017's sustainability and equality and diversity policies from time to time in force or (ii) other substantively equivalent policies of its own.

#### **14. EDUCATION**

The Partner shall in consultation with Hull 2017 and its representatives develop an Education Plan for the Project and the objectives of such plan shall support the overall objectives of City of Culture and be subject to the approval of Hull 2017.

The Partner shall document, record, monitor and evaluate its education activity relating to the Project.

The Partner shall provide to Hull 2017 copies of all education materials produced by the Partner relating to the Project as Hull 2017 may reasonably request to re-use the materials as part of City of Culture. The Partner will ensure all education and engagement materials are appropriately credited and licensed for use by Hull 2017 in accordance with this Agreement.

#### **15. VOLUNTEERING**

Partner shall have the opportunity to request the services of volunteers recruited by Hull 2017 as part of the Hull 2017 volunteer programme.

Partner recognises that it shall be required to comply with guidelines relating to volunteers being devised by Hull 2017 and Hull 2017 agrees to support the Partner in complying with such guidelines.

#### **16. BROADCASTING**

Partner shall not, and shall ensure that any delivery partner shall not, arrange for the broadcast of any moving audio-visual and/or audio-only coverage of the Project without the prior approval of Hull 2017. For the avoidance of doubt, this clause does not prohibit clips of any part of the Project being broadcast for news purposes only.

#### **17. MONITORING AND EVALUATION**

Partner shall complete the Equality and Diversity Monitoring form referred to in the Documentation section of this Agreement.

Partner shall participate in the evaluation of the Project using the guidelines being developed by Hull 2017 and shall contribute fully to the evaluation of City of Culture which will be undertaken by Hull 2017, the University of Hull and other approved evaluators, including providing such data and statistics as Hull 2017 shall notify to the Partner relating to:

1. the number and type of participants/audience of the Project;
2. artistic, technical or other business capacity building; and
3. such other information as shall be required for evaluation and monitoring purposes.

#### 18. **LEGACY**

It is acknowledged that the parties' objectives for the Project include a measurable and long-term legacy ("**Legacy**") and each party agrees to use its reasonable endeavours throughout the development and delivery of the Project to further the Legacy of the Project.

#### 19. **TERM**

The term of this Agreement (**Term**) begins on the date of signature of this Agreement by both parties and shall, unless terminated earlier in accordance with this Agreement, expire on [31 December 2017].

#### 20. **INSURANCE**

The Partner shall either obtain or procure the obtaining of all usual insurance cover for the Project, which shall be with a reputable insurer and cover all risks of and incidental to the Partner's obligations and responsibilities in relation to the Project, including (i) public liability, (ii) employer's and employee's liability (iii) insurance cover for all assets created as a result of Hull 2017 funding, and/or (iv) such other insurances as may be prudent in the circumstances or as may be reasonably required by Hull 2017. On request, Partner shall supply to Hull 2017 a copy of each insurance policy effected under this clause.

#### 21. **LIABILITY**

Neither party shall be liable to the other under this Agreement for any loss of profits, business, contracts, data, market shares, anticipated savings, goodwill or revenue or for any other indirect, special or consequential loss or damage whatsoever, howsoever arising out of or in connection with the performance of its obligations under this Agreement or any breach of this Agreement provided (i) that nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or for any other liability which cannot be excluded or restricted by law and (ii) that this clause shall not apply to any matters referred to in the Licence Agreement.

#### 22. **CONFIDENTIALITY**

Partner shall keep as strictly confidential the provisions of this Agreement and all materials and information of a confidential nature supplied by Hull 2017 in

connection with the operation of this Agreement and shall not use the same, nor disclose the same to any third party without Hull 2017's prior written consent, except as may be reasonably necessary to enable it to carry out its obligations under this Agreement; or where required by law or by an order of a court or other authority of competent jurisdiction.

## **23. TERMINATION**

Hull 2017 may terminate this Agreement with immediate effect without (subject to clause 7.3 below) incurring any liability to Partner by giving notice at any time.

If City of Culture is not held for any reason, this Agreement shall terminate automatically with effect from the date on which it is officially announced that City of Culture will not be held or will not continue. With effect from such date, each party shall automatically be relieved of its obligations under this Agreement (except for those obligations which expressly or by implication are intended to survive termination) and, subject to clause 6.3 in Section 2, neither party shall have any liability to the other.

Expiry or termination of the Agreement for whatever reason shall not affect either party's rights or remedies that have accrued prior to the date of termination, nor the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force by or after expiry or termination, including clauses 7, 8, 9, 16, 19, 21, 22, 23 and 29.

## **24. ANTI-BRIBERY**

Neither party will tolerate bribery in any form (as defined by the Bribery Act 2010 and any subsequent law). Each party represents, warrants and undertakes to the other party that it has in place, and will follow, adequate anti-bribery policies and procedures. Each party acknowledges that any breach of its obligations under this Clause would constitute a material breach of contract for which the other party will be entitled to terminate this Agreement with immediate effect.

## **25. DATA SHARING**

3.7 Where legally able to do so, the Partner shall provide Hull 2017 such access as shall be requested to marketing and other databases for the purposes of evaluation by Hull 2017 of the Project and City of Culture.

3.8 Partner warrants that, to the extent it processes any Personal Data on behalf of Hull 2017:

25.1.1. it shall act only on instructions from Hull 2017; and

25.1.2. it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

25.1.3. only transfer Hull 2017 Personal Data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject after written authorisation by Hull 2017 which may be granted subject to such conditions as Hull 2017 deems necessary.

3.9 In this clause 26, Personal Data has the meaning given in the Data Protection Act 1998.

## **26. FORCE MAJEURE**

If either party is prevented from or delayed in the performance of any of its obligations under this Agreement by any event (a "**Force Majeure Event**") beyond the reasonable control of that party, including, but not limited to, acts of God, civil commotion, war, earthquake, fire, flood, industrial action or terrorist action, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than 60 working days, the party not claiming relief under this clause shall be entitled to terminate the Agreement in whole or in part by giving the other party 30 working days' written notice.

If performance by either party of such party's obligations under this Agreement is only partially affected by a Force Majeure Event, such party shall at the other party's sole option nevertheless remain liable for the performance of those obligations that are not affected by the Force Majeure Event.

## **27. TAXATION**

Each party shall duly comply with all requirements imposed on it by any applicable law or competent authority relating to tax (whether of the UK or elsewhere) arising in connection with the Project, and each shall be solely responsible in respect of its liabilities, assessments and charges to such tax and any withholdings, deductions, penalties, fines, surcharges and interest relating to the same.

Where goods and/or services are supplied under this Agreement in exchange for other goods and/or services by the respective parties in the furtherance of their business, and VAT is due on such supplies in accordance with all applicable VAT laws and regulations in force from time to time, the parties shall agree the value of what each has supplied to the other in good faith and using a reasonable method to calculate the VAT payable on such supply, and each shall invoice the other the amount calculated as due. Such invoices will be submitted by each party to the other on the same date and in line with the timing rules governing the issue of VAT invoices within the applicable quarter.

## 28. NOTICES

Any notice to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by hand, registered post (or, if posted to or from the United Kingdom, an internationally recognised courier service) or fax to:

1. in the case of Hull 2017: Pacific Exchange, 40 High Street, Hull HU1 1PA or +44 (0)1482 300300 (marked, in either case, for the urgent attention of Hull 2017's Executive Director); or
2. in the case of Partner: [address] or +44 (0)[telephone number] (marked, in either case, for the urgent attention of [♦]); or
3. such other address or fax number as Partner may designate in accordance with this clause.

## 29. GENERAL

Each party shall (and shall procure that any necessary third party shall) do such further acts, and execute and deliver such other documents, as may be reasonably requested from time to time by the other party in order to implement and give full effect to the provisions of this Agreement.

Partner acknowledges that Hull 2017 may, but (unless Hull 2017 consents) Partner shall not nor shall it purport to, assign any of its rights under this Agreement.

No person who is not a party to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

This Agreement and the Hull 2017 Brand Guidelines contain the entire agreement and understanding of the parties, and supersede any previous agreement or understanding between the parties, in relation to the subject-matter of this Agreement.

No failure to exercise or delay in exercising any right or remedy under this Agreement shall operate as a waiver of that or any other right or remedy. The express rights and remedies provided by this Agreement are cumulative and, except as otherwise stated in this Agreement, do not exclude any other rights or remedies provided by law.

The illegality, invalidity or unenforceability of the whole or part of any provision of this Agreement shall not affect the continuation in force of the remainder of this Agreement.

Whenever the consent or approval of a party to this Agreement is required, such consent may be given or withheld by such party in its sole discretion, unless otherwise specifically stated.

The provisions of this Agreement:

- (a) shall survive the termination of this Agreement where expressly stated and otherwise to the extent necessary to protect the rights of Hull 2017 in and to the Hull 2017 Brand and to effect the intent of the parties; and
- (b) shall also be for the benefit of the parties and their respective successors and permitted assignees.

Nothing in this Agreement (or in any of the arrangements contemplated by it) is, or shall be deemed to constitute, a partnership, joint venture, relationship or agency or contract of employment between the parties.

If any dispute or claim between the parties arises out of or in connection with this Agreement then the matter shall be resolved by the parties' respective senior executives.

This Agreement and any related dispute or claim (contractual or non-contractual) shall be governed by, and construed in accordance with, the law of England and Wales. Each party irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the courts of England and Wales.

