

**<A+> ALLIANCE COLLABORATION AGREEMENT**  
**[DATE] 2021**

This agreement sets out the proposed summary terms on which the Parties wish to establish a framework to govern their respective rights and obligations in relation to <A+> Alliance, a multidisciplinary, diverse, and feminist global coalition of expert practitioners, academics and activists working to create and apply Affirmative Action Algorithms that upturn the current path of Artificial Intelligence and Algorithmic Decision-Making Systems at a critical turning point in history. Coordinated by Women at the Table and Instituto Tecnológico de Costa Rica, <A+> combines field knowledge, multilateral and local expertise administering programs, with a wealth of experience achieving systems change at the institutional level in respect of which they wish to cooperate (the “**Alliance**”). This agreement formally sets out the summary terms upon which the parties have agreed that such Alliance may continue to take place.

No.	Item	Terms
1.	<b>Parties</b>	<ul style="list-style-type: none"> <li>• Women @theTable an association incorporated and registered in Switzerland with Swiss IDE number CHE-482-734-783 whose registered office is at Boulevard Georges-Favon, 1, 1204 Geneva, Switzerland (“<b>W@TT</b>”)</li> <li>• Instituto Tecnológico de Costa Rica, a public university of Costa Rica, with legal certificate number 4-000-042145, represented by the Rector, Luis Paulino Méndez Badilla, Engineer, identification number 104990080 whose registered office is at Cartago, Cantón Central, Distrito Oriental, De los Tribunales de Justicia 400 este, 400 sur, Cartago, Costa Rica (“<b>TTCR</b>”)</li> </ul>
2.	<b>Proposals and Projects</b>	<ul style="list-style-type: none"> <li>• A Party wishing to propose (“<b>Proposing Party</b>”) to the other Party (“<b>Receiving Party</b>”) a project within the scope of the Alliance, may submit a proposal by email at the address specified in clause 14 to the Receiving Party at any time, indicating whether the project is designated as green, yellow or red (and green project, yellow project and red project shall be construed accordingly). The proposal shall contain high level details of the proposed project, including an indication of the Parties’ likely respective contributions and any charges the proposing party intends to make for its own contribution (if applicable).</li> <li>• On receipt of a proposal, the Receiving Party shall consider it, provide the Proposing Party with its comments within the Prescribed Time (as defined below) and the Parties shall then discuss whether they wish to formalise the proposal into a Project. Either Party may, in its absolute discretion, decline to agree to formalise a proposal into a Project. If either Party rejects the proposal or fails to respond to a request to formalise a proposal into a Project within the Prescribed Time, the Proposing Party shall be entitled to pursue it in its own name and at its own cost.</li> </ul>

No.	Item	Terms
		<p>“<b>Prescribed Time</b>” means for the purposes of this clause only (i) one week in relation to a green project, (ii) two weeks in relation to a yellow project, and (iii) four weeks in relation to a red project.</p> <ul style="list-style-type: none"> <li>• In order to formalise a proposal into a Project: <ul style="list-style-type: none"> <li>○ the Proposing Party shall submit to the Receiving Party a draft Project Schedule. Such document shall be based substantially on the template Project Schedule set out in Schedule 1, but it may include additional matters or exclude matters contained in the template that are not relevant to the particular project; and</li> <li>○ each Party will have to sign the Project Schedule or decline to do so within the Prescribed Time following receipt of a finalised Project Schedule. A Project Schedule shall not have operative effect under this agreement unless it is signed by both parties. Once signed by both Parties, a Project Schedule becomes part of this agreement and is bound by its terms. Unless terminated earlier by the Parties, a Project Schedule that has not commenced shall terminate in the event this agreement is terminated. All other Project Schedules shall be wound down expeditiously upon agreement of the Parties.</li> </ul> </li> <li>• Each Party shall in relation to the obligations allocated to it in a Project Schedule agreed in accordance with this clause: <ul style="list-style-type: none"> <li>○ perform such obligations, in accordance with timeframes or milestones (if any) specified in the Project Schedule;</li> <li>○ use reasonable care and skill in performing such obligations;</li> <li>○ comply with good industry practice;</li> <li>○ comply with all laws applicable to it;</li> <li>○ obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;</li> <li>○ ensure that the contribution it provides conforms with descriptions and specifications (if any) set out in the applicable Project Schedule; and</li> <li>○ if on the other Party’s premises, comply with that Party’s health and safety and site regulations made known to it.</li> </ul> </li> <li>• Each Party shall ensure that it uses employees or agents in performing its obligations under a Project Schedule who are suitably qualified and experienced.</li> <li>• Unless otherwise agreed between the Parties: <ul style="list-style-type: none"> <li>○ three months following the signing of a Project Schedules, the Parties shall discuss either by emails or telephonically, the progress of the project contemplated by such Project Schedule; and</li> <li>○ the Parties shall hold such discussion at the end of every six month period thereafter, until the termination of the Project Schedule.</li> </ul> </li> </ul>

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3.	<b>Conduct of the Alliance</b>	<ul style="list-style-type: none"> <li>• The activities of the Alliance shall be carried on by either Party, save that all matters that are not of a routine nature (including, but not limited to amendments to any Project Schedule or any process management documentation arising thereunder) shall be determined by the respective heads of W@TT and ITCR, or their appointees as communicated by either Party from time to time, acting jointly.</li> <li>• In carrying out the activities of the Alliance, the Parties shall act in the best interests of the Alliance.</li> <li>• In the event of a deadlock regarding any course of action to be taken in the name of the Alliance, the Party proposing such course of action shall be entitled to pursue it in its own name and at its own cost if it chooses to do so.</li> <li>• The Alliance website (<a href="https://aplusalliance.org/">https://aplusalliance.org/</a>) shall be jointly owned by ITCR and W@TT. All expenses incurred in connection with the Alliance website shall be borne equally by the Parties.</li> </ul>
4.	<b>Information Flow and Project Management</b>	<ul style="list-style-type: none"> <li>• To enable the parties to maximise the benefits of their collaboration, each party shall: <ul style="list-style-type: none"> <li>○ engage the other in planning discussions in relation to the Alliance from time to time;</li> <li>○ keep the other party informed about its own progress in relation to any project; and</li> <li>○ facilitate regular discussions between appropriate members of its personnel and those of the other party in relation to each project, including in relation to: <ul style="list-style-type: none"> <li>▪ performance and issues of concern in relation to each project;</li> <li>▪ new developments and resource requirements;</li> <li>▪ compliance with deadlines; and</li> <li>▪ such other matters as may be agreed between the parties from time to time.</li> </ul> </li> </ul> </li> <li>• Each Party shall: <ul style="list-style-type: none"> <li>○ supply to the other Party information and assistance reasonably requested by it relating to a project as is necessary to enable that other Party to perform its own obligations in relation to the project;</li> <li>○ review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to a project (if any), as soon as reasonably practicable at the request of the other Party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware; and</li> <li>○ supply to the other Party information and assistance reasonably requested by it to comply with any legal, regulatory or reporting requirements,</li> </ul> </li> </ul>

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		including but not limited to anti-corruption, anti-money laundering, anti-terrorism and human rights laws and regulations.
5.	<b>Funding</b>	<ul style="list-style-type: none"> <li>• In advance of applying for external funding in connection with the Alliance, a Party (the “<b>Notifying Party</b>”) must: <ul style="list-style-type: none"> <li>○ Notify by email to the address specified in clause 14 (or designated email addresses communicated by either Party) the other Party (the “<b>Notified Party</b>”) in advance of applying (“<b>Funding Notification</b>”) indicating whether the notification is designated as green, yellow or red (and green Funding Notification, yellow Funding Notification and red Funding Notification shall be construed accordingly);</li> <li>○ obtain the Notified Party’s written consent to seek funding from that particular donor (such consent not to be unreasonably withheld); and</li> <li>○ provide the other Party with an opportunity to comment on any funding application, and take any comments into consideration acting reasonably;</li> </ul> </li> <li>• Within the Prescribed Time (as defined below) of a Funding Notification, the Notified Party must either: (i) grant its written consent to allow the Notifying Party to seek funding from that particular donor (such consent not to be unreasonably withheld); or (ii) request the other that a joint funding application be made in accordance with the procedure below. If the Notified Party fails to respond within the Prescribed Time, it shall be deemed to have granted its consent under (i) of this bullet.  “<b>Prescribed Time</b>” means, for the purposes of this clause only (i) one week in relation to a green Funding Notification, (ii) two weeks in relation to a yellow Funding Notification, and (iii) four weeks in relation to a red Funding Notification.</li> <li>• Where a Party has requested that a joint funding application be made, the Parties shall act reasonably and in good faith in seeking to put together a joint funding application. In the event that no such joint funding application is made within ten days of a Funding Notification, then only the Notifying Party shall be entitled to put forward a funding application to that donor.</li> <li>• Any funding received shall be split 50:50 on a gross basis between the Parties, unless otherwise agreed. Notwithstanding this, if a donor gives specific instructions regarding the allocation of funding, such instructions shall be followed.</li> <li>• All funding shall be subject to a morals clause, whereby if at any time the donor or his or her name may compromise the public trust or the reputation of the Alliance, including acts of moral turpitude, either Party may (or serve notice on the other Party requiring it to) remove the name or return the gift as soon as practicable.</li> <li>• Administration of funds to be determined on a case-by-case basis.</li> </ul>

No.	Item	Terms
6.	<b>Application of Funds</b>	<ul style="list-style-type: none"> <li>• Any provision for overhead costs included in the donation will be retained by the Party administering the funds, unless otherwise agreed.</li> <li>• Unless otherwise determined in a Project Schedule or otherwise in writing, the Parties shall contribute to the costs of any project on an equal basis.</li> </ul>
7.	<b>Charges</b>	<ul style="list-style-type: none"> <li>• Each Party shall: <ul style="list-style-type: none"> <li>○ not be entitled to charge the other party for the provision of anything it provides in connection with each Project and this agreement; and</li> <li>○ be otherwise responsible for its own costs incurred in connection with each Project and this agreement.</li> </ul> </li> <li>• Notwithstanding the above, if a Project Schedule provides that a Party is responsible for paying the other party any charges, such charges shall be invoiced and paid for in the currency specified in the Project Schedule in accordance with clause 8.</li> </ul>
8.	<b>Invoicing and Payment</b>	<ul style="list-style-type: none"> <li>• A Party must issue a schedule of costs incurred for all services rendered under this Agreement, regardless of whether payment is sought.</li> <li>• If a Project Schedule provides that a Party will pay the other Party any charges in relation to a project, the other Party shall issue invoices for such charges: <ul style="list-style-type: none"> <li>○ in accordance with the invoicing procedure (if any) provided for in the Project Schedule; or</li> <li>○ if no invoicing procedure is provided for in the Project Schedule, at the end of each calendar month.</li> </ul> </li> <li>• Unless otherwise provided in a Project Schedule, the charges specified in a Project Schedule are exclusive of VAT, which shall be included in invoices and payable (if applicable), in addition to the charges.</li> <li>• A Party shall pay an invoice issued to it in accordance with this agreement within 30 days of the date of receiving the invoice.</li> <li>• If a Party fails to make a payment due to the other Party under this agreement by the due date, then, without prejudice to any other remedies that may be available, the defaulting Party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.</li> <li>• Interest under this clause will accrue each day at 1% a year above the Bank of England's base rate from time to time, but at 1% a year for any period when that base rate is below 0%.</li> </ul>
9.	<b>Term and Termination</b>	<ul style="list-style-type: none"> <li>• This agreement commences on the date when it has been signed by the Parties and shall continue for a term of two years, which shall renew automatically.</li> <li>• Notwithstanding the above, either Party may terminate this agreement at any time on 60 days' written notice.</li> <li>• In the event a Party serves due notice to terminate this agreement (the "<b>Withdrawing Party</b>"), the other Party (the "<b>Remaining Party</b>") shall be entitled to continue to conduct activities or arrangements that overlap with the</li> </ul>

No.	Item	Terms
		<p>scope of the Alliance under the “&lt;A+&gt; Alliance” brand, provided, however, that when doing so the Remaining Party shall recognise the Withdrawing Party’s contribution and the contribution of Ciudadania Inteligente exclusively by including the following text in any relevant communication or material: “<i>The &lt;A+&gt; Alliance was a joint collaboration by Women at the Table, Instituto Tecnológico de Costa Rica and Ciudadania Inteligente. The work of [Withdrawing Party] was fundamental to this Alliance.</i>” and including a link to the relevant Withdrawing Party’s website which is notified in writing to the Remaining Party, and in either case unless otherwise instructed in writing by the Withdrawing Party. The Remaining Party shall not be required to recognise the Withdrawing Party’s contribution if at any time the Remaining Party deems (at the Remaining Party’s discretion, acting reasonably) that the Withdrawing Party or the Withdrawing Party’s name may compromise the public trust in or the reputation of the Alliance, as a result of acts of moral turpitude by the Withdrawing Party.</p> <ul style="list-style-type: none"> <li>• Notwithstanding the above, in the event a Party breaches the terms of this agreement (a “<b>Breaching Party</b>”), the other Party (the “<b>Non-Breaching Party</b>”) shall be entitled to serve a notice on the Breaching Party terminating this agreement immediately and the Non-Breaching Party shall be entitled to continue to conduct activities or arrangements that overlap with the scope of the Alliance under the “&lt;A+&gt; Alliance” brand.</li> <li>• The Withdrawing Party, as soon as reasonably possible following it serving its termination notice, shall take all steps necessary to transfer its title in the Alliance website (<a href="https://aplusalliance.org/">https://aplusalliance.org/</a>) to the Remaining Party. Any expenses incurred in such transfer shall be borne equally by the Parties. This bullet shall also apply <i>mutatis mutandis</i> to a Breaching Party.</li> </ul>
10.	<b>Other Arrangements</b>	<ul style="list-style-type: none"> <li>• Nothing in this agreement shall restrict the Parties’ rights to continue to conduct activities or arrangements that overlap with the scope of the Alliance, provided it is clearly stated that such activity or arrangement is being conducted in that Party’s own name and no reference to the Alliance is made without the other Party’s written consent, which shall be sought at least 7 days in advance of such activity or arrangement.</li> </ul>
11.	<b>Data Protection</b>	<ul style="list-style-type: none"> <li>• Each Party shall, at its own expense, ensure that it complies, and assists the other Party to comply, with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, under applicable data protection legislation.</li> </ul>
12.	<b>Intellectual Property</b>	<ul style="list-style-type: none"> <li>• “<b>Intellectual Property Rights</b>” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in</li> </ul>

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		<p>get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p> <ul style="list-style-type: none"> <li>• All Intellectual Property Rights developed or created by a Party pursuant to a project or otherwise in connection with the Alliance shall be made either: (i) open source; or (ii) subject to a creative commons attribution non-commercial share alike 4.0 licence, as determined on a project by project basis by the Parties acting jointly.</li> <li>• To the extent any Intellectual Property Rights created by either Party are not made open source or subject to a creative commons attribution non commercial share alike 4.0 licence, this agreement does not transfer any interest in such Intellectual Property Rights (“<b>Owned IPR</b>”) and Owned IPR includes any Intellectual Property Rights owned or created by either Party prior to this Agreement which have not otherwise been made open source or subject to a creative commons attribution non commercial share alike 4.0 licence.</li> <li>• Each Party grants to the other party a non-exclusive, personal, royalty-free licence during the term of this agreement to use its Owned IPR in relation to a project to the extent necessary for the other Party to carry out its obligations in relation to that project.</li> <li>• At the termination of the applicable project, a party licensed to use Owned IPR shall cease to use that Owned IPR and shall return any physical embodiment of the Owned IPR (including any copies) in its possession or control to the other Party, unless otherwise agreed.</li> <li>• Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of any Party’s Intellectual Property Rights (including Owned IPR) used in connection with a project of which it becomes aware.</li> </ul>
13.	<b>Indemnity</b>	<ul style="list-style-type: none"> <li>• Where a Party uses the Intellectual Property Rights of a third party in connection with the Alliance, that Party shall indemnify the other Party (the “<b>Indemnified Party</b>”) against all losses suffered or incurred by the Indemnified Party arising out of or in connection with any claim in respect of those Intellectual Property Rights, and against any claim that such use infringes the rights of any third party.</li> </ul>

No.	Item	Terms
14.	<b>Notices</b>	<ul style="list-style-type: none"> <li>• A notice given to a party under or in connection with this agreement: (i) shall be in writing and in English; and (ii) shall be sent to the party for the attention of the contact and at the email address specified below (having obtained electronic delivery confirmation thereof). A party may change its details for service of notices by giving notice in writing.</li> <li>• Notice to W@TT: <ul style="list-style-type: none"> <li>○ For the attention of: Caitlin Kraft-Buchman / CEO / Founder</li> <li>○ Email address: Caitlin@WomenAtTheTable.net</li> </ul> </li> <li>• Notice to ITCR: <ul style="list-style-type: none"> <li>○ For the attention of: Jaime Gutierrez</li> <li>○ Email address: jgutierrez@itcr.ac.cr</li> </ul> </li> <li>• This clause does not apply to the service of any proceedings or other documents in any legal action.</li> </ul>
15.	<b>Announcements</b>	<ul style="list-style-type: none"> <li>• No Party shall make, or permit any person to make, any public announcement, communication or circular (“<b>Announcement</b>”) concerning the Alliance or any of the project connected to it, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). The Parties shall consult together on the timing, contents and manner of release of any Announcement.</li> <li>• Notwithstanding the above, where an Announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the Announcement shall promptly notify the other party (to the extent it is so permitted). The party concerned shall make all reasonable attempts to agree the contents of the Announcement before making it.</li> </ul>
16.	<b>No Partnership, entity or Agency</b>	<ul style="list-style-type: none"> <li>• Nothing in this agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, to create any entity including an association, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.</li> </ul>
17.	<b>Further Assurances</b>	<ul style="list-style-type: none"> <li>• At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.</li> <li>• The Parties acknowledge that further aspects with regards to the governance of the Alliance may need to be memorialized in an agreement. To that end, the parties agree to negotiate in good faith to agree on such further terms.</li> </ul>



No.	Item	Terms
18.	<b>Third Party Rights</b>	<ul style="list-style-type: none"> <li>• No one other than a Party to this agreement, their personal representatives, successors and permitted transferees, shall have any right to enforce any term of this agreement.</li> <li>• The rights of the Parties to terminate, rescind or vary this agreement are not subject to the consent of any other person.</li> </ul>
19.	<b>Force Majeure</b>	<ul style="list-style-type: none"> <li>• Neither Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (such Party being an “<b>Affected Party</b>”). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months, the other Party may terminate any affected Project Schedule or this agreement by giving 15 days' written notice to the Affected Party.</li> </ul>
20.	<b>Governing Law</b>	<ul style="list-style-type: none"> <li>• This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.</li> </ul>
21.	<b>Dispute Resolution</b>	<ul style="list-style-type: none"> <li>• If any dispute arises in connection with this agreement, the Parties agree to enter into mediation in good faith to settle such a dispute. Unless otherwise agreed between the Parties within 14 days of notice of the dispute, the Party that sent the ADR Notice shall contact a certified mediation provider for the appointment of a mediator. To initiate the mediation a party must give notice in writing (“<b>ADR Notice</b>”) to the other Party, referring the dispute to mediation.</li> <li>• If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, the mediator will be requested to decide that point for the parties having consulted with them. Unless otherwise agreed between the Parties, the mediation shall be carried out via telecommunication or videocommunication.</li> <li>• Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice. No Party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.</li> <li>• Each Party shall bear their own costs for the mediation, with the cost of the mediator split equally between the Parties.</li> </ul>

No.	Item	Terms
		<ul style="list-style-type: none"><li>• Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.</li></ul>

This Agreement has been signed by the Parties' duly authorised representatives.

Signed *Caitlin Kraft-Buchman*  
Caitlin Kraft-Buchman (Jun 30, 2021 19:34 GMT+2)

By: Caitlin Kraft-Buchman

for and on behalf of Women @theTable

Date: 25 April 2021

Signed \_\_\_\_\_  
Firmado digitalmente  
por LUIS PAULINO  
MENDEZ BADILLA  
(FIRMA)  
Ubicación: TEC Cartago  
Fecha: 2021.04.08  
17:32:45 -06'00'

By: Luis Paulino Méndez Badilla

for and on behalf of Tecnológico de Costa Rica

Date: \_\_\_\_\_

MARCO  
ANTONIO  
ROJAS VALLE  
(FIRMA)  Firmado digitalmente  
por MARCO  
ANTONIO ROJAS  
VALLE (FIRMA)  
Fecha: 2021.04.06  
14:43:30 -06'00'

## SCHEDULE 1– PROJECT SCHEDULE TEMPLATE

This Project Schedule is dated \_\_\_\_\_ and made between:

**Women @theTable** incorporated and registered in Switzerland with Swiss IDE number CHE-482.734.783 whose registered office is at Boulevard Georges-Favon, 1, 1204 Geneva, Switzerland (“**W@TT**”).

**Tecnológico de Costa Rica** incorporated and registered in Costa Rica with company number XXXX whose registered office is at XXXXXX (“**TTCR**”).

### WHEREAS:

(A) The Parties have entered into a collaboration agreement dated [DATE]. In connection with the agreement, the Parties have agreed to collaborate in accordance with this Project Schedule.

### IT IS AGREED AS FOLLOWS:

#### 1. STRUCTURE

- 1.1 This Project Schedule forms part of the agreement.
- 1.2 The terms and conditions of the agreement apply to this Project Schedule. Each Party agrees that it shall perform its obligations set out in this Project Schedule in accordance with the agreement.
- 1.3 Unless otherwise defined in this Project Schedule, terms used in this Project Schedule shall have the meaning given to them in the agreement.

#### 2. DESCRIPTION OF PROJECT

[INSERT DETAILED DESCRIPTION OF PROJECT HERE]

#### 3. TERM

The Project shall commence on [the date of execution of this Project Schedule by the Parties OR [INSERT DATE] and, unless terminated earlier in accordance with the agreement, shall continue until [INSERT DATE] (Project Period).

#### 4. PARTIES’ CONTRIBUTION

- 4.1 The Parties shall each provide the following in relation to the Project, in accordance with the following timeframes (if any):

#### 5. CHARGES

- 5.1 The charges that each Party shall pay the other are as follows:

#### 6. INVOICING PROCEDURE

[SPECIFY ALTERNATIVE INVOICING PROCEDURE]

#### 7. ADDITIONAL TERMS

[INSERT ANY ADDITIONAL TERMS APPLICABLE TO THE PROJECT].