

GENERAL TERMS AND CONDITIONS FOR CHARGEABLE SERVICES

NRW AS STATUTORY CONSULTTEE

These General Terms and Conditions apply where Natural Resources Wales are providing discretionary services, advice or training to a customer in respect of **a proposal in respect of a planning application or other statutory application for which Natural Resources Wales is a Statutory Consultee.**

PARTIES

- (1) The Natural Resources Body for Wales whose principal office is at Cambria House, 29 Newport Road, Cardiff, CF24 0TP (**NRW**)
- (2) The party identified in the Quotation as requesting the Services (**the Customer**)

BACKGROUND

- (A) NRW is a Welsh Government sponsored public body. Its purpose is to pursue sustainable management of natural resources in relation to Wales and apply the principles of sustainable management of natural resources in the exercise of its functions, so far as consistent with their proper exercise.
- (B) As part of this role NRW is a Statutory Consultee in respect of Proposals as regards environmental issues.
- (C) In addition to its statutory duties NRW is also conferred with power to provide advice or assistance on any matter in which it has knowledge, skill or experience, to charge for services it provides and to do anything that appears to it to be conducive or incidental to the discharge of its functions including entering into agreements.
- (D) The Customer is considering or developing a Proposal and wishes to obtain NRW's advice. NRW has agreed to provide such advice as is specified in the Services and subject to the terms and conditions of the Agreement.
- (E) In requesting and accepting the Services provided by NRW, the Customer acknowledges that the content of any advice or assistance provided by NRW is advisory only and that it shall not be deemed to bind or in any other way restrict NRW in performing its statutory functions.

1 Definitions and interpretation

- 1.1 The terms and expressions as set out below shall have the meanings ascribed therein:

Actual Time	the number of staff hours or days taken to complete the Services
Agreed Delivery Period	the duration of time (in days/weeks) agreed between the Customer and NRW for the delivery of the Services and included in the Quotation
Agreement	the agreement between NRW and the Customer for the provision of Services in accordance with these General Terms, the attached Quotation and any other documents (or parts thereof) specified by NRW as forming part of the Agreement
Bribery Laws	the Bribery Act 2010 and associated guidance published by the Secretary of State and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption
Business Days	a day other than a Saturday, Sunday or bank or public holiday in Wales;
Charges	the charges and/or charging mechanism as specified in the Quotation
Commencement Date	the date specified in the Quotation
Contract Period	the period of duration of the Agreement from the Commencement Date as set out in the Quotation, or in accordance with the terms of the Agreement
Control	has the meaning given in the Corporation Tax Act 2010, s 1124
Confidential Information	any information which has been designated as confidential by either party in writing [or that ought reasonably to be considered as confidential] (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either party and personal data and sensitive personal data within the meaning of the Data Protection Act 1998
Default	any breach of the obligations of either party (including but not limited to fundamental or persistent breach or breach of a fundamental term) or any default act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other

Force Majeure	an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under this Agreement which including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. Inability to pay is not Force Majeure.
General Terms	these terms and conditions
Licence Application	an application or any other formal request for an environmental licence, consent, permit, permission, authority, approval, assent or any other regulatory instrument which NRW has statutory duty to determine
Proposal	a proposal in respect of a planning application or other statutory application or the discharge of conditions relating to such applications for which NRW is a Statutory Consultee and which is specified in the Quotation
Quotation	<p>means, as the context permits, the quotation to which these terms and conditions are attached that NRW has provided to the Customer setting out the relevant Proposal, the Services, Charges, any Agreed Delivery Period, Representatives of each party and other details relevant to the Services and which has been signed or executed by or on behalf of NRW and the Customer, or</p> <p>such superseding Quotation as has been signed or executed by or on behalf of NRW and the Customer in accordance with clause 10.1</p>
Representative	the representative of each party to the Agreement as identified in the Quotation and thereafter as may be notified by the relevant party from time to time
Senior Representative	the senior representative of each party to the Agreement as identified in the Quotation and thereafter as may be notified by the relevant party from time to time
Services	the services to be supplied by NRW to the Customer under the Agreement, as more particularly described in the Quotation
Statutory Consultee	NRW's role as a consultee as provided for in the relevant legislation governing the Proposal

- 1.2 Clause and paragraph headings shall not affect the interpretation of the Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.9 A reference to writing or written includes faxes and e-mail and reference to an address includes an e-mail address.
- 1.10 References to clauses are to the clauses of these General Terms.
- 1.11 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 The Agreement

- 2.1 In the event of and only to the extent of any conflict between the Quotation and these General Terms and any other document forming part of the Agreement, the conflict shall (unless otherwise specified in these General Terms) be resolved in accordance with the following order of precedence:
 - 2.1.1 these General Terms;
 - 2.1.2 the Quotation; and
 - 2.1.3 any other document forming part of the Agreement.
- 2.2 No Quotation shall be binding on NRW and no Agreement shall be entered into unless and until both the Customer and NRW have signed the Quotation.

3 Duration

- 3.1 The Agreement shall commence on the Commencement Date and, subject to earlier termination in accordance with the terms of the Agreement, shall end on the last day of the Contract Period.

4 Services

- 4.1 In requesting the Services the Customer acknowledges and agrees and acknowledges that:
- 4.1.1 any advice given or materials or documentation provided by NRW pursuant to the Agreement do not constrain or bind NRW in respect of its statutory functions or its role as a Statutory Consultee;
 - 4.1.2 Any advice given by NRW pursuant to the Agreement does not bind NRW in respect of any future representations it may make as Statutory Consultee or any decision NRW may make in relation to any Licence Application;
 - 4.1.3 Any views or opinions expressed in providing the Services are without prejudice to the consideration NRW is required to give the Proposal or any future representations as Statutory Consultee or any decision NRW may make in relation to any Licence Application;
 - 4.1.4 The final decision as to any representations made by NRW as Statutory Consultee will be based on all the relevant information available to NRW at the time it makes such representations;
 - 4.1.5 NRW cannot and does not give any guarantee as to the representations it may make as Statutory Consultee in relation to any application for the Proposal;
 - 4.1.6 Any advice given by NRW in providing the Services may be overtaken by changes in available information, law, policy and guidance relevant to the Proposal;
 - 4.1.7 NRW shall be entitled to provide a copy of any advice, reports or documentation produced in providing the Services to the statutory body responsible for determining the application for the Proposal;
 - 4.1.8 Subject to the provisions of clause 12, NRW shall be entitled to publish a copy of any advice, reports or documentation produced in providing the Services;
 - 4.1.9 Notwithstanding the provisions of clause 12 NRW shall be entitled to publish, present or use the methods and results arising out of providing the Services in any way it considers appropriate.
- 4.2 In consideration of the Customer paying the Charges pursuant to clause 6, NRW shall provide the Services to the Customer, together with any related services or advice provided during the Contract Period as otherwise agreed between the parties in accordance with clause 10.1.
- 4.3 In providing the Services, NRW agrees to use reasonable efforts to meet any Agreed Delivery Period or other timescale as may be agreed between the parties pursuant to clause 10.1.
- 4.4 Notwithstanding clause 4.3 NRW does not guarantee to meet specific times and dates and, as such, time shall not be of the essence.

5 Customer's obligations

- 5.1 The Customer shall:

- 5.1.1 provide to NRW in a timely manner such information and materials as NRW may reasonably require in order to provide the Services;
 - 5.1.2 ensure that any information it provides NRW is complete and accurate in all material respects;
 - 5.1.3 co-operate with NRW in all matters relating to the Services; and
 - 5.1.4 if applicable, provide NRW, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by NRW for the provision of the Services.
- 5.2 If NRW's performance of any of its obligations under the Agreement is prevented (which shall include the prevention of commencement of provision the Services as a result of a lack or relevant information or otherwise) or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- 5.2.1 NRW shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays NRW's performance of any of its obligations;
 - 5.2.2 NRW shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from NRW's suspension, failure or delay to perform any of its obligations as set out in this clause 5.2; and
 - 5.2.3 the Customer shall reimburse NRW on written demand for any costs or losses sustained or incurred by NRW arising directly or indirectly from the Customer Default.

6 Charges and payment

- 6.1 The Customer shall pay the Charges in accordance with this clause 6.
- 6.2 The Charges shall be calculated by reference to the Actual Time charged in accordance the hourly rate specified in the Quotation.
- 6.3 The Customer shall be liable for the Charges in respect of such Services as may have been provided by NRW notwithstanding that not all of the Services have been provided by NRW, either at the Customer's own request or where NRW notifies the Customer that it is unable to provide all of the Services.
- 6.4 Subject to clause 6.5, NRW shall invoice the Customer for the Charges at such times as are specified in the Quotation. All invoices are payable within 28 days of the date of issue.
- 6.5 Notwithstanding clause 6.4, NRW shall be entitled to invoice immediately upon commencement of the Services.
- 6.6 [Time of payment is of the essence. Where sums due under this clause are not paid in full by the due date:

- 6.6.1 NRW may, without limiting its other rights, charge interest on such sums at 8 percentage points a year above the base rate of the Bank of England from time to time in force; and
- 6.6.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 6.7 If the Customer does not pay any invoice pursuant by the due date NRW may, without limiting its other rights or remedies, suspend the performance of the Services until such invoice is paid.]

7 Warranties

- 7.1 NRW warrants and represents that it shall render the Services with reasonable skill, care, and diligence and in accordance with its own established internal procedures.
- 7.2 The Customer warrants that the information it provides to NRW shall, to the best of its knowledge, be complete and accurate in all material respects.
- 7.3 Save in respect of the warranty provided for in clause 7.1, NRW hereby excludes all other warranties and representations whether implied by law or otherwise in so far as the law permits.

8 Termination

- 8.1 Without prejudice to any other rights or remedies which NRW may have, NRW may terminate the Agreement:
- 8.1.1 by giving one months' notice in writing to the Customer;
- 8.1.2 by notice in writing to the Customer with immediate effect if:
- (a) in NRW's reasonable opinion, the provision of the Services will or is likely to conflict with NRW's statutory obligations or purpose or with NRW's obligations as Statutory Consultee;
 - (b) the information provided by the Customer is insufficient, in NRW's reasonable opinion, to enable NRW to provide the Services; or
 - (c) the Customer undergoes a change of Control which impacts adversely and materially on the performance of the Agreement; or
 - (d) the Customer becomes insolvent, bankrupt, enters into liquidation, enters into a company voluntary arrangement under the Insolvency Act 1986, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation or suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade
- 8.2 Either party may terminate the Agreement by written notice to the other party with immediate effect if that other Party commits a Default and if:

- 8.2.1 the Default is not remedied within 30 days, or such other period as may be agreed between the parties, after issue of a written notice specifying the Default and requesting it to be remedied;
 - 8.2.2 the Default is not capable of remedy; or
 - 8.2.3 the Default is a fundamental breach of the Agreement.
- 8.3 In the event NRW has the right to terminate the Agreement pursuant to clause 8.2.1, NRW may choose to suspend delivery of all or part of the Services rather than exercising the right to terminate. Such suspension shall continue until such time as NRW notifies the Customer that the actual or likely conflict has ceased. For the avoidance of doubt, if NRW only suspends part of the Services, the remaining Services shall continue to be provided in accordance with the Agreement.
- 8.4 For the avoidance of doubt, any suspension pursuant to clause 8.3 shall not have the effect of suspending any obligations on the Customer to pay amounts due and payable pursuant to clause 6.

9 Consequences of termination

- 9.1 On termination of the Agreement for whatever reason:
- 9.1.1 the Customer shall immediately pay all outstanding invoices;
 - 9.1.2 NRW shall promptly invoice the Customer for all Services performed but not yet invoiced and payment for such invoices shall be due immediately on receipt by the Customer;
- 9.2 The following clauses of this Agreement shall survive termination of the Agreement, however caused:
- 9.2.1 clause 8 (termination);
 - 9.2.2 clause 11 (freedom of information and data protection)
 - 9.2.3 clause 12 (confidentiality);
 - 9.2.4 clause 17 (dispute resolution);
 - 9.2.5 clause 18 (limitation of liability);
 - 9.2.6 clause 21 (third party rights);
 - 9.2.7 clause 24 (notice);
 - 9.2.8 clause 25 (law and jurisdiction)

together with any other provision of this Agreement which expressly or by implication is intended to survive termination.

10 Variation of agreement

- 10.1 No variation of the Costs, Services or Agreed Delivery Period shall be effective unless NRW provides to the Customer and both NRW and the Customer sign or execute a revised Quotation setting out the varied Costs, Services and Agreed Delivery Period along with all other details relevant to the revised services. Such revised Quotation shall supersede any previous Quotation.

11 Freedom of information and data protection

- 11.1 The Customer acknowledges that NRW is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). Therefore NRW may be obliged to release documents in response to an FOIA or EIR request including any file notes. NRW cannot therefore guarantee confidentiality.
- 11.2 In respect of any FOIA or EIR request, NRW shall be responsible for determining at its absolute discretion whether any information, whether commercially sensitive information or otherwise, is exempt from disclosure in accordance with the provisions of the FOIA or the EIR or is to be disclosed in response to a request for information.
- 11.3 In responding to a request for information, including information in connection with the Agreement (including but not limited to tender documents, subsequent contractual information or information classified as confidential or sensitive) NRW will, where in its absolute discretion it deems necessary, use reasonable endeavours to consult the Customer. Notwithstanding this the Customer acknowledges that NRW may, in accordance with the Code, disclose information concerning the Customer or the Services without consulting the Customer, or following consultation with the Customer having taken its views into account provided that NRW shall take reasonable steps where appropriate to give the Customer advance notice, or failing that, to draw the disclosure to the Customer's attention after any such disclosure.
- 11.4 Both parties agree to comply with their respective obligations under the Data Protection Act 1998.

12 Confidentiality

- 12.1 Each party:
- 12.1.1 shall treat all Confidential Information belonging to the other as confidential and safeguard it accordingly; and
- 12.1.2 except where disclosure is otherwise expressly permitted by the provisions of the Agreement, shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such of its employees, officers, representatives and advisers to such extent as may be necessary for the performance of the Agreement provided that each such person is aware of the confidential nature of the information and agrees to comply with this clause as if it were a party to the Agreement.
- 12.2 This clause 12 shall not apply to Confidential Information which:

- 12.2.1 is or becomes publicly available (otherwise than by a breach of any obligation of confidentiality); or
 - 12.2.2 was known to a party, without restriction as to its disclosure, before the information was disclosed to it by the other party; or
 - 12.2.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 12.2.4 is required to be disclosed by law including any requirement for disclosure under the FOIA or EIR; or
 - 12.2.5 is independently developed by a party without direct or indirect access to, or use or knowledge of, the information disclosed to it by the other party.
- 12.3 This clause shall bind the parties during the Contract Term and for a period of [5] years following termination of the Agreement.

13 NRW materials

- 13.1 All intellectual property rights in any information or material introduced by one party to the other party pursuant to the Agreement shall remain the property of the party that owned such intellectual property rights prior to such introduction.
- 13.2 NRW hereby grants to the Customer a non-exclusive licence to use the materials and other information, provided by NRW solely for its internal business purposes so far as these are relevant to the Proposal to the extent reasonably necessary to benefit from the Services.
- 13.3 The Customer shall not delete or remove any proprietary notices or disclaimers or any other notice contained within or relating to any written advice or other materials provided pursuant to the Agreement.

14 Severance

- 14.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 14.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

15 Waiver

- 15.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 15.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 15.3 Except as otherwise expressly provided by the Agreement, all remedies available to either party for breach of the Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 15.4 A waiver (which may be given subject to conditions) of any right or remedy provided under the Agreement or by Law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

16 Compliance with law

- 16.1 Each party shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to them and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform their obligations under or in connection with this Agreement.

17 Dispute resolution

- 17.1 The parties Representatives shall use reasonable endeavours to resolve any dispute arising out of or in connection with the Agreement amicably at working level.
- 17.2 In the event of failure to reach consensus between the parties in this manner the dispute shall be determined in accordance with clauses 17.3 to 17.4:
- 17.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 17.3.1 The dispute resolution process may be initiated at any time by either party notifying the other party in writing that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 17.3.2 Within [10 Business Days] of service of the notice, the parties Representatives shall meet to discuss the dispute and attempt to resolve it.
- 17.3.3 If the dispute has not been resolved within [10] Business Days of the first meeting of the parties Representatives, then the matter shall be referred to the Senior Representatives of the parties. The Senior Representatives shall meet within [5] Business Days to discuss the dispute and attempt to resolve it.

17.3.4 If the dispute has not been resolved within [5] Business Days of the first meeting of the Senior Representatives under clause 17.3.3 then the matter shall be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.

17.4 Until the parties have completed the steps referred to in clauses 17.2 and 17.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

18 Limitation of liability

18.1 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any other liability which it is not permissible to exclude by law.

18.2 Subject to clause 18.1, NRW's total liability arising under, or in connection with, the Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall not exceed the fees paid by the Customer for the Services or the costs incurred by NRW in providing the Services to the Customer if greater, and shall in any event be limited to [£50,000].

18.3 Subject to clause 18.1, the Customer's total liability arising under, or in connection with, the Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to [£50,000].

18.4 Subject to clause 18.1, neither party will be liable to the other party for the following losses (whether direct or indirect):

18.4.1 any indirect, special or consequential loss or damage; or

18.4.2 any loss of profits, turnover, business opportunities, data, or damage to reputation or goodwill.

19 Force majeure

19.1 A party shall not be liable if delayed in or prevented from performing its obligations under this Agreement due to Force Majeure, provided that it:

19.1.1 promptly notifies the other party of the Force Majeure event and its expected duration; and

19.1.2 uses reasonable endeavours to minimise the effects of that event.

20 Anti-bribery

20.1 Each party shall comply with applicable Bribery Laws.

20.2 Without limitation to clause 20.1 neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its

behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

- 20.3 Each party shall immediately notify the other as soon as it becomes aware of a breach [or possible breach] of any of the requirements in this clause 20 (Anti-bribery).

21 Contracts (Rights of Third Parties) Act 1999

- 21.1 A person who is not a party to the Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

22 Entire agreement

- 22.1 The Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the Agreement.

- 22.2 Each party warrants to the other party that, in entering into the Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to the Agreement or not) other than as expressly set out in the Agreement or those documents.

- 22.3 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

23 No partnership or agency

- 23.1 The parties are independent organisations and are not partners, principal and agent or employer and employee and nothing in the Agreement is intended to, or shall be deemed to, establish any a partnership, joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in the Agreement.

- 23.2 No party shall have, nor shall represent that they have authority to act as agent for, or to bind, the other party in any way.

24 Notice

- 24.1 Any notice or notification given under the Agreement shall:

24.1.1 be in writing;

24.1.2 be signed by or on behalf of the party giving it;

24.1.3 be delivered to the relevant party by e-mail, personally, by first class post or by commercial courier, to the relevant party's Representative required to receive the notice at its address as set out in the Quotation or at such other address as the relevant party may specify by notice in writing to the other.

24.2 The provisions of this clause shall not apply to the service of any process in any legal action or proceedings where the normal legal rules as to delivery will apply.

25 Law and jurisdiction

25.1 The Agreement and all disputes or claims arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

25.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle all disputes or claims that arise out of or in connection with the Agreement or its subject matter.