Grant by the British Council

The British Council: THE BRITISH COUNCIL, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN

The Recipient: [insert name and address details (and company number, if appropriate)]

Date: [insert date when signed by the final party (which should be the British Council)]

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and the Recipient undertake to observe in the performance of this Agreement.

The British Council shall award the Grant to the Recipient for the purposes of funding the Project described in Schedule 1 on the terms and conditions of this Agreement.

The Recipient acknowledges that, where it will carry out the Project in partnership and/or collaboration with, and will pass some or all of the Grant to, any other organisation(s) (such organisation(s) not being a party to this Agreement (“Sub-Contractors”)), it will ensure that it enters into formal, legally binding agreements with each Sub-Contractor on terms which reflect and are no less onerous than the terms of this Agreement and that it shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of each Sub-Contractor.

Schedules

| Schedule 1 | Special Terms |
| Schedule 2 | Project Proposal |
| Schedule 3 | Standard Terms |
| Schedule 4 | Data Processing Schedule |

This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by or on behalf of the Recipient.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of THE BRITISH COUNCIL

<p>| Name: | ........................................... | Signature: | ........................................... |
| Position: | ........................................... | | |</p>
<table>
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<th>Signature:</th>
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<td></td>
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<tr>
<td>Position:</td>
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Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

For the purposes of the Project and the Grant, the terms of this Agreement shall prevail over any other terms and conditions issued by the British Council (whether on a purchase order or otherwise).

1 **The Project**

1.1 The British Council awards the Grant for the purposes of the *Alliance Hubert Curien programme* as more fully described in the Project Proposal (Schedule 2) (the “Project”).

2 **Commencement and Duration**

2.1 This Agreement shall come into force on [insert date], the Project shall commence on [insert date] (the “Project Start Date”) and this Agreement shall continue in full force and effect until the Project has been completed to the British Council’s satisfaction as set out in the Project Proposal (Schedule 2), or such other date as may be agreed between the parties in writing from time to time (the “Term”).

2.2 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less than 30 days’ written notice on the Recipient.

3 **The Grant**

3.1 The amount of the grant awarded to the Recipient is [insert amount of grant in figures and words, including the relevant currency, e.g. £10,000 (ten thousand pounds Sterling)] (the “Grant”).

3.2 In consideration of the Recipient’s delivery of the Project, the Grant shall be paid by the British Council to the Recipient by BACS transfer in accordance with the payment schedule below, subject to the Recipient’s satisfactory compliance with the terms of this Agreement:
<table>
<thead>
<tr>
<th>Payment</th>
<th>Maximum payable</th>
<th>Requirements/Milestones/Key Dates etc</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td>90%</td>
<td>On grant agreement signature</td>
</tr>
<tr>
<td>[2]</td>
<td>10%</td>
<td>On completion of visit report</td>
</tr>
</tbody>
</table>

4  **Funder**

4.1 The body providing the funding for the Grant is: **UK Department for Business, Energy and Industrial Strategy** (the “**Funder**”).

5  **Service of notices**

5.1 For the purposes of clause 21 of Schedule 3, notices are to be sent to the following addresses:

<table>
<thead>
<tr>
<th>To the British Council</th>
<th>To the Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The British Council</strong></td>
<td></td>
</tr>
<tr>
<td>10 Spring Gardens</td>
<td></td>
</tr>
<tr>
<td>London SW1A 2BN</td>
<td></td>
</tr>
<tr>
<td>[Insert address]</td>
<td></td>
</tr>
<tr>
<td>[Attention: insert name and job title]</td>
<td></td>
</tr>
</tbody>
</table>

6  **Locations**

6.1 The Project will be carried out in **France** ("**Location**") or such other locations as may be agreed between the parties in writing from time to time.
Schedule 2

Project Proposal

[Insert the Recipient’s Project Proposal or grant application here]
Schedule 3

Standard Terms

1 Interpretation

1.1 In this Agreement:

“British Council Entities” means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the “Controlling Entity”) as well as any other organisations Controlled by the Controlling Entity from time to time;

“British Council Requirements” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Recipient in writing or set out on the British Council’s website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to the Recipient from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

“Capital Asset” means any item of equipment or other asset costing £500 (five hundred pounds) (excluding VAT) or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Grant;

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and “Controlled” shall be construed accordingly);

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Project relates;

“Funder Agreement” means the agreement (if any) between the Funder (if any) and the British Council relating to the provision of the funding out of which the Grant is made;

“Funder Requirements” means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, notified to the Recipient in writing (including by means of email or any website or extranet); and

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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; and

“Relevant Person” means any individual employed or engaged by the Recipient and involved in the Project, or any agent or contractor or sub-contractor of the Recipient who is involved in the Project.
1.2 In this Agreement:

1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

(i) services being provided to, or other activities being provided for, the British Council;

(ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and

(iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council, shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and

1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

2 Recipient's obligations

2.1 The Recipient warrants that the information given to the British Council in connection with the Project Proposal is true.

2.2 The Recipient shall:

2.2.1 use the Grant solely and exclusively for the purposes of funding the Project;

2.2.2 notify the British Council in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to it for any purpose whatsoever as soon as it is approved;

2.2.3 deliver the Project with (i) reasonable skill and care and to the highest professional standards (ii) in compliance at all times with the terms of this Agreement (and, in particular, the Special Terms (Schedule 1) and the Project Proposal (Schedule 2)), the reasonable instructions of the British Council and all applicable regulations and
legislation in force from time to time. The Recipient shall allocate sufficient resources to enable it to comply with its obligations under this Agreement;

2.2.4 comply with the Funder Requirements (if any) and do nothing to put the British Council in breach of the Funder Requirements (if any);

2.2.5 not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British Council or the Funder (if any) or their respective officers, employees, agents or contractors;

2.2.6 obtain the prior written consent of the British Council (and, where applicable, the Funder) before purchasing any Capital Asset and shall not dispose of any Capital Asset without the British Council’s prior written consent;

2.2.7 treat the terms of this Agreement and any information of a confidential nature relating to the British Council as confidential;

2.2.8 comply in all material respects with the Data Protection Legislation. The British Council and the Recipient agrees to any reasonable amendment to this Agreement in accordance with variation clause 15 in order to comply with any statutory amendments, re-enactment or revocation and replacement of current Data Protection Legislation and agree to execute any further documents required for compliance under the Data Protection Legislation in force at that time;

2.2.9 maintain records relating to this Agreement for seven (7) years following the year in which the Project is complete and allow the British Council and/or the Funder access to those records on reasonable notice and at reasonable times for audit purposes;

2.2.10 obtain the British Council’s prior written consent to all promotional activity or publicity relating to the Project and act at all times in accordance with the British Council’s reasonable instructions relating to such activity or publicity;

2.2.11 comply with all applicable legislation and codes of practice relating to child protection and the promotion of the welfare of children in force in England and Wales and any other territory in which the Project takes place or to which the Project relates;

2.2.12 take out and maintain during the Term appropriate insurance cover in respect of its activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place;

2.2.13 not, without the British Council’s consent, assign or otherwise transfer any of its rights or obligations under this Agreement;

2.2.14 comply with all applicable laws in any jurisdiction in which the Grant is made, received or used and in which the Project takes place or to which the Project relates;

2.2.15 comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements; and
2.2.16 use its reasonable endeavours to ensure that it does not become involved in any conflict of interests between the interests of the British Council and/or the Funder and the interests of the Recipient itself or any client of the Recipient, and shall notify the British Council in writing as soon as is practically possible of any potential conflict of interests and shall follow the British Council’s reasonable instructions to avoid, or bring to an end, any conflict of interests. In the event that a conflict of interests does arise, the British Council shall be entitled to terminate this Agreement on immediate written notice.

3 Withholding, Reduction and Repayment of the Grant

3.1 The British Council may (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Grant if:

3.1.1 the Recipient fails to comply with the terms of this Agreement;
3.1.2 the Recipient fails to comply, or ceases to comply, with any stated eligibility criteria for the Grant;
3.1.3 there is any financial irregularity or fraud in the operation of the Project;
3.1.4 there has been any overpayment of the Grant; or
3.1.5 the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.

3.2 If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.

3.3 The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. The Recipient will deduct any such taxes out of the Grant and in no circumstances shall the British Council be required to pay any additional sums in respect of such taxes. In the event that the British Council is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, the British Council shall deduct and account for such taxes before paying the remainder of the Grant to the Recipient and shall notify the Recipient in writing of all such sums properly deducted.

4 Change Control

4.1 If the Recipient wishes to change the scope of the Project, it shall submit details of the requested change to the British Council in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

5 Intellectual Property Rights

5.1 Where any Intellectual Property Rights owned or licensed by the British Council are required to be used in connection with the delivery of the Project, the Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by the British Council.
5.2 The Recipient warrants that the delivery of the Project does not and will not infringe any third party’s Intellectual Property Rights.

5.3 The Recipient hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project for non-commercial purposes to publicise and report on the activities of the British Council in connection with the award of the Grant and the delivery of the Project.

6  Liability and Indemnity

6.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

6.2 Subject to clause 6.1, the British Council’s total liability to the Recipient in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.

6.3 Provided that the British Council has paid the Grant to the Recipient in accordance with this Agreement, the Recipient shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Project and the receipt and use of the Grant and the Recipient shall indemnify and hold the British Council harmless from and against all such claims, costs, expenses, losses and liabilities.

6.4 The provisions of this clause 6 shall survive termination of this Agreement, however arising.

7  Termination

7.1 Without prejudice to any other rights or remedies which the British Council may have, the British Council may terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient if:

7.1.1 the Recipient uses the Grant or any part of it other than for the Project; or

7.1.2 the Funder Agreement is terminated for any reason.

7.2 The British Council may give notice in writing to the Recipient terminating this Agreement with immediate effect if:

7.2.1 the Recipient commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);

7.2.2 the Recipient becomes (or in the British Council's reasonable opinion is at serious risk of becoming) insolvent or unable to pay its debts as they fall due; or

7.2.3 there is a change of Control of the Recipient.
Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

8 Data Processing

8.1 In this clause:

8.1.1 “Controller” means a “data controller” for the purposes of the DPA and a “controller” for the purposes of the GDPR (as such legislation is applicable);

8.1.2 “Data Protection Legislation” shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Project under this Agreement, including the Directive 95/46/EC (Data Protection Directive) and/or Data Protection Act 1998 or the General Data Protection Regulation (EU) 2016/679 (GDPR), and/or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

8.1.3 “Data Subject” has the same meaning as in the Data Protection Legislation;

8.1.4 “DPA” means the UK Data Protection Act 1998;

8.1.5 “GDPR” means the General Data Protection Regulation (EU) 2016/679;

8.1.6 “Personal Data” means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Agreement;

8.1.7 “Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, corruption, loss, alteration, unauthorised disclosure of unauthorised access, attempted access (physical or otherwise) or access to, Personal Data transmitted, stored or otherwise processed;

8.1.8 “Processing” has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly;

8.1.9 “Processor” means a “data processor” for the purposes of the DPA and a “processor” for the purposes of the GDPR (as such legislation is applicable); and

8.1.10 “Sub-Processor” means a third party engaged by the Processor to carrying out processing activities in respect of the Personal Data on behalf of the Processor;

8.2 For the purposes of the Data Protection Legislation, the British Council is the Controller and the Recipient is the Processor.

8.3 Details of the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects whose Personal
Data is being Processed in connection with this Agreement are set out in Schedule 4 of this Agreement.

8.4 The Recipient shall comply with its obligations under the Data Protection Legislation and shall, in particular:

8.4.1 process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carry out its duties under this Agreement and in accordance with the British Council’s written instructions and this clause (unless otherwise required by European Union laws or the laws of the European jurisdiction in which the Recipient Processes the Personal Data; or unless otherwise required by laws outside the European Union in which the Recipient Processes the Personal Data as referred to in 8.9);

8.4.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

8.4.3 not transfer the Personal Data outside of the European Economic Area without the prior written consent of the British Council and where such consent is given the Recipient shall:

(i) provide appropriate safeguards in relation to the transfer;

(ii) ensure the Data Subject has enforceable rights and effective legal remedies;

(iii) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(iv) comply with reasonable instructions notified to it in advance by the British Council with respect to the processing of the Personal Data; and

(v) only transfer Personal Data outside the European Union Economic Area provided that it meets the relevant requirements under Articles 44 to 50 of the GDPR;

8.4.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;

8.4.5 not engage any Sub-Processor to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the British Council and, where such consent is given, procuring by way of a written contract that such Sub-Processor will, at all times during the engagement, be subject to data Processing
obligations equivalent to those set out in this clause and may upon request provide evidence of the same to the British Council within three working days;

8.4.6 notify the British Council, as soon as reasonably practicable, about any request or complaint received by the Recipient or a Sub-Processor from Data Subjects without responding to that request (unless authorised to do so by the British Council) and assist the British Council by technical and organisational measures, insofar as possible, for the fulfilment of the British Council's obligations in respect of such requests and complaints including where the requests and/or complaint was received by the Recipient, a Sub-Processor or the British Council;

8.4.7 notify the British Council immediately on becoming aware of a Personal Data Breach;

8.4.8 assist the British Council in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators; and

8.4.9 maintain accurate written records of the Processing it carries out in connection with this Agreement and on request by the British Council, make available all information necessary to demonstrate the Recipient's compliance under Data Protection Legislation and the terms of this Agreement.

8.5 The Recipient and its Sub-Processors shall allow for and contribute to audits, including inspections, by the British Council (or its authorised representative) in relation to the Processing of the British Council's Personal Data by the Recipient and its Sub-Processors to support the Recipient in their compliance of clause 8.4.9.

8.6 On termination or expiry of this Agreement, the Recipient (or any Sub-Processor) shall, except to the extent it is required to retain a copy by law, stop Processing the Personal Data and return and/or destroy it at the request of the British Council. The Recipient shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.

8.7 In the event of a notification under clause 8.4, the Recipient shall not notify the Data Subject or any third party unless such disclosure is required by Data Protection Legislation or other law or is otherwise approved by the British Council.

8.8 The Recipient warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the British Council to be in breach of the Data Protection Legislation.

8.9 If the Recipient believes it is under a legal obligation to Process the Personal Data other than in accordance with the British Council's instructions it will provide the British Council with details of such legal obligation, unless the law prohibits such information on important grounds of public interest.

8.10 The Recipient shall indemnify and keep indemnified the British Council and the British Council Entities against all Personal Data losses suffered or incurred by, awarded against or agreed to
be paid by, the British Council or British Council Entities arising from a breach by the Recipient (or any Sub-Processor) of (a) its data protection obligations under this Agreement; or (b) the Recipient (or any Sub-Processor acting on its behalf) acting outside or contrary to the lawful instruction of the British Council.

8.11 These clauses may be amended at any time by the British Council giving at least 30 days’ written notice to the other stating that applicable controller to processor standard clauses laid down by the European Commission or adopted by the UK Information Commissioner’s office or other supervisory authority are to be incorporated into this Agreement and replace clauses 8.1 to 8.4.9 above.

9 Anti-Corruption, Anti–Collusion and Tax Evasion

9.1 The Recipient warrants:

9.1.1 that it, and any Relevant Person, has and will retain in place, and undertakes that it, and any Relevant Person, will comply with policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010), tax evasion (as set out in the Criminal Finances Act 2017) and fraud within its organisation and in connection with its dealings with other parties, whether in the UK or overseas; and

9.1.2 that it, and any Relevant Person, has not engaged and will not at any time engage, in any activity, practice or conduct which would constitute either:

(i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

(ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017; and

9.1.3 that it, and any Relevant Person, has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Agreement (including in respect of pricing under this Agreement).

Nothing under this clause 9.1 is intended to prevent the Recipient from discussing the terms of this Agreement with the Recipient’s professional advisors.

9.2 If the Recipient, or any Relevant Person, breaches any of its obligations set out in clause 9.1 then the Recipient shall promptly notify the British Council of any such breach(es) and the British Council shall be entitled to takes the steps set out at clause 9.3 below.

9.3 In the circumstances described at clause 9.2, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:

9.3.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or

9.3.2 require the Recipient to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Recipient (and the Recipient shall take all such steps and shall if required provide evidence of its compliance); and/or
9.3.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or

9.3.4 share such information with third parties.

9.4 For the purposes of this clause 9, the expression “Relevant Person” shall mean all or any of the following: (a) Relevant Persons; and (b) any Relevant Person employed or engaged by a Relevant Person.

10 **Anti-slavery and human trafficking**

10.1 The Recipient shall:

10.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;

10.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;

10.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the British Council from time to time and ensure that its responses to all such questionnaires are complete and accurate; and

10.1.4 notify the British Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.

10.2 If the Recipient fails to comply with any of its obligations under clause 10.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

10.2.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or

10.2.2 reduce, withhold or claim a repayment (in full or in part) of the Grant; and/or

10.2.3 share with third parties information about such non-compliance.

11 **Equality, Diversity and Inclusion**

11.1 The Recipient shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.

11.2 The Recipient shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

12 **Assignment**

12.1 The Recipient shall not, without the prior written consent of the British Council, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.
12.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Recipient warrants and represents that it will (at the British Council’s reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 12.2.

13 **Waiver**

13.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

14 **Entire agreement**

14.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

15 **Variation**

15.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16 **Severance**

16.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17 **Counterparts**

17.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

18 **Third party rights**

18.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 12 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
18.2 The parties agree that no consent from the British Council Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

19 No partnership or agency

19.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

20 Force Majeure

20.1 Subject to clauses 20.2 and 20.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a “Force Majeure Event”) including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

20.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

20.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

20.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

20.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

20.3 Nothing in this clause 20 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party’s consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 20.1).

21 Notice

21.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:
21.1.1 personally, in which case the notice will be deemed to have been received at the
time of delivery;

21.1.2 by pre-paid, first-class post if the notice is being sent to an address within the
country of posting, in which case the notice will be deemed to have been received
at 09:00 in the country of receipt on the second (2nd) normal working day in the
country specified in the recipient’s address for notices after the date of posting; or

21.1.3 by international standard post if being sent to an address outside the country of
posting, in which case the notice will be deemed to have been received at 09:00 in
the country of receipt on the seventh (7th) normal working day in the country
specified in the recipient’s address for notices after the date of posting.

21.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was
properly addressed and posted or handed to the courier.

22 Governing Law and Dispute Resolution Procedure

22.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim)
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.

22.2 Subject to the remainder of this clause 22, the parties irrevocably agree that the courts of
England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including
any non-contractual dispute or claim) that arises out of or in connection with this Agreement or
its subject matter.

22.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the
parties shall, following service of written notice by one party on the other, attempt to resolve
amicably by way of good faith negotiations and discussions any such dispute or claim as soon
as reasonably practicable (and in any event within 14 calendar days after such notice or by
such later date as the parties may otherwise agree in writing). If the parties are unable to
resolve the dispute or claim in accordance with this clause 22.3, either party may commence
proceedings in accordance with clause 22.2.

22.4 Nothing in this clause 22 shall prevent either party from applying at any time to the court for
injunctive relief on the grounds of infringement, or threatened infringement, of the other party’s
obligations of confidentiality contained in this Agreement or infringement, or threatened
infringement, of the applicant’s Intellectual Property Rights.
## Schedule 4

### Data Processing Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Duration of Processing</td>
<td>[Clearly set out the duration of the processing including dates]</td>
</tr>
<tr>
<td>Nature/purpose of Processing</td>
<td>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, marketing, statutory obligation, grant distribution and management, event management recruitment assessment etc]</td>
</tr>
<tr>
<td>Type of Personal Data</td>
<td>[Examples here include: name, address, date of birth, National identification number, telephone number, pay, images, biometric data etc]</td>
</tr>
<tr>
<td>Categories of Data Subjects</td>
<td>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</td>
</tr>
<tr>
<td>Countries or International Organisations Personal Data will be transferred to</td>
<td>[name the countries and International Organisations (where applicable) Where not applicable state N/A. NB: “International Organisation” is defined in the GDPR as &quot;an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries.&quot;]</td>
</tr>
<tr>
<td>Sub-Processors</td>
<td>[name and contact address of Sub-Processor(s) (where applicable) and brief description of the nature of processing of personal data that they are undertaking under this agreement, where not applicable state N/A]</td>
</tr>
</tbody>
</table>