Agreement for Supply of Services (short form)

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 1 Redman Place, Stratford, London E20 1JQ] ***and operating through its local office at*** **Lainchaur, Kathmandu**
The Client	**[*insert name and address details (and company number, if appropriate)*]**
Date:	**[*insert date when signed by the second party to sign (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 Client undertake to observe in the performance of this Agreement.

The British Council shall supply to the Client, and the Client shall acquire and pay for, the services and / or goods (if any) described in Schedule 2 on the terms of this Agreement.

Schedules

Schedule 1	Special Terms
Schedule 2	Services
Schedule 3	Charges
Schedule 4	Standard Terms
Schedule 5	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 Client.

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

Name:	.....	Signature:	.....
Position:	.....		

Signed by the duly authorised representative of [*insert name of Client*]

Name:	.....	Signature:	.....
Position:	.....		

Schedule 1

Special Terms

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 provision of the Services and any Goods, 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 Commencement Date and Term

1.1 The British Council shall provide the Services to the Client on the terms and conditions of this Agreement from **[*insert date*] [**until completed in accordance with Schedule 2**] OR [**for a period of **[*insert duration*]]** unless this Agreement terminated in accordance with clause 1.2 below or clause 10 of Schedule 4.

1.2 Notwithstanding anything to the contrary elsewhere in this Agreement, or to any other rights or remedies which the parties may have, the British Council may terminate this Agreement without liability to the Client on giving the other not less than **[*insert number*]** months' written notice.

2 Working Hours

For the purposes of this Agreement "**Working Hours**" and "**Working Days**" shall mean **[*insert relevant working hours/working days details for territory in which Services are to be provided or premises at which Services are to be provided* [*e.g. 9 a.m. to 5 p.m. local time Monday to Friday OR 10 a.m. to 6 p.m. local time Sunday to Thursday*]]**.

3 British Council's Liability

The total liability of the British Council to the Client pursuant to clause 8 of Schedule 4 shall not exceed £**[*insert amount*] [OR** the price paid for the Services**]**.

4 Service of notices

For the purposes of clause 23 of Schedule 4, notices are to be sent to the following addresses:

To the British Council	To the Client
[*The British Council* ***1 Redman Place* ***Stratford*** ***London E20 1JQ*]** **[Attention: *insert name and job title*]**	**[*Insert address*]** **[Attention: *insert name and job title*]**
Email: [*insert email address(es) to which notices may be sent*]	**Email: [*insert email address(es) to which notices may be sent*]**

Data Protection ***[NB please note the following guidance on when to use these additional Data Protection clauses]:***

- *The following clause (clause 5 below) should be included in the Special Terms in the event of any international transfers of personal information or data to* ***any country/territory*** *that is* ***NOT*** *listed below:*
  - ***United Kingdom;***
  - ***Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Iceland, Norway Liechtenstein;***
  - ***Gibraltar;***
  - ***Andorra, Argentina, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland and Uruguay;***
  - ***Japan (where the Client is a private sector organisation);***
  - ***Canada (where the data that is subject to Canada's Personal Information Protection and Electronic Documents Act (PIPEDA)).***
- *Where you are transferring personal information from the UK/EU to the US, please consult with IGRM.*
- *Please note that, in addition to the other data protection information required in Schedule 5, Part C contains some questions (highlighted) which need to be answered.*
- *This sub-clause supplements the Data Processing clause (clause 9) in Schedule 4 and will be an integral part of clause 9, covering the transfer or sharing of personal data on the conditions set out under the first bullet above.*
- *If you have enquiries about what constitutes the sharing or transfer of personal data, then please contact the British Council's Information Governance & Risk Management Team (InfoGovernance@britishcouncil.org) for further guidance.*
- *Regardless of whether this additional sub-clause is used or not,* ***please ensure the Data Processing Clause in clause 9 of Schedule 4 of the Agreement remains as this is a Standard Term and should not be deleted. Additionally, Part A of Schedule 5 should not be deleted either****.*

Delete these guidance notes before finalising and signing the Agreement]

5 [Data Protection] – [NB delete this clause 5 as well as Part B and C (and their Appendixes and Annexes), of Schedule 5, if they are not applicable – see guidance note above]

The following clauses will apply in addition to clauses 9.1 to 9.9 (Data Processing) of Schedule 4:

“Clause 9.10 applies to the Processing of Personal Data that takes place in any country or territory that is not within the United Kingdom (UK), the European Economic Area or any country deemed to provide an adequate level of protection under Article 45 of the EU GDPR and Article 45 of the UK GDPR.

9.10 The Client and the British Council shall:

9.10.1 comply with the provisions of Schedule 5, Part B in relation to all relevant Personal Data identified in, and on the basis of the information set out in, Schedule 5, Parts A, B and C in order to provide an appropriate safeguard for that transfer in accordance with Article 46 of the UK GDPR; and

9.10.2 comply with the provisions of Schedule 5, Part C in relation to all relevant Personal Data identified in, and on the basis of the information set out in, Schedule 5, Parts A, B and C in order to provide an appropriate safeguard for that transfer in accordance with Article 46 of the EU GDPR.”

Schedule 2

Services

[Insert a description of the training/consultancy services to be provided under the Agreement]

Schedule 3

Charges

Part 1- Price

[*Insert details of price, for example the fixed price or daily rate.*]

Part 2- Payment

[*Insert the payment schedule, which should include the dates on which instalments are to be invoiced and the amount of each instalment.*]

[*Note: The following wording is provided by way of example only and can be adapted as necessary*]

1 **[**Where Services are provided on a time and materials basis:

(a) the charges payable for the Services shall be calculated in accordance with the British Council's standard daily fee rates, **[**as amended from time to time **[**by the British Council giving not less than **[**three**]** months' written notice to the Client**]** **OR** in accordance with paragraph 4 below**]**;

(b) the British Council's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between **[**8.00 am**]** and **[**5.00 pm**]** on weekdays (excluding public holidays);

(c) the British Council shall be entitled to charge an overtime rate of **[*insert percentage*]**% of the normal daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages in performance of the Services outside the hours referred to in paragraph 1(b) above;

(d) all charges quoted to the Client shall be exclusive of VAT, which the British Council shall add to its invoices at the appropriate rate;

(e) the British Council shall ensure that every individual whom it engages on the Services completes time sheets recording time spent on the Services, and the British Council shall use such time sheets to calculate the charges covered by each monthly invoice; and

(f) the British Council shall invoice the Client monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, calculated as provided in this paragraph 1 and paragraph 3 below. **[**Each invoice shall set out the time spent by each individual whom it engages on the Services and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.**]**

2 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in Part 1 of Schedule 3 **[**as amended from time to time in accordance with paragraph 4 below**]**. The Client shall pay the total price to the British Council (without deduction or set-off) in instalments as set out in this Part 2 of Schedule 3. At the end of a period specified in this Part 2 of Schedule 3 in respect of which an instalment is due, the British Council shall invoice the Client

for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate, calculated as provided in paragraph 3 below.

3 Any fixed price **[**and daily rate**]** contained in Part 1 of Schedule 3 excludes:

(a) the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably incurred by the individuals whom the British Council engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the British Council for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the British Council **[**at cost**]**; and

(b) VAT, which the British Council shall add to its invoices at the appropriate rate.

4 **[**The parties agree that the British Council may review and increase **[**its standard daily fee rates **OR** the charges set out in this Schedule provided that such charges cannot be increased more than once in any **[**12**]** month period.**]** The British Council shall give the Client written notice of any such increase **[*insert number*]** months before the proposed date of that increase. If such increase is not acceptable to the Client, it may, within **[*insert period*]** of such notice being received or deemed to have been received in accordance with clause 23 of Schedule 4, terminate the Agreement **[**by giving **[*insert number*]** months written notice to the British Council **OR** with immediate effect by giving written notice to the British Council**]**.**]**

Schedule 4

Standard Terms

1 Interpretation

1.1 In this Agreement:

"**Background IPR**" means any Intellectual Property Rights (other than Project IPR) belonging to either party before the date of this Agreement or not created in the course of or in connection with the Services.

"**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 Client in writing or set out on the British Council's website at https://www.britishcouncil.org/partner/international-development/jobs/policies-consultants or such other web address as may be notified to the Client from time to time (as such documents may be amended, updated or supplemented from time to time during the term of this Agreement).

"**Confidential Information**" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Client (as the case may be) and all personal data and special categories of personal data within the meaning of the Data Protection Legislation.

"**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).

"**Deliverables**" means all documents, products and materials: (i) developed by the British Council or its agents, subcontractors, consultants and employees in relation to the Services in any form, or (ii) provided by the British Council relating to the Services which existed prior to the commencement of this Agreement, including computer programs, data, reports and specifications (including drafts)**.**

"**Environmental Information Regulations**" means the Environmental Information Regulations 2004.

"**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 Client receives the Services.

"**FOIA**" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

"**Force Majeure Event**" means an act, event, omission or accident beyond the reasonable control of the affected party which was not reasonably foreseeable and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party, 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, epidemic, pandemic or other spread of infectious disease or the imposition of any measures to prevent the spread of disease, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

"**Information Disclosure Requirements**" means the requirements to disclose information under:

(a) the FOIA;

(b) the Environmental Information Regulations; and

(c) any applicable codes of practice issued under the FOIA.

"**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.

"**Project IPR**" means all Intellectual Property Rights that arise or are obtained or developed by either party, or by a contractor on behalf of either party, in respect of the Deliverables in the course of or in connection with the Services.

"**Request for Information**" means a request for information (as defined in FOIA) relating to or connected with this Agreement or the British Council more generally or any apparent request for such information under the Information Disclosure Requirements.

"**Services**" means the training and/or consultancy services to be provided by the British Council under this Agreement as set out in Schedule 2 together with any other services which the British Council provides or agrees to provide to the Client.

"**Third Party IPR**" means any Intellectual Property Rights not belonging to either party to this Agreement but used by the British Council in the creation of the Deliverables and/or in the course of or in connection with the Services.

"**VAT**" means value added tax chargeable under English law for the time being and any similar additional tax.

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;

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

1.2.6 where this Agreement has been translated into a language other than the English language, the English language version shall prevail.

2 British Council's obligations

2.1 The British Council shall:

2.1.1 provide the Services, and deliver the Deliverables to the Client, in accordance with Schedule 2 in all material respects, save that any dates specified in Schedule 2 shall be estimates only and time for performance by the British Council shall not be of the essence of this Agreement; and

2.1.2 observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Client's premises and that have been communicated to it under clause 3.1.2, provided that it shall not be liable under this Agreement if, as a result of such observation, it is in breach of any of its obligations under this Agreement.

3 Client's obligations

3.1 The Client shall:

3.1.1 co-operate with the British Council in all matters relating to the Services;

3.1.2 inform the British Council of all health and safety rules and regulations and any other reasonable security requirements that apply at any relevant Client premises; and

3.1.3 ensure that any and all equipment, systems, cabling or facilities provided by the Client and used directly or indirectly in the supply of the Services is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements.

3.2 If the British Council's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, the British Council shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

4 Charges and payment

4.1 The Client shall pay the charges as set out in, and in accordance with, Schedule 3.

4.2 The Client shall pay each invoice submitted to it by the British Council, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the British Council and time for payment shall be of the essence of this Agreement.

4.3 Without prejudice to any other right or remedy that it may have, if the Client fails to pay the British Council on the due date, the British Council may:

4.3.1 charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable; and/or

4.3.2 suspend all Services until payment has been made in full.

4.4 All sums payable to the British Council under this Agreement shall become due immediately on its termination, despite any other provision. This clause 4.4 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

4.5 The British Council may, without prejudice to any other rights it may have, set off any liability of the Client to the British Council against any liability of the British Council to the Client.

5 Intellectual property rights

5.1 Subject to clause 6, each party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Services (and the British Council shall give the Client full disclosure of any Third Party IPR it intends to use).

5.2 All Background IPR and Third Party IPR is and shall remain the exclusive property of the party owning it.

5.3 Each party warrants to the other party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

5.4 The Client hereby assigns to the British Council with full title guarantee by way of present and future assignment all its right, title and interest in and to the Project IPR.

5.5 The British Council hereby grants to the Client an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR and the British Council's Background IPR in and in connection with the Deliverables and for any purpose relating to the Services.

5.6 The Client hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Client's Background IPR included in the Deliverables.

5.7 The British Council is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPR required by the Client and the British Council for use of the Deliverables (such licences, permissions or consents to be in writing, copies of which the British Council shall provide to the Client on request). In addition, the British Council warrants that the provision of the Services and/or the Deliverables does not and will not infringe any third party's Intellectual Property Rights.

5.8 The Client warrants that it has in place contractual arrangements with all individuals engaged by the Client in connection with this Agreement assigning to the Client their Intellectual Property Rights such that the Client can enter into the assignments and licences set out in this clause 5.

5.9 The Client undertakes at the British Council's request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause 5.

5.10 Nothing in this Agreement shall prevent either party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

5.11 Each party shall promptly give written notice to the other party of any actual, threatened or suspected infringement of the Project IPR or the other party's Background IPR of which it becomes aware.

6 Confidentiality

6.1 For the purposes of this clause 6:

6.1.1 the "**Disclosing Party**" is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and

6.1.2 the "**Receiving Party**" is the party which receives Confidential Information relating to the other party.

6.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:

6.2.1 is given only to such of its staff and professional advisors or associates engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and

6.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or associates otherwise than for the purposes of this Agreement.

6.3 The provisions of clause 6.2 shall not apply to any Confidential Information which:

6.3.1 is or becomes public knowledge (otherwise than by breach of this clause 6);

6.3.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;

6.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

6.3.4 is independently developed without access to the Confidential Information; or

6.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.

6.4 In the event that the Client fails to comply with this clause 6, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

6.5 To the extent any provisions of the Official Secrets Act 1989 or the National Security Act 2023 are applicable to any Confidential Information, nothing in this clause 6 will change those provisions applicable under that legislation.

6.6 The Client acknowledges that the British Council is subject to the Information Disclosure Requirements and shall assist and co-operate with the British Council to enable the British Council to comply with those requirements.

6.7 Where the British Council receives a Request for Information in relation to information that the Client or any of its sub-contractors is holding on behalf of the British Council and which the British Council does not hold itself, the British Council shall, as soon as reasonably practicable after receipt, forward the Request for Information to the Client and the Client shall:

6.7.1 provide the British Council with a copy of all such information in the form that the British Council requires as soon as practicable and in any event within 10 calendar days (or such other period as the British Council acting reasonably may specify) of the British Council's request; and

6.7.2 provide all necessary assistance as reasonably requested by the British Council to enable the British Council to respond to the Request for Information within the time

for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, as applicable.

6.8 The Client acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the British Council may nevertheless be obliged to disclose the Client's Confidential Information in accordance with the Information Disclosure Requirements:

6.8.1 in certain circumstances without consulting the Client; or

6.8.2 following consultation with the Client and having taken its views into account,

provided always that where clause 6.8.1 above applies, the British Council shall, in accordance with the recommendations of the applicable codes of practice issued under the FOIA, take reasonable steps to draw this to the attention of the Client after any such disclosure.

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

7 The British Council's property

All materials, equipment and tools, drawings, specifications and data supplied by the British Council to the Client shall, at all times, be and remain, as between the British Council and the Client, the exclusive property of the British Council, but shall be held by the Client in safe custody at its own risk and maintained and kept in good condition by the Client until returned to the British Council, and shall not be disposed of or used other than in accordance with the British Council's written instructions or authorisation.

8 Limitation of liability

8.1 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.

8.2 Subject to clause 8.1:

8.2.1 the British Council shall not, to the greatest extent permitted by law, be liable for:

(i) loss of profits; or

(ii) loss of business; or

(iii) depletion of goodwill and/or similar losses; or

(iv) loss of anticipated savings; or

(v) loss of goods; or

(vi) loss of contract; or

(vii) loss of use; or

(viii) loss or corruption of data or information; or

(ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or

(x) any punitive, exemplary or multiplied damages; and

8.2.2 the British Council's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the amount specified in clause 3 of Schedule 1.

9 Data Processing

9.1 Clauses 9.1 to 9.9 apply to the Processing of Personal Data within the United Kingdom (UK) or the European Economic Area or any country deemed to provide an adequate level of protection under Article 45 of the EU GDPR and Article 45 of the UK GDPR.

9.2 In this clause:

"**Controller**" means a "controller" for the purposes of the GDPR (as such legislation is applicable);

"**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 Services under this Agreement, including the DPA and/or the 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);

"**Data Subject**" has the same meaning as in the Data Protection Legislation;

"**DPA**" means the UK Data Protection Act 2018;

"**EU GDPR**" means the General Data Protection Regulation (EU) 2016/679;

"**GDPR**" means, as applicable, the EU GDPR or the UK GDPR;

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

"**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;

"**Processing**" has the same meaning as in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;

"**Processor**" means a "processor" for the purposes of the GDPR (as such legislation is applicable);

"**Sub-Processor**" means a third party engaged by the Processor to carry out processing activities in respect of the Personal Data on behalf of the Processor;

"**Supervisory Authority**" means any independent public authority responsible for monitoring the application of the Data Protection Legislation in the UK or any other member state of the European Union;

"**Third Country**" means a country or territory outside the UK; and

"**UK GDPR**" has the meaning given in section 3(10) of the DPA (as amended).

9.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 9 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the British Council is the Processor in respect of the Personal Data. Schedule 5, Part A sets out the scope, nature and purpose of Processing by the British Council, the duration of the Processing and the types of Personal Data and categories of Data Subject.

9.5 Without prejudice to the generality of clause 9.3, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the British Council for the duration and purposes of this Agreement.

9.6 Without prejudice to the generality of clause 9.3, the British Council shall, in relation to any Personal Data Processed in connection with the performance by the British Council of its obligations under this Agreement:

9.6.1 Process that Personal Data only on the written instructions of the Client unless otherwise required by applicable laws as referred to in clause 9.9.3

9.6.2 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 Subject and ensure that all personnel who have access to and/or Process Personal Data are obliged to keep the Personal Data confidential;

9.6.3 not transfer any Personal Data to any Third Country unless the prior written consent of the Client has been obtained (whether in Schedule 5 or separately) and the following conditions are fulfilled:

(i) the Client or the British Council has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

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

(iv) the British Council complies with reasonable instructions notified to it in advance by the Client with respect to the Processing of the Personal Data;

9.6.4 assist the Client, at the Client's cost, in responding to any request from a Data Subject, and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

9.6.5 notify the Client without undue delay on becoming aware of a Personal Data Breach;

9.6.6 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Applicable Law to store the Personal Data;

9.6.7 maintain complete and accurate records to demonstrate compliance with this clause; and

9.6.8 allow for assurance activities by the Client or the Client's designated auditor and information to demonstrate its compliance with this clause 9.

9.7 The Client consents to the British Council appointing the third party detailed in Schedule 5, Part A as a Sub-Processor of Personal Data under this Agreement. The British Council confirms that it has entered or (as the case may be) will enter into a written Agreement with the Sub-Processor incorporating terms which are substantially similar to those set out in this clause 9. As between the Client and the British Council, the British Council shall remain contractually responsible for any Sub-Processor appointed by it pursuant to this clause 9.

9.8 Either party may, at any time on not less than 30 days' notice, revise this clause 9 by replacing it with any 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 or with similar terms forming part of an applicable certification scheme (which shall apply in replacement of this clause 9 by attachment to this Agreement).

9.9 The British Council shall notify the Client promptly:

9.9.1 if it becomes aware that in following the instructions of the Client, it shall be breaching the Data Protection Legislation;

9.9.2 on receipt of notice of any complaint made to a Supervisory Authority or any finding by a Supervisory Authority in relation to its Processing of Personal Data, whether it is Personal Data being Processed under this Agreement or otherwise;

9.9.3 if the British Council believes it is under a legal obligation to Process the Personal Data other than in accordance with the Client's instructions and provide the Client with details of such legal obligation notwithstanding clause 9.6.1, unless the law prohibits such information on important grounds of public interest.

10 Termination

10.1 Without prejudice to clause 1.2 of Schedule 1, or to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability to the other immediately on giving notice to the other if:

10.1.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than **[14]** days after being notified in writing to make such payment; or

10.1.2 the other party commits a breach of any of the material terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

10.1.3 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due; or

10.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or

10.1.5 there is a change of Control of the other party.

10.2 On termination of this Agreement for any reason:

10.2.1 the Client shall immediately pay to the British Council all of the British Council's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the British Council may submit an invoice, which shall be payable immediately on receipt;

10.2.2 the Client shall, within a reasonable time, return all of the British Council's equipment and Deliverables. If the Client fails to do so, then the British Council may enter the Client's premises and take possession of them. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping; and

10.2.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

11 Safeguarding and Protecting Children and Vulnerable Adults

11.1 The Client will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council Safeguarding Policy included in the British Council Requirements as amended from time to time, which the Client acknowledges may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks[1].

[1] Equivalent local checks include, but are not limited to, the ACRO Criminal Records Office, 'International Child Protection Certificate' online criminal records checks and Code of Good Conduct' or any other services as detailed

11.2 The Client must provide to the British Council, documentary evidence of the relevant disclosure and/or the criminal records checks in advance of undertaking any activities involving children and/or vulnerable adults in connection with this Agreement.

11.3 In addition, the Client will ensure that, where it engages any other party in connection with this Agreement, that party will also comply with the same requirements as if they were a party to this Agreement.

12 Anti-Corruption

Each party warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties.

13 Equal opportunities and diversity

13.1 The Client 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.

13.2 The Client shall comply with any equal opportunities or diversity policies or guidelines included in the British Council Requirements.

14 Assignment

14.1 The Client 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.

14.2 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 Client 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 14.2.

15 Waiver

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.

16 Entire agreement

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

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at the following link: https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants (when/if link does not work contact the British Council Project manager)

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.

17 Variation

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

18 Severance

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.

19 Counterparts

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.

20 Third party rights

20.1 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 14 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

20.2 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).

21 No partnership or agency

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.

22 Force Majeure

22.1 Subject to clauses 22.2 and 22.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business and/or material obligations hereunder by a Force Majeure Event.

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

22.2.1 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;

22.2.2 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

22.2.3 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.

22.3 Nothing in this clause 22 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 a Force Majeure Event).

23 Notice

23.1 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), or by email, and shall be delivered:

23.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;

23.1.2 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;

23.1.3 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; or

23.1.4 by email to the relevant email address specified in clause 4 of Schedule 1 (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if this time falls outside of Working Hours, when Working Hours resume, in each case provided that no out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice. If an out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice, then no valid notice has been delivered and the notice must be sent by one of the alternative methods listed above.

23.2 To prove service of notice under clauses 23.1.1 to 23.1.3 above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

24 Governing Law and Dispute Resolution Procedure

24.1 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.

24.2 Subject to the remainder of this clause 24, 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.

24.3 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 24.3, either party may commence proceedings in accordance with clause 24.2.

24.4 Nothing in this clause 24 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 5

Data Processing Schedule [to be completed by British Council]

Part A

Description	Details
Duration of Processing	*[Clearly set out the duration of the processing including dates]*
The frequency of the transfer	*[Clearly set out if the data is transferred on a one-off or continuous basis]*
Nature and purpose of Processing	*[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]*
Type of Personal Data	*[Examples here include: name, address, date of birth, National identification number, telephone number, pay, images, biometric data etc]*
Categories of Data Subjects	*[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, students / pupils, members of the public, users of a particular website etc]*
Sensitive data transferred (if applicable) and applied restrictions or safeguards	*[The restrictions and safeguards fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures]*
Countries or International Organisations Personal Data will be transferred to	*[name the countries and International Organisations (where applicable). Where not applicable state N/A. NB: "International Organisation" is defined in the GDPR as "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."]
Sub-Processors	*[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]*