

THIS AGREEMENT**BETWEEN**

- (1) **THE BRITISH COUNCIL,**
- (2) **THE SUPPLIER,**

BACKGROUND:

- (A) The British Council wishes to commission You to provide the Work (as defined below) on the terms and conditions set out in this Agreement.

IT IS AGREED:**1. Interpretation**

- 1.1 The definitions and rules of interpretation in this clause apply 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 You 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 You from time to time (as such documents may be amended, updated or supplemented from time to time during the term of this Agreement).

“**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, You perform Your obligations under this Agreement.

“**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.

“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.

“Relevant Person” means any individual employed or engaged by You in connection with this Agreement, or any agent or contractor or sub-contractor engaged by You in connection with this Agreement.

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:
 - (a) services being provided to, or other activities being provided for, the British Council;
 - (b) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
 - (c) 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. The Commission

2.1 You shall provide the work described in Schedule 1 (the “**Work**”) on the dates, and in accordance with any other requirements, specified in Schedule 1.

2.2 You shall:

2.2.1 use all reasonable skill, care and ability, and comply with all reasonable instructions of the British Council, in providing the Work;

2.2.2 keep confidential the terms of this Agreement and any information of a confidential nature relating to the British Council; and

2.2.3 not act in any way or provide the Work in any manner which may be derogatory or detrimental to the reputation, image or goodwill of the British Council.

3. Fees

3.1 In consideration for You providing the Work, the British Council shall pay you the fees specified in Schedule 1 (the “**Fees**”).

3.2 The Fees are all-inclusive and cover all costs and expenses incurred by You in providing the Work, unless otherwise agreed in writing by the British Council.

3.3 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, You may 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.

3.4 Where You enter into a Sub-Contract, You shall:

3.4.1 pay any valid invoice received from your subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and

3.4.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 3.4.1 of this Agreement.

3.5 In clause 3.4, “**Sub-Contract**” means a contract between two or more suppliers, at any stage of remoteness from the British Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4. Ownership of the Work

4.1 You hereby assign to the British Council with full title guarantee by way of present and future assignment all right, title and interest in the Work, Intellectual Property Rights existing in the Work, and any part thereof.

4.2 Subject to any provision varying this position in Schedule 1, You hereby waive all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Work (and this waiver shall survive the expiry or termination of this Agreement).

4.3 You warrant that the Work, and the provision of the Work to the British Council, does not and will not infringe any third party's Intellectual Property Rights.

5. Duration and Termination

5.1 This Agreement shall commence on the date specified in Schedule 1 and shall continue in force until the Work has been provided in full and to the satisfaction of the British Council, unless terminated in accordance with this clause 5.

5.2 Without prejudice to any other rights or remedies that the British Council may have, the British Council may terminate this Agreement:

5.2.1 immediately on notice to You if the provision of the Work is delayed, hindered or prevented by a Force Majeure Event for a period in excess of 30 days;

5.2.2 immediately on notice to You if You commit 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 British Council shall be entitled to terminate this Agreement with immediate effect); or

5.2.3 at any time by giving You not less than seven days' written notice.

5.3 Upon termination, You shall deliver to the British Council any element of the Work completed but not provided to the British Council prior to termination together with all Your preparatory materials relating to the Work and where this Agreement is terminated under clause 5.2.1 or clause 5.2.3, the British Council will pay You on a pro rata basis for any Work properly carried out in accordance with this Agreement up to the date of termination where such Work has not previously been paid for.

6. Status

6.1 Your relationship to the British Council will be that of independent contractor and nothing in this Agreement shall render You an employee, worker, agent or partner of the British Council and You shall not hold yourself out as such.

6.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly You shall be fully responsible for and shall indemnify the British Council for and in respect of payment of the following within the prescribed time limits:

6.2.1 any income tax, national insurance and social security contributions and any other employment related liability, deduction, contribution, assessment or claim in any applicable jurisdiction arising from or made in connection with either the provision of the Work, or any payment or benefit received by You in respect of the Work, where such recovery is not prohibited by law and You shall further indemnify the British Council against all reasonable costs, expenses and any penalty, fine or interest

incurred or payable by the British Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the British Council's negligence or wilful default; and

6.2.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You against the British Council arising out of or in connection with the provision of the Work, except where such claim is as a result of any act or omission of the British Council.

6.3 The British Council may at its option satisfy the indemnities set out in clause 6.2 above (in whole or in part) by way of deduction from any outstanding Fees or other payments due to You.

7. Insurance

7.1 You shall take out and maintain during the term of this Agreement appropriate insurance cover in respect of Your activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place.

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, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

8.3 Subject to clauses 8.1 and 8.2, the British Council's liability to You under this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the Fees, plus any late payment interest properly chargeable under the terms of this Agreement.

8.4 The provisions of this clause 8 shall survive the termination of this Agreement, however arising.

9. Anti-Corruption, Anti-Collusion and Tax Evasion

9.1 You undertake and warrant that You and any Relevant Person have not offered, given or agreed to give (and that You and any Relevant Person will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by You of Your obligations under this Agreement.

9.2 You acknowledge and agree that British Council may, at any point during the term of this Agreement and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that neither You, any Relevant Person, nor Your and any Relevant Person's directors or shareholders (where applicable) are listed as being a politically exposed person, disqualified from being a company director, involved with terrorism, financial or other crime, subject to regulatory action or export, trade or

procurement controls or otherwise representing a heightened risk of involvement in illegal activity (together, the “**Prohibited Entities**”).

9.3 You warrant:

9.3.1 that You, and any Relevant Person, will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity;

9.3.2 that You, and any Relevant Person, have and will retain in place, and undertake that You, 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

9.3.3 that You, and any Relevant Person, have not engaged and will not at any time engage, in any activity, practice or conduct which would constitute either:

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

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

9.3.4 that You, and any Relevant Person, have not colluded, and undertake that You 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).

9.3.5 Nothing under this clause 9.3 is intended to prevent You from discussing the terms of this Agreement with Your professional advisors.

9.4 If You, or any Relevant Person is listed in a Screening Database for any of the reasons set out in clause 9.2 or breach any of Your obligations set out in clause 9.3, You shall promptly notify the British Council of any such listing(s) or breach(es) and the British Council shall be entitled to take the steps set out at clause 9.5 below.

9.5 In the circumstances described at clause 9.4, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:

9.5.1 terminate this Agreement without liability to You immediately on giving notice to You; and/or

9.5.2 require You to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with You (and You shall take all such steps and shall if required provide evidence of its compliance); and/or

9.5.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or

9.5.4 share such information with third parties.

- 9.6 You shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 9.1.
- 9.7 Without limitation to clauses 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6 above, You shall ensure that all Relevant Persons involved in creating the Work or otherwise in connection with this Agreement have been vetted and that due diligence is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably necessary in relation to a person in that position in the relevant circumstances.
- 9.8 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. Safeguarding and Protecting Children and Vulnerable Adults

- 10.1 You 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’s Safeguarding Policy and Adults at Risk Policy included in the British Council Requirements as amended from time to time, which You acknowledge may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks¹.
- 10.2 You 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 the provision of the Work under this Agreement.
- 10.3 In addition, You will ensure that, where it engages any other party to provide any of the Work under this Agreement, that party will also comply with the same requirements as if they were a party to this Agreement.

11. Data Processing

11.1 In this clause:

- 11.1.1 “**Controller**” means a “controller” for the purposes of the GDPR (as such legislation is applicable);
- 11.1.2 “**Data Protection Legislation**” shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party 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);

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 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)

- 11.1.3 **“Data Subject”** has the same meaning as in the Data Protection Legislation;
- 11.1.4 **“DPA”** means the UK Data Protection Act 2018;
- 11.1.5 **“GDPR”** means, as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the DPA (as amended);
- 11.1.6 **“Personal Data”** means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Agreement;
- 11.1.7 **“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;
- 11.1.8 **“Processing”** has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly;
- 11.1.9 **“Processor”** means a “processor” for the purposes of the GDPR (as such legislation is applicable);
- 11.1.10 **“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;
- 11.1.11 **“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; and
- 11.1.12 **“Third Country”** means a country or territory outside the UK.
- 11.2 For the purposes of the Data Protection Legislation, the British Council is the Controller and You are the Processor in respect of the Personal Data.
- 11.3 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 2 of this Agreement.
- 11.4 You shall comply with its obligations under the Data Protection Legislation and shall, in particular:
 - 11.4.1 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 applicable laws as referred to in clause 11.9);
 - 11.4.2 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;

- 11.4.3 not transfer the Personal Data to any Third Country without the prior written consent of the British Council and where such consent is given (whether in Schedule 2 or separately) You shall:
- (a) provide appropriate safeguards in relation to the transfer;
 - (b) ensure the Data Subject has enforceable rights and effective legal remedies;
 - (c) comply with Your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (d) comply with reasonable instructions notified to You in advance by the British Council with respect to the Processing of the Personal Data; and
 - (e) only transfer Personal Data to the relevant Third Country where the relevant requirements under Articles 44 to 50 of the GDPR are met;
- 11.4.4 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;
- 11.4.5 not engage any Sub-Processor to carry out Your 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;
- 11.4.6 notify the British Council, as soon as reasonably practicable, about any request or complaint received by You 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 You, a Sub-Processor or the British Council;
- 11.4.7 notify the British Council immediately on becoming aware of a Personal Data Breach;
- 11.4.8 assist the British Council in ensuring compliance with Your obligations under the Data Protection Legislation with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 11.4.9 maintain accurate written records of the Processing You carry out in connection with this Agreement and on request by the British Council, make available all information necessary to demonstrate Your compliance under Data Protection Legislation and the terms of this Agreement.
- 11.5 You and Your 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 You and Your Sub-Processors to support You in your compliance with clause 11.4.9.

- 11.6 On termination or expiry of this Agreement, You (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. You shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.
- 11.7 In the event of a notification under clause 11.4, You 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.
- 11.8 You warrant that in carrying out Your obligations under this Agreement You 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.
- 11.9 If You believe You are under a legal obligation to Process the Personal Data other than in accordance with the British Council's instructions You will provide the British Council with details of such legal obligation, unless the law prohibits such information on important grounds of public interest.
- 11.10 You 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 You (or any Sub-Processor) of (a) Your data protection obligations under this Agreement; or (b) You (or any Sub-Processor acting on its behalf) acting outside or contrary to the lawful instruction of the British Council.
- 11.11 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 11.1 to 11.4.9 above.

12. Equality, Diversity and Inclusion

- 12.1 You shall ensure that You do not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 12.2 You shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

13. Assignment

- 13.1 You 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 Your rights or obligations under this Agreement.
- 13.2 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. You warrant and represent that You 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 13.2.

14. Waiver

14.1 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.

15. Entire agreement

15.1 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.

16. Variation

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

17. Severance

17.1 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.

18. Counterparts

18.1 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.

19. Third party rights

19.1 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 13 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

19.2 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).

20. No partnership or agency

20.1 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.

21. Force Majeure

21.1 Subject to clauses 21.2 and 21.3, 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.

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

21.2.1 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;

21.2.2 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

21.2.3 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.

21.3 Nothing in this clause 21 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).

22. Notice

22.1 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:

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

22.1.2 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;

22.1.3 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

22.1.4 by email to [...] for the British Council and to [----] for You (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 normal working hours in the United Kingdom (or such other country as has been specified by the receiving party), when normal 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.

22.2 To prove service of notice under clauses 22.1.1 to 22.1.3 above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

23. Governing Law and Dispute Resolution Procedure

23.1 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.

23.2 Subject to the remainder of this clause 23, 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.

23.3 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 23.3, either party may commence proceedings in accordance with clause 23.2.

23.4 Nothing in this clause 23 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.

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:
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Position:		
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Signed by THE SUPPLIER

Name:	Signature
Position:		

Schedule 2

Data Processing Schedule

Description	Details
Duration of Processing	
Nature/purpose of Processing	
Type of Personal Data	
Categories of Data Subjects	
Countries or International Organisations Personal Data will be transferred to	
Sub-Processors	