

**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:** **To be confirmed**

**Date:**

**Application ID:**

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 Grantees**")), 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 Grantee.

## Schedules

<b>Schedule 1</b>	Special Terms
<b>Schedule 2</b>	Project Proposal
<b>Schedule 3</b>	Standard Terms
<b>Schedule 4</b>	Project Summary Budget
<b>Schedule 5</b>	Guidelines for Applicants
<b>Schedule 6</b>	PhD Placement Reporting Requirements
<b>Schedule 7</b>	Bank details form
<b>Schedule 8</b>	Newton Fund Brand Identity Guidelines

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**

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

**Signed by the duly authorised representative of to be confirmed**

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 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 implementing activities under the Newton Fund: PhD Placement programme between the United Kingdom and **to be confirmed** as more fully described in the Project Proposal (Schedule 2) (the "**Project**").
- 1.2 The Recipient will carry out the Project in collaboration with **to be confirmed** who is **[[providing match funding]/[managing match funding sourced from a third party under a separate agreement]]**, for the purpose of implementing the Project, as detailed in the Project Proposal (Schedule 2).
- 1.3 The Recipient will deliver the Project and manage the Grant, including where relevant, disbursing the Grant to Sub Grantees in accordance with the Project Proposal detailed in Schedule 2.

#### **2 Commencement and Duration**

- 2.1 This Agreement shall come into force on **to be confirmed** and shall continue in full force and effect until **to be confirmed** (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 **to be confirmed** (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:

Payment	Maximum payable	Requirements/Milestones/Key Dates etc
1	90%	Agreement Signed
2	10%	Approved Final Narrative and Financial Report

3.3 The British Council shall not be obliged to pay the 2<sup>nd</sup> grant instalment to the extent that it has not received funding relating to that instalment from the Funder (as defined in clause 5.1 below).

#### 4 **Eligibility Criteria**

4.1 The Recipient must comply with the eligibility criteria and requirements detailed in Schedule 5 Guidelines for Applicants ("**Eligibility Criteria**") in order to qualify for the Grant.

4.2 The Recipient warrants that it will continue to comply with the Eligibility Criteria throughout the Term.

#### 5 **Funder**

5.1 The body providing the funding for the Grant is: the Department for Business, Energy and Industrial Strategy (the "**Funder**").

#### 6 **Service of notices**

6.1 For the purposes of clause 20 of Schedule 3, notices are to be sent to the following addresses:

To the British Council	To the Recipient
The British Council 10 Spring Gardens London SW1A 2BN  <b>Attention:</b> insert name <u>and</u> job title	<b>To be confirmed</b>  <b>Attention:</b> to be confirmed

#### 7 **Locations**

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

#### 8 **Recipient Responsibilities**

8.1 The Recipient shall:

- 8.1.1 use the Grant only for eligible costs detailed in Project Summary Budget at **Error! Reference source not found.** and Guidelines for Applicants Schedule 5 and disburse the Grant in accordance with the terms of this Agreement;
- 8.1.2 complete and submit interim and final reports to the British Council in accordance with the PhD Placement Reporting Requirements at Schedule 6. The final report must be submitted to the British Council within 30 days of completion of the Project and shall also include a summary statement of expenses relating to the Grant, together with supporting documentation;
- 8.1.3 complete British Council monitoring and evaluation surveys, including impact surveys after the end of the Project as outlined in the PhD Placement Reporting Requirements at Schedule 6;
- 8.1.4 comply with the specific guidelines governing the Project provided by the British Council at Schedule 5 and Schedule 8 of this Agreement and any other reasonable requirements notified to the Recipient from time to time by the British Council and;
- 8.1.5 complete and return the Bank Details Form at Schedule 7 to the British Council upon signature of this Agreement.

## **9 Publicity**

- 9.1 Where the Recipient is responsible for the preparation of Project materials or materials promoting the Project, in addition to the publicity obligations in **Error! Reference source not found.** clause 2.2.11 the Recipient shall:
  - 9.1.1 ensure all materials are prepared in accordance with the Newton Fund Brand Identity Guidelines at Schedule 8;
  - 9.1.2 acknowledge the Funder as the body providing funding for the Grant; [and;
  - 9.1.3 acknowledge **to be confirmed** as the organisation providing match funding for the Project.]
- 9.2 For the avoidance of doubt, the Recipient and the British Council agree that nothing in the Agreement shall prevent the Recipient from publishing the results of the Project in academic publications to ensure knowledge dissemination, provided always that the Recipient acts in accordance with this clause 9 and the publicity requirements at Schedule 3 clause 2.2.11.

## **10 The Scholar**

- 10.1 The Recipient can only use the Grant to fund the following student beneficiary: to be confirmed (the "**Scholar**"). Should the Scholar's studies be terminated the Recipient will inform the British Council promptly and the British Council may be obliged (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Grant.

**Schedule 2**

**Project Proposal**

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## 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/](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);

“**Data Protection Legislation**” means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the activities 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, supervisory authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

“**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);

**“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;

**“Newton Fund Brand Identity Guidelines”** means the visual identity and branding guidelines and instructions applicable to all Newton Fund activity as detailed in Schedule 8.

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 related to the Project as soon as it is approved;
- 2.2.3 deliver all aspects of the Project with reasonable skill and care and in compliance at all times with the terms of this Agreement, the reasonable instructions of the British Council, and all applicable regulations and legislation in force from time to time;
- 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 shall ensure that where it is responsible for the preparation of Project materials or materials promoting the Project or the parties' involvement in the Project it shall acknowledge the funding role of the Funder and ensure the materials are prepared in accordance with the Newton Fund Brand Identity Guidelines.
- 2.2.8 treat the terms of this Agreement and any information of a confidential nature relating to the British Council as confidential;
- 2.2.9 comply in all material respects with the Data Protection Act 1998 (or any equivalent legislation in any applicable jurisdiction). The British Council and the Recipient agrees to any reasonable amendment to this Agreement in accordance with variation clause 20 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;
- 2.2.10 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;
- 2.2.11 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;
- 2.2.12 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;

- 2.2.13 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;
- 2.2.14 not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement;
- 2.2.15 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;
- 2.2.16 comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements; and
- 2.2.17 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 All Intellectual Property Rights shall remain the exclusive property of the party owning it. It is the responsibility of the Recipient, and all engaged in the research, between them to agree, in good faith negotiations on the ownership of jointly developed intellectual property (IP) rights and to make every reasonable effort to ensure that any new Intellectual Property Rights obtained in the course of the research are used to the benefit of society and to address poverty in the partner country.
- 5.2 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.
- 5.3 The Recipient warrants that the delivery of the Project does not and will not infringe any third party's Intellectual Property Rights.
- 5.4 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.
- 7.3 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 Anti-Corruption**

- 8.1 The Recipient acknowledges and agrees that British Council may, at any point during the Term and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that to ensure that none of (i) the Recipient, (ii) the Recipient's employees, consultants, agents and sub-contractors which the Recipient engages in any way in relation to delivery of the Project, nor (iii) any other individual employed or engaged by the Recipient and involved in the Project, 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**").
- 8.2 The Recipient warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.
- 8.3 If the Recipient or any of the Recipient's suppliers, directors, shareholders or employees (where applicable) is listed in a Screening Database for any of the reasons set out in clause 8.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
- 8.3.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or

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

8.3.3 share such information with third parties.

8.4 The Recipient shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 8.1.

## **9 Anti-slavery and human trafficking**

9.1 The Recipient shall:

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

9.1.2 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;

9.1.3 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

9.1.4 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.

9.2 If the Recipient fails to comply with any of its obligations under clause 9.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

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

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

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

## **10 Equality, Diversity and Inclusion**

10.1 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.

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

## **11 Assignment**

11.1 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.

11.2 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 11.2.

## **12 Waiver**

12.1 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.

## **13 Entire agreement**

13.1 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.

## **14 Variation**

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

## **15 Severance**

15.1 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.

## **16 Counterparts**

16.1 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.

## **17 Third party rights**

17.1 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 11 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

17.2 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).

## **18 No partnership or agency**

18.1 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.

## **19 Force Majeure**

19.1 Subject to clauses 19.2 and 19.3, 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.

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

19.2.1 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;

19.2.2 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

19.2.3 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.

19.3 Nothing in this clause 19 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 19.1).

## **20 Notice**

20.1 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:

- 20.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
  - 20.1.2 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
  - 20.1.3 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.
- 20.2 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.

## **21 Governing Law and Dispute Resolution Procedure**

- 21.1 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.
- 21.2 Subject to the remainder of this clause 21, 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.
- 21.3 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 21.3, either party may commence proceedings in accordance with clause 21.2.
- 21.4 Nothing in this clause 21 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**

**Project Summary Budget**

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**Schedule 5**

**Guidelines for Applicants**

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**Schedule 6**

**Reporting Requirements**

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**Schedule 7**

**Bank Details Form**

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**Schedule 8**

**Newton Fund Brand Identity Guidelines**

To be confirmed

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