Annex 1 – Terms and Condition of Contract

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 The British Council, 1 Redman Place, Stratford, London E20 1JQ**] OR [*insert name of appropriate local entity where relevant outside the UK] [where appropriate add the following wording] [operating through its local office at [insert office address and details*]**
The Researcher	**[*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 Researcher undertake to observe in the performance of this Agreement.

The Researcher shall supply to the British Council, and the British Council shall acquire and pay for, the research services described in Schedule 1 and/or Schedule 2 on the terms of this Agreement.

Schedules

Schedule 1	Special Terms
Schedule 2	Terms of Reference
Schedule 3	Charges
Schedule 4	Standard Terms
Schedule 5	Data Processing Schedule
Schedule 6	British Council Research Ethics Policy

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 Researcher.

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 Researcher*]

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 provision of the Research Services, 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 This Agreement shall come into force on **[*insert date/start date*]** (the "**Commencement Date**") and, subject to clauses 1.2 and 1.3 below, shall continue in full force and effect until **[*insert date/end date*]** (the "**Term**").

1.2 [The British Council may extend this Agreement for [***insert number***] further terms each of 12 months, by notice in writing to the Researcher not less than one month prior to expiry of the then current Term. ("**Term**" shall then mean the Term as extended)].

1.3 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less than **[*insert number of days*]** days' written notice on the Researcher.

2 End Client

2.1 [Not applicable] OR [The Researcher acknowledges that it is acting as a sub-contractor for the provision of research services to [insert name, for example, the European Commission, Department for International Development etc] (the ***"End Client").]***

3 Locations

3.1 The Researcher will be required to provide the Research Services in **[*insert list of locations*]** and such other locations as may be agreed between the parties in writing from time to time (the "**Location(s)**").

4 Equipment

4.1 [Not applicable] OR [The British Council will provide the Researcher with the following equipment to be used by the Researcher in the provision of the Research Services (the "British Council Equipment"): [insert list (e.g. laptops)].]

AND/OR [The Researcher will provide the following equipment which it will use in the provision of the Research Services (the "Researcher's Equipment"): [insert list (e.g. laptops)].

5 Key Personnel

5.1 The Researcher shall deploy the following persons in the provision of the Research Services: **[*insert list*]** (the "**Key Personnel**").

6 Service of notices

6.1 For the purposes of clause 34 of Schedule 4, notices are to be sent to the following addresses:

To the British Council	To the Researcher
[*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*]**

7 Insurance Requirements

7.1 The Researcher shall take out and maintain during the Term with a reputable insurance company the following cover types with the following indemnity limits:

Insurance Cover	**Indemnity Limit**
Employer's liability / Workers' Compensation	In line with appropriate legislation
Public liability	£100,000 per occurrence and in the aggregate (annual total of all losses)
Professional indemnity	£5,000,000 per occurrence and in the aggregate (annual total of all losses)

or such other insurance cover types and indemnity limits as may be agreed between the parties in writing from time to time.

8 Working Hours

8.1 For the purposes of this Agreement "**Working Hours**" and "**Working Days**" shall mean 9 a.m. to 5 p.m. local time Monday to Friday OR otherwise mutually agreed.

9 Research Materials are being published and licenced to third parties under the terms of a Creative Commons Licence Sharing/ Dissemination of Research Materials through Creative Commons

9.1 It is agreed between the parties that the Research Materials shall be published and licensed to third parties under the terms of a Creative Commons Attribution Non-Commercial 4.0 International Licence (https://creativecommons.org/licenses/by-nc/4.0/).

9.2 The Researcher hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Researcher's Background IPR included

in the Research Materials (including the publication and licensing of the Research Materials in accordance with clause 9.1).

9.3 The Researcher is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPR required by the Researcher and the British Council for use of the Research Materials, including the publication and licensing of the Deliverables in accordance with clause 9.1 (such licences, permissions or consents to be in writing, copies of which the Researcher shall provide to the British Council on request). In addition, the Researcher warrants that the provision of the Research Services and/or the Research Materials (and the publication and licensing of the Research Materials in accordance with clause 9.1) does not and will not infringe any third party's Intellectual Property Rights.]

9.4 For the purposes of this Agreement, "Copyright Statement" means the following statement:

© British Council **[Year of Publication]** licensed under a Creative Commons Attribution Non-Commercial 4.0 International Licence (https://creativecommons.org/licenses/by-nc/4.0/).

[This research was commissioned by the British Council and authored by **insert name of author AND institution if appropriate]**

9 ***Copyright Statement***

9.1 For the purposes of this Agreement, "**Copyright Statement**" means a statement in the following form:

© British Council **[Year of Publication]**. All rights reserved.

Optional additional sentence to add under copyright statement if want to include name of research institution and researcher:

[This research was commissioned by the British Council and authored by **insert name of author AND institution if appropriate]**

Optional additional sentence to add under copyright statement if want research to be available for educational use without needing permission, and Creative Commons licence is not suitable (NB CC-BY-NC licence does not restrict to educational use only):

This publication is for non-commercial educational use and private study use only. If you wish to reproduce, scan, transmit or use this publication or any part of it for another purpose, please contact the British Council for written permission.

Optional additional sentence to add under copyright statement if views expressed in the Research Materials are not those of the British Council:

The views expressed in this research do not necessarily represent those of the British Council and are the researcher's own.

10 Safeguarding and Protecting Children and Vulnerable Adults

10.1 The Researcher warrants that, in relation to all activities in connection with the Project, where any of the Location(s) are in England or Wales, it will comply with all legislation, codes of practice and statutory guidance relevant at any time in such Location(s) to the safeguarding and protection of children and vulnerable adults (including the UN Convention on the Rights of the Child and the Children Act 1989), and with the British Council Safeguarding Policy, as may be amended from time to time.

10.2 Where the Location(s) is/are outside of England or Wales, the Researcher warrants that, in relation to all activities in connection with the Project, it will comply with all legislation, codes of practice, and statutory guidance relevant at any time in the Location(s) to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in the Location(s)), and with the British Council's Safeguarding Policy and Adults at Risk Policy, as may be amended from time to time.

10.3 The Researcher acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006[1], and any regulations made thereunder, as amended from time to time (the "**SVGA**"), and where any of the Location(s) are in England or Wales, it is the "**Regulated Activity Provider**" in respect of any "**Regulated Activity**" (both as defined in the SVGA) carried out in connection with the Project and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in any Location(s) other than England and Wales shall apply in those Location(s).

10.4 The Researcher shall ensure that it is (and that any individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project is):

10.4.1 subject to a valid enhanced disclosure check undertaken through the UK Disclosure & Barring Service, or the equivalent local check (as set out in clause 10.5 below), including a check against the adults' barred list[2] or the children's barred list[3], as appropriate; and

10.4.2 where applicable, the Researcher shall monitor the level and validity of the checks under this clause 10.4 for each member of the Researcher's Team, Relevant Persons, or other individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project.

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1 "Safeguarding Vulnerable Groups Act 2006" means the UK Act, the purpose of which is to make provision in connection with the protection of children and vulnerable adults by preventing those deemed unsuitable to work with children and vulnerable adults (adults at risk), from gaining access through work (whether paid or unpaid).

2 References to the "adults' barred list" means the list maintained by the Disclosure and Barring Service of individuals who are not permitted to work with vulnerable adults in a Regulated Activity if advanced checks reveal information which could potentially make the individual eligible to be on one of the barred list.

3 References to the "children's barred list", means the list maintained by the Disclosure and Barring Service of individuals who are not permitted to work in a Regulated Activity with children.

10.5 Pursuant to clause 10.4.1 above, 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.

10.6 The Researcher must provide to the British Council, documentary evidence of the relevant disclosure and/or criminal records checks carried out pursuant to this clause in advance of undertaking any activities involving children and/or vulnerable adults in connection with the Project.

10.7 The Researcher warrants that at all times during the Term, it is not, and has no reason to believe that any person who is or will be employed or engaged by the Researcher in connection with the Project is, barred from carrying out such employment or engagement.

10.8 The Researcher shall immediately notify the British Council of any information that the British Council reasonably requests to enable the British Council to be satisfied that the obligations of this clause 10 have been met.

10.9 The Researcher shall refer information about any person employed or engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project to the UK Disclosure & Barring Service, or the equivalent local service as set out in clause 10.5, where it removes permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity) because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

10.10 The Researcher shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out activities with children, vulnerable adults and/or Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

10.11 The Researcher shall immediately contact the British Council to report any credible suspicions of, or actual incidents of activity related to the Project which contravene the obligations contained in this clause 10.

10.12 Pursuant to clause 10.11 above, the Researcher shall cooperate fully with investigations into such events, whether led by British Council, End Client (if any) and/or their agents or representatives.

11 Researcher's Liability

11.1 Not Applicable

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

- *The following clause (clause 12 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 Researcher 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 16) in Schedule 4 (Standard Terms) and will be an integral part of clause 16, 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 16 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]

12 <u>[Data Protection] – [NB delete this clause 12 as well as Part B and Part C (and their Appendixes and Annexes), of Schedule 5, if they are not applicable – see guidance note above]</u>

The following clauses will apply in addition to clauses 16.1 to 16.13 (Data Processing) of *Schedule 4*:

Clause 16.15 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. Clause 16.14 also applies to this clause.

"16.15 The Researcher and the British Council shall:

16.15.1 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, Part A, Part B and Part C in order to provide an appropriate

safeguard for that transfer in accordance with Article 46 of the UK GDPR; and

16.15.2 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, Part A, Part B and Part C in order to provide an appropriate safeguard for that transfer in accordance with Article 46 of the EU GDPR."

Schedule 2

Terms of Reference

[Insert here the Terms of Reference issued by the British Council and/or the End Client, which should identify:

- ***the precise scope of the Research Services to be performed for the purpose of the Project;***
- ***any specific objectives including reporting requirements (specifically any dates and requirements relating to the Research Materials, how the Researcher will communicate their results and data); and***
- ***timescales and any key dates by which particular tasks must be performed.]***

Schedule 3

Charges

The Charges for the Research Services will be ***[insert details] [e.g. monthly charge/fixed sum paid against an agreed payment schedule/daily or hourly rates/unit charges/price list for a range of products. If the Agreement is for the provision of research on a daily basis, state the maximum number of days].***

[NB: Include details of any agreed expenses, which may be by cross-reference to the British Council Requirements or the End Client Requirements].

[Note: The following is an example only and can be deleted or adapted as necessary:]

[The Charges set out above are an all inclusive fee except for those additional expenses specifically referred to below, and cover all preparation, report writing and all other work, which is carried out in **[ ]**. It is expected that the Researcher will meet all costs and expenses necessary to provide the Research Services under this Agreement, including, but not restricted to: the costs of salaries, bonuses, superannuation medical and travel insurance, insurance for personal possessions or of any fees payable to personnel employed, or engaged by the Researcher. The Charges are also deemed to cover the cost of personal equipment, non-Working Days and all other costs including clothing, passports and vaccinations, travel to and from the airport, accommodation costs, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Agreement.

In addition to the Charges the British Council will reimburse the Researcher for the following expenses incurred as a direct consequence of the engagement, subject to such expenses being agreed with the British Council separately in advance:

Sums equivalent to a housing and subsistence allowance (to cover accommodation, meals, local travel etc) based on a rate of **[ ]** per month in **[ ]** for up to a maximum of **[ ]**, not exceeding **[ ]**.

Sums equivalent to a subsistence allowance (per diem) based on a rate of **[ ]** per night for each night (Note: EU contracts count nights spent, not 24 hour periods), spent away from the base of missions, assumed to be in **[ ]**. Costs or per diems will not be paid for any time spent outside **[ ]**, unless agreed separately in writing.

Sums equivalent to a travel allowance to cover excess baggage, medical insurance, visa, international flights, domestic travel between the Researcher's full time place of residence (or that of any applicable Relevant Person) and the airport up to a maximum of **[ ]**, based on the rate of **[ ]** per return Economy flight for up to a maximum of **[ ]** flights, over the life of the project from the Researcher's full time place of residence (or that of any applicable Relevant Person) to **[ ]**. All flights must be in economy class.

The Charges and allowances for the Researcher will be reimbursed by the British Council and are fixed for the duration of the Agreement.**]**

Schedule 4

Standard Terms

1 Interpretation

1.1 In this Agreement:

"**Academic Publication**" means the publication of an abstract, article or paper in a journal or an electronic repository, or its presentation at a conference or seminar, and in clauses 10.8 and 10.9, the references to "**Publish**" refer to such publication;

"**Background IPR**" means any Intellectual Property Rights (other than Project IPR) belonging to either party before the Commencement Date or not created in the course of or in connection with the Project;

"**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's Manager**" means the British Council's manager for the Research Services appointed in accordance with clause 3.1.1 of these Standard Terms;

"**British Council Requirements**" means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Researcher in writing or set out on the British Council's website at https://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 Researcher from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

"**Charges**" means the charges, fees and any other sums payable by the British Council to the Researcher as set out in Schedule 3;

"**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, Research Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Researcher (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);

"**Document**" means (whether in hard copy or electronic format) any document, drawing, map, plan, diagram, design, picture or other image, tape, disk, or other device or record embodying information in any form including any web page, information portal, "blog", online content or electronic file;

"**End Client Agreement**" means the agreement (if any) between the End Client (if any) and the British Council relating to the Project in connection with which the Researcher is providing its Research Services as a sub-contractor;

"**End Client Requirements**" means the specific requirements of the End Client (if any), including the terms of the End Client Agreement, as set out in the Special Terms (Schedule 1), the Terms of Reference (Schedule 2) or as otherwise notified to the Researcher in writing;

"**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 Researcher provides the Research 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;

"**Good Data Management Practices**" means:

(a) research data must be generated using sound scientific techniques and processes;

(b) research data must be accurately recorded in accordance with good scientific practices by the individuals conducting the research;

(c) research data must be analysed appropriately, without bias and in accordance with good scientific practices;

(d) research data and results must be stored securely and be easily retrievable; and

(e) data trails must be kept to allow individuals to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research;

"**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;

"**Premises**" means, where applicable, the premises or location of the British Council where the Research Services are to be provided, as notified by the British Council to the Researcher;

"**Project**" means the project in connection with which the Researcher provides its Research Services as further described in the Special Terms (Schedule 1) and/or the Terms of Reference (Schedule 2);

"**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 Research Materials in the course of or in connection with the Project;

"**Relevant Person**" means any individual employed or engaged by the Researcher and involved in the provision of the Research Services, or any agent or contractor or sub-contractor of the Researcher who is involved in the provision of the Research Services and includes the Key Personnel (if any);

"**Request for Information**" means a request for information (as defined in the 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;

"**Research Materials**" means all Documents, data, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed as part of providing the Research Services, including those detailed in the Special Terms (Schedule 1) and/or the Terms of Reference (Schedule 2);

"**Research Services**" means the research to be conducted by the Researcher under this Agreement as set out in the Special Terms (Schedule 1) and/or the Terms of Reference (Schedule 2);

"**Researcher's Equipment**" means any equipment described as "Researcher's Equipment" in Schedule 1 and any other equipment, including tools, systems (including laptops), cabling or facilities provided by the Researcher or its sub-contractors and used directly or indirectly in the supply of the Research Services which are not the subject of a separate agreement between the parties under which title passes to the British Council;

"**Researcher's Team**" means the Researcher and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors which the Researcher engages in any way in relation to the supply of the Research Services; and

"**Third Party IPR**" means any Intellectual Property Rights not belonging to either party to this Agreement but used by the Researcher in the creation of the Research Materials and/or in the course of or in connection with the Project.

1.2 In this Agreement:

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

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

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

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

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

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

(iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities;

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 Researcher's Responsibilities

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

2.2 The Researcher shall meet any dates related to the performance of the Research Services under this Agreement and time shall be of the essence in respect of such dates.

2.3 The Researcher shall comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements.

2.4 The Researcher shall comply with the End Client Requirements (if any) and shall do nothing to put the British Council in breach of the End Client Requirements (if any).

2.5 Where applicable, the Researcher shall, subject to the prior written approval of the British Council, appoint or, at the written request of the British Council, replace without delay any member of the Researcher's Team, each such member to be suitably skilled, experienced and qualified to carry out the Research Services. The Researcher shall not, without the British Council's prior written consent (not to be unreasonably withheld or delayed), replace any of the Key Personnel. The British Council acknowledges that the Researcher will have to replace a member of the Key Personnel where such person leaves the employment of the Researcher, in which case the British Council shall have a right of approval over the proposed replacement (such approval not to be unreasonably withheld or delayed).

2.6 The Researcher shall:

2.6.1 observe, and ensure that, where applicable, the Researcher's Team observes, the British Council's Acceptable Usage Policy, Roam User Policy (where access to the relevant information technology systems has been granted), Information Security Policy and any applicable security policy or health and safety policy notified to the Researcher (including such policies as may be applicable at the Premises) and any reasonable verbal or written instructions or policies issued to the Researcher at any time and shall comply with the legal requirements of any country in which the Research Services are being provided and, if the Researcher fails to do so, the British Council reserves the right to refuse the Researcher's Team access to the Premises and/or to suspend the provision of the Research Services until such time as the Researcher (and, where applicable, the Researcher's Team) is compliant with such policies, instructions or requirements and the British Council shall not be required to pay the Charges in respect of the period of such suspension;

2.6.2 observe, and ensure that, where applicable, the Researcher's Team observes, the British Council Research and Evaluation Ethics Policy at Schedule 6 and obtain consent for human subject research in accordance with that policy and any applicable law;

2.6.3 obtain and at all times maintain and comply with all regulatory and ethical licences, consents and approvals required to enable the Researcher to provide the Research Services (including in relation to the installation of the Researcher's Equipment) in accordance with this Agreement; and

2.6.4 keep complete and accurate records of all research, development and other work carried out in connection with the Project and of all Research Materials, and comply with Good Data Management Practices.

2.7 The Researcher shall not at any time during the Term do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British

Council or the End Client (if any) or their respective officers, employees, agents or contractors.

2.8 If the Researcher is unable to provide the Research Services due to its own illness or injury or the illness or injury of any Relevant Person, the Researcher shall advise the British Council of that fact as soon as reasonably practicable and shall provide such evidence of any Relevant Person's or its own (as the case may be) illness or injury as the British Council may reasonably require. For the avoidance of doubt, no Charges shall be payable to the Researcher in respect of any period during which the Research Services are not provided.

2.9 The Researcher shall use all reasonable endeavours to ensure that it is available at all times on reasonable notice to provide such assistance or information as the British Council may require.

2.10 The Researcher may use another person, firm, company or organisation to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Research Services provided that the British Council will not be liable to bear the cost of such functions.

2.11 Where the Researcher is not an individual, it shall provide one or more Relevant Person(s) to provide the Research Services and shall procure that such Relevant Person(s) comply with the terms of this Agreement to the extent that such terms are applicable to such Relevant Person(s). Notwithstanding the deployment of any such Relevant Person(s), the Researcher shall remain wholly liable to the British Council and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Research Services. The British Council may, in its discretion, require the Relevant Person(s) to enter into direct undertakings with the British Council including with regard to confidentiality and intellectual property.

2.12 Nothing in this Agreement shall prevent the Researcher from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Term provided that such activity does not cause a breach of any of the Researcher's obligations under this Agreement.

2.13 The Researcher shall 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 End Client and the interests of the Researcher itself or any client of the Researcher. The Researcher 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.

2.14 The Researcher warrants that the Researcher's Equipment shall be of satisfactory quality and fit for the purpose of providing the Research Services in accordance with this Agreement.

3 The British Council's Obligations

3.1 The British Council shall:

3.1.1 co-operate with the Researcher in all matters relating to the Research Services and appoint the British Council's Manager in relation to the Research Services, who shall have the authority to represent the British Council on day-to-day matters relating to this Agreement; and

3.1.2 inform the Researcher of all health and safety rules and regulations and any other reasonable security requirements, policies and British Council instructions that apply at the Premises during the Term.

3.2 The Researcher acknowledges and agrees that if it considers that the British Council is not or may not be complying with any of the British Council's obligations, it shall only be entitled to rely on this as relieving the Researcher's performance under this Agreement:

3.2.1 to the extent that it restricts or precludes performance of the Research Services by the Researcher; and

3.2.2 if the Researcher, promptly after the actual or potential non-compliance has come to its attention, has notified details to the British Council in writing.

4 Status

4.1 The relationship of the Researcher to the British Council will be that of independent contractor and nothing in this Agreement shall render the Researcher or any Relevant Person an employee, worker, agent or partner of the British Council and the Researcher shall not hold itself out as such.

4.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Researcher 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:

4.2.1 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 performance of the Research Services, or any payment or benefit received by the Researcher (or, where applicable, any Relevant Person) in respect of the Research Services, where such recovery is not prohibited by law and the Researcher 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

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

4.3 The British Council may at its option satisfy the indemnities set out in clause 4.2 above (in whole or in part) by way of deduction from any outstanding Charges or other payments due to the Researcher.

4.4 Where applicable, the Researcher:

4.4.1 acknowledges and agrees that it is intended that all employees of the Researcher (if any) shall remain employees of the Researcher and that termination of this Agreement (or any part of it) shall not operate to transfer the contracts of employment of any employees to the British Council or any third party; and

4.4.2 shall use all reasonable endeavours to ensure that no member of its staff is deployed in the delivery of the Research Services to such an extent that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (or any applicable equivalent legislation in any relevant jurisdiction, including in the European Union the Acquired Rights Directive (Council Directive 77/187 as amended) and any national legislation enacting to such Directive) may operate to transfer the employment of such member of staff to the British Council or any successor service provider upon termination of this Agreement.

5 Price and Payment

5.1 Unless stated otherwise, the Charges are exclusive of value added tax (VAT) or any equivalent sales tax in any applicable jurisdiction, which, if properly chargeable, the British Council shall pay at the prevailing rate within 30 days following receipt from the Researcher of a valid and accurate tax invoice. 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 Charges, the British Council shall deduct and account for such taxes before paying the remainder of the Charges to the Researcher and shall notify the Researcher in writing of all such sums properly deducted.

5.2 Under current UK legislation it is the responsibility of a supplier to assess its VAT liability for the supply of services. Where UK VAT is applicable, the Researcher's invoice should show all the necessary entries thereon to make it a valid tax invoice for VAT purposes; and in particular it must show the amount of VAT charged separately. However, the British Council may be of the opinion that the Research Services being supplied under this Agreement may not be subject to UK VAT, due to the place of supply not being the UK, and the charging of UK VAT would therefore be inappropriate. The British Council reserves the right to dispute payment of the UK VAT charged by the Researcher until the issue has been resolved by a ruling in writing obtained from HM Revenue & Customs by the Researcher, and that ruling shown to the British Council.

5.3 The Researcher shall indemnify and keep indemnified the British Council from and against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the British Council at any time in respect of the Researcher's failure to account for or to pay any VAT relating to payments made to the Researcher under this Agreement. Any amounts due under this clause 5.3 shall be paid in cleared funds by the Researcher to the British Council not less than seven calendar days before the date on which the tax or other liability is payable by the British Council. The British Council may

grant the Researcher further time to pay where this is deemed appropriate by the British Council taking account of the relevant circumstances.

5.4 Unless stated otherwise, the Researcher shall invoice for the Charges monthly in arrears and all such invoices shall be accompanied by a statement setting out the Research Services supplied in the relevant month in sufficient detail to justify the Charges charged (including any timesheets or other information required by, and to be provided in the format set out in, the British Council Requirements).

5.5 Subject to clauses 5.6 to 5.8 below, the British Council shall, unless agreed otherwise by the parties in writing, pay each of the Researcher's valid and accurate invoices by automated transfer into the Researcher's nominated bank account no later than 30 days after the invoice is received.

5.6 Provided that it notifies the Researcher in writing in advance, and works in good faith to resolve any issues or disputes, the British Council shall be entitled to withhold payment of any sums in respect of any Research Services or Research Materials which have not been provided by the Researcher to the British Council's satisfaction and in accordance with the terms of this Agreement.

5.7 In the event that the British Council makes any overpayment in connection with this Agreement (or any other agreement between the parties), the British Council may, upon written notice to the Researcher, deduct the amount of such overpayment from any future invoice or require repayment of such sum within 30 days after the date on which it serves written notice on the Researcher.

5.8 Where there is an End Client, the British Council shall not be obliged to pay any invoice to the extent that it has not received payment relating to that invoice from the End Client.

5.9 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, the Researcher 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.

6 Quality and Performance

6.1 Any person authorised by the British Council and/or the End Client shall be entitled, subject to reasonable notice, to inspect work being undertaken in relation to the Research Services at all reasonable times at the Researcher's premises or at the premises of any sub-contractor or agent of the Researcher.

6.2 The British Council reserves the right to reject any Research Materials and/or reject or require re-performance (at no additional cost to the British Council) of any Research Services which are defective or which are otherwise not in accordance with the requirements of this Agreement.

6.3 If at any time within 12 months following the date of provision of any Research Services or delivery of any Research Materials, any such Research Services or Research Materials (or any part thereof) are found to be defective or otherwise not in accordance with the

requirements of this Agreement, the Researcher shall promptly on request and without charge, remedy the deficiency by re-performing the Research Services and/or providing replacement Research Materials.

7 Change Control

7.1 If either party wishes to change the scope or provision of the Research Services, it shall submit details of the requested change to the other in writing and such change shall only be implemented if agreed in accordance with the remainder of this clause.

7.2 If the British Council requests a change to the scope or provision of the Research Services:

7.2.1 the Researcher shall, within a reasonable time (and in any event not more than fourteen (14) calendar days after receipt of the British Council's request), provide a written estimate to the British Council of:

(i) the likely time required to implement the change;

(ii) any reasonable variations to the Charges arising directly as a result of the proposed change; and

(iii) any other impact of the change on the terms of this Agreement.

7.2.2 if, following receipt of the Researcher's written estimate submitted in accordance with clause 7.2.1, the British Council does not wish to proceed, there shall be no change to this Agreement; and

7.2.3 if the British Council wishes the Researcher to proceed with the change, the Researcher shall do so after agreement on the necessary variations to the Charges, the Research Services and any other relevant terms of this Agreement to take account of the change following which this Agreement shall be varied by the parties setting out in writing, and signing, the agreed changes in accordance with clause 28.

7.3 If the Researcher requests a change to the scope or provision of the Research Services, it shall send such request to the British Council in writing, accompanied by a written statement of the matters referred to in clause 7.2.1, and the British Council shall withhold or give its consent to such change in its sole discretion. If the British Council wishes the Researcher to proceed with the change, the Researcher shall do so, following a variation of this Agreement in writing in accordance with clause 28.

8 Premises

8.1 Subject to clause 2.6.1, the Researcher shall be entitled to use such parts of the Premises as the British Council may from time to time designate as are necessary for the performance of the Research Services provided that use of the Premises is to be solely for the purposes of providing the Research Services and the Researcher shall neither have nor acquire any right to exclusive possession of part or all of the Premises nor any separate right to occupy or possess part or all of the Premises and nothing in this Agreement shall create a lease or other greater interest in any premises.

8.2 The British Council may refuse to admit to, or order the removal from, the Premises any member of the Researcher's Team or person otherwise acting on behalf of the Researcher

who, in the opinion of the British Council, is not behaving in accordance with the requirements of this Agreement or whose behaviour, conduct or dress, whether at the time the person is seeking admittance to, or at any time the person is present on, the Premises or otherwise, renders that person unfit to be on the Premises or is inappropriate in the context of the country in which the Premises are located. Costs associated with any such refusal of admittance or removal and with the provision of a suitable replacement shall be met by the Researcher and the British Council shall not be required to pay the Charges in respect of any period during which the Researcher is refused admittance to, or removed from, the Premises as a result of this clause.

9 Equipment

9.1 Any British Council Equipment shall remain the property of the British Council and shall be used by the Researcher in the performance of the Research Services and for no other purposes.

9.2 The British Council shall be responsible for the repair or replacement of the British Council Equipment unless the need for repair or replacement is caused by the Researcher's failure to comply with clause 9.3 or by the negligence or default of the Researcher.

9.3 The Researcher shall maintain any British Council Equipment in good and serviceable condition (fair wear and tear excepted) and shall only use the British Council Equipment in accordance with the British Council Equipment manufacturers' recommendations.

9.4 The Researcher shall be liable for any loss of or damage to any of the British Council Equipment caused by the negligence or default of the Researcher.

9.5 The Researcher shall not in any circumstances have any right to refuse to return to the British Council any of the British Council Equipment and shall take steps necessary to ensure that the title of the British Council and the British Council's right to repossess the British Council Equipment are effectively brought to the attention of any third party dealing with any of the British Council Equipment.

10 Intellectual Property Rights and Academic Publication

10.1 Subject to clause 12, each party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Project (and the Researcher shall give the British Council full disclosure of any Third Party IPR it intends to use).

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

10.3 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.

10.4 The Researcher 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.

10.5 The British Council will use reasonable endeavours to ensure that the Researcher is credited as creator of the Research Materials when the British Council makes use of, or reproduces, the Research. The British Council shall ensure that it follows its own Research

and Evaluation Ethics Policy when making any amendments or other changes to the Research Materials.

10.6 Subject to clause 10.5, the Researcher shall procure the waiver of all other moral rights in respect of the use to be made of the Research Materials under this Agreement to which the author(s) may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 or under any similar legislation from time to time in force anywhere in the world.

10.7 The British Council hereby grants to the Researcher an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR and the British Council's Background IPR in, and to the extent necessary for, the performance of the Research Services.

10.8 In addition to the licence under clause 10.7, the British Council hereby grants to the Researcher an irrevocable, royalty-free, non-exclusive right to use the Research Materials for the purpose of academic research and teaching, subject always to the rules on Academic Publication in clauses 10.8 and 10.9 and provided also that the Researcher shall:

10.8.1 not make any use of Research Materials before the British Council has published those Research Materials on the British Council's website or through any other public forum. Where the British Council decides not to publish the Research Materials the Researcher shall obtain prior written consent from the British Council to make use of the Research Materials;

10.8.2 not alter any Research Materials but may use extracts from the Research Materials;

10.8.3 clearly credit the role of the British Council in any use of the Research Materials and, where reasonably practicable, shall include the Copyright Statement in accordance with clause 9 in Schedule 1 in any use of the Research Materials; and

10.8.4 not sublicense the rights in this clause 10.8.

10.9 The Researcher shall submit to the British Council, in writing, details of any Research Materials and any of the British Council's Background IPR that any employee or student of the Researcher intends to Publish, at least 30 days before the date of the proposed Academic Publication. The British Council may, by giving written notice to the Researcher (a "**Confidentiality Notice**"): require the Researcher to delay or withdraw the proposed Academic Publication on reasonable grounds. If the Researcher does not receive a Confidentiality Notice within that period prior to the date of the proposed Academic Publication, the Researcher may proceed with the proposed Academic Publication, provided that, whether or not it has received a Confidentiality Notice has been given, none of the British Council's Background IPR that is Confidential Information may be Published.

10.10 The British Council acknowledges that the Researcher may be required by its funders to demonstrate the Researcher's impact on society and agrees to provide to the Researcher any information which the Researcher reasonably requests in order to allow it to demonstrate that impact provided that, under or pursuant to this clause the Researcher will not be entitled to receive or disclose any of the British Council's Confidential

Information or any information which identifies or allows any living individual to be identified and the information requested and disclosed under or pursuant to this clause will be general in nature.

10.11 The Researcher hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Researcher's Background IPR included in the Research Materials.

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

10.13 The Researcher warrants that it has in place contractual arrangements with all members of the Researcher's Team assigning to the Researcher their Intellectual Property Rights and waiving their moral rights (if any) in the Research Materials to the extent necessary for the Researcher to enter into the assignments, licences and waivers set out in this clause 10.

10.14 The Researcher undertakes and warrants that the Research Materials shall constitute the original work of the Researcher and that no part of the Research Services or the Research Materials shall plagiarise the research of any third party.

10.15 The Researcher 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 10.

10.16 Nothing in this Agreement shall prevent the Researcher 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 British Council's Confidential Information or an infringement of Intellectual Property Rights.

10.17 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.

11 Limitation of Liability

11.1 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.

11.2 Subject to clauses 11.1 and 11.3, 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.

11.3 Nothing in this Agreement shall exclude or restrict the liability of the Researcher to the British Council for any breach by the Researcher of clause 12 (Confidentiality) or clause 16 (Data Protection).

11.4 The Researcher shall take out and maintain adequate insurance cover at least to the level described in the Special Terms (Schedule 1). The Researcher shall provide to the British Council forthwith upon request copies of the relevant certificates and details of any of the insurance cover that it is obliged to have under this clause 11.4.

11.5 Subject to clauses 11.1 and 11.2, the British Council's liability to the Researcher in respect of any one claim or series of linked claims 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 Charges paid or properly invoiced and due to be paid under this Agreement, plus any late payment interest properly chargeable under the terms of this Agreement, in the twelve (12) month period immediately preceding the event which gives rise to the relevant claim or series of linked claims.

11.6 The Researcher shall indemnify the British Council from and against all loss or liability in connection with physical damage to property, death or personal injury caused by or arising out of the negligence of, or breach of this Agreement by, the Researcher or any member of the Researcher's Team.

11.7 The provisions of this clause 11 shall survive the termination of this Agreement, however arising.

12 Confidentiality

12.1 For the purposes of this clause 12:

12.1.1 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

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

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

12.2.1 is given only to such of its staff (or, in the case of the Researcher, the Researcher's Team) and professional advisors or consultants 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

12.2.2 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, in the case of the Researcher, the Researcher's Team) or its professional advisors or consultants otherwise than for the purposes of this Agreement.

12.3 The Researcher shall ensure that all members of the Researcher's Team or professional advisors or consultants are aware of the Researcher's confidentiality obligations under this Agreement.

12.4 The provisions of clauses 12.2 and 12.3 shall not apply to any Confidential Information which:

12.4.1 is or becomes public knowledge (otherwise than by breach of this clause 12);

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

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

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

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

12.5 In the event that the Researcher fails to comply with this clause 12, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

12.6 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 12 will change those provisions applicable under that legislation.

12.7 The Researcher 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.

12.8 Where the British Council receives a Request for Information in relation to information that the Researcher 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 and in any event within five calendar days of receipt, forward the Request for Information to the Researcher and the Researcher shall:

12.8.1 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

12.8.2 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.

12.9 The Researcher 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 Researcher's Confidential Information in accordance with the Information Disclosure Requirements:

12.9.1 in certain circumstances without consulting the Researcher; or

12.9.2 following consultation with the Researcher and having taken its views into account,

provided always that where clause 12.9.1 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 Researcher after any such disclosure.

12.10 The provisions of this clause 12 shall survive the termination of this Agreement, however arising.

13 Termination

13.1 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 Researcher immediately on giving notice to the Researcher if:

13.1.1 the performance of the Research Services is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 33.1) for a period in excess of 28 days;

13.1.2 where the Researcher is a company, there is a change of Control of the Researcher; or

13.1.3 the Researcher or any Relevant Person:

(i) is incapacitated (including by reason of illness or accident) from providing the Research Services for an aggregate period of five (5) Working Days in any two (2) week consecutive period;

(ii) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or

(iii) is in the reasonable opinion of the British Council or the End Client (if any) negligent and incompetent in the performance of the Research Services.

13.2 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:

13.2.1 the other party 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);

13.2.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

13.2.3 the other party ceases, or threatens to cease, to carry on business.

13.3 The British Council shall be entitled to terminate this Agreement at any time with immediate effect (or with effect from such time as the British Council specifies in its notice of termination) by serving written notice on the Researcher if:

13.3.1 the End Client Agreement terminates;

13.3.2 the End Client instructs the British Council in writing to terminate this Agreement;

13.3.3 a provider of funding to the British Council for the Research Services instructs the British Council in writing to terminate this Agreement; or

13.3.4 the funding for the Project is otherwise withdrawn or ceases.

13.4 The British Council may at any time by notice in writing terminate this Agreement with immediate effect if the Researcher is in persistent breach of any of its obligations under this Agreement, whether or not such breach is capable of remedy. For the purposes of this clause 13.4, three or more non-material breaches of the terms of this Agreement may together constitute a persistent breach.

13.5 In any circumstances where the British Council has the right to terminate this Agreement it may instead, by serving written notice on the Researcher, opt to suspend the provision of the Research Services for a reasonable period and the British Council shall not be required to pay any Charges in respect of such period of suspension.

13.6 On termination of this Agreement for any reason the Researcher shall immediately deliver to the British Council:

13.6.1 all copies of information and data provided by the British Council to the Researcher for the purposes of this Agreement and the Researcher shall certify to the British Council that it has not retained any copies of such information or data, except for one copy which the Researcher may use for audit purposes only and subject to the confidentiality obligations in clause 12; and

13.6.2 all specifications, programs (including source codes) and other documentation comprised in the Research Materials and existing at the date of such termination, whether or not then complete and all Intellectual Property Rights in such materials shall automatically pass to the British Council (to the extent that they have not already done so by virtue of clause 10.4).

13.7 If the Researcher fails to fulfil its obligations under clause 13.6, the British Council may enter the Researcher's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Researcher shall be solely responsible for their safe keeping.

13.8 During the period between service of a notice of termination and the effective date of termination, the Researcher shall provide the British Council with all reasonable assistance and information to enable an efficient handover to a new service provider (or to the British Council).

13.9 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.

13.10 The British Council shall pay the Charges up to the effective date of termination. In addition, if the Agreement is terminated by the British Council pursuant to clause 1.2 of the Special Terms (Schedule 1) or by the Researcher pursuant to clause 13.2 above, the British Council shall reimburse the Researcher for the reasonable costs or expenses that the Researcher can demonstrate that it has properly incurred specifically for the purposes of the Project and which it cannot recover or which it cannot utilise in connection with another British Council project provided that the Researcher shall use its reasonable endeavours to mitigate the level of such costs and expenses.

14 Sub-Contracting

14.1 The Researcher may not sub-contract the provision of any material part of the Research Services without the prior written consent of the British Council, such consent not to be unreasonably withheld or delayed.

14.2 Notwithstanding any sub-contracting permitted under clause 14.1, the Researcher shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of its sub-contractors in the performance of the Research Services.

14.3 Where the Researcher enters into a Sub-Contract, the Researcher shall:

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

14.3.2 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 14.3.1 of this Agreement.

14.4 In clause 14.3, "**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.

14.5 The British Council reserves the right to request the replacement of any approved sub-contractor on reasonable grounds.

15 Anti-Corruption, Anti-Collusion and Tax Evasion

15.1 The Researcher undertakes and warrants that it has not offered, given or agreed to give (and that it 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 the Researcher of its obligations under this Agreement.

15.2 The Researcher warrants that it, and any Relevant Person, has and will retain in place, and undertakes that it, and any Relevant Person, will at all times 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.

15.3 The Researcher warrants that:

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

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

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

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

Nothing under this clause 15 is intended to prevent the Researcher from discussing the terms of this Agreement and the Researcher's pricing with the Researcher's professional advisors.

15.4 The Researcher 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 neither the Researcher nor any of the Researcher's suppliers, directors, shareholders or employees (where applicable) is listed:

15.4.1 as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;

15.4.2 as being wanted by Interpol or any national law enforcement body in connection with crime;

15.4.3 as being subject to regulatory action by a national or international enforcement body;

15.4.4 as being subject to export, trade or procurement controls or (in the case of an individual) as being disqualified from being a company director; and/or

15.4.5 as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person,

(together the "**Prohibited Entities**")

15.5 The Researcher warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.

15.6 If any of the Researcher, the Researcher's Team or the Researcher's Team's directors or shareholders (where applicable) is;

15.6.1 listed in a Screening Database for any of the reasons set out in clause 15.4, or

15.6.2 breaches any of its obligations set out in clauses 15.1, 15.2, 15.3 or 15.5;

then the Researcher shall promptly notify the British Council of any such breach(es) and the British Council shall be entitled to take the steps set out at clause 15.7 below.

15.7 In the circumstances described at clause 15.6.1 and/or 15.6.2, without prejudice to any other rights or remedies which the British Council may have, the British Council may:

15.7.1 terminate this Agreement without liability to the Researcher immediately on giving notice to the Researcher; and/or

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

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

15.7.4 share such information with third parties.

15.8 The Researcher shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 15.4.

16 <u>Data Processing</u>

16.1 Clauses 16.1 to 16.14 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.

16.2 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;

"**International Organisation**" has the same meaning as in the 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 for carrying 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 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).

16.3 For the purposes of the Data Protection Legislation, the British Council is the Controller and the Researcher is the Processor in respect of the Personal Data.

16.4 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 the Services are set out in Schedule 5 to this Agreement.

16.5 The Researcher shall:

16.5.1 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 16.6.3);

16.5.2 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;

16.5.3 ensure it has taken all reasonable steps to ensure the reliability and integrity of any employees or other persons authorised to Process the Personal Data;

16.5.4 ensure that any employees or other persons authorised to Process the Personal Data are:

(i) subject to appropriate obligations of confidentiality, and

(ii) subject to adequate training in the use, protection and handling of personal data;

16.5.5 not engage any Sub-Processor to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the British Council and, where such consent is given, the Researcher 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. The British Council reserves the right during this Agreement to request evidence from the Researcher to support compliance with this clause 16.5.5 and the Researcher shall provide such evidence within three working days;

16.5.6 assist and co-operate with the British Council as requested to ensure the British Council's compliance with its obligations under the Data Protection Legislation with respect to:

(i) carrying out and/or reviewing data protection impact assessments where necessary in accordance with Article 35 of the GDPR;

(ii) implementing such technical and organisational measures to enable the British Council to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation, which shall include but not be limited to:

(A) providing Personal Data and details of the Processing of Personal Data to the British Council in response to Data Subjects' exercising their rights of access; and

(B) deleting and/or rectifying Personal Data in response to a request from a Data Subject; and

16.5.7 not Process or otherwise transfer any Personal Data to any Third Country without prior written consent from the British Council and, where such consent is given, (whether in Schedule 5 or separately), the Researcher shall comply with the following conditions;

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

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

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

(iv) only transfer Personal Data to the relevant Third Country where the relevant requirements under Articles 44 to 50 of the GDPR are met.

16.6 The Researcher shall notify the British Council promptly:

16.6.1 if it becomes aware that in following the instructions of the British Council, it shall be breaching the Data Protection Legislation;

16.6.2 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;

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

16.6.4 (and in any event within 3 days) of:

(i) a request received by the Researcher or a Sub-Processor from a Data Subject for access to that person's Personal Data; and

(ii) a complaint or request received by the Researcher or a Sub-Processor from a Data Subject relating to the British Council's obligations under the Data Protection Legislation;

and the Researcher shall provide the British Council with full co-operation and assistance in relation to any such complaint or request including where the complaint or request was received by the Associate, a Sub-Processor or the British Council.

16.7 The Researcher shall:

16.7.1 notify the British Council promptly (and in any event within 24 hours) of becoming aware of any actual, suspected or threatened Personal Data Breach of any component of the Personal Data;

16.7.2 ensure that such notice includes details of the nature of the breach, including the categories and approximate number of Data Subjects and records concerned and the remediation measures being taken to mitigate and contain the breach; and

16.7.3 provide prompt assistance as requested by the British Council following the notification of an actual, suspected or threatened Personal Data Breach referred to in clause 16.7.1

16.8 In the event of a notification under clause 16.7, the Researcher 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.

16.9 The Researcher and its Sub-Processors shall maintain accurate written records of the Processing it carries out in connection with this Agreement and on request by the British Council, make available all information necessary to demonstrate the Researcher's compliance under Data Protection Legislation and the terms of this Agreement.

16.10 The Researcher and its Sub-Processors shall allow for and contribute to audits, including inspections, by the British Council (or its authorised representative) in relation to the Processing of the British Council's Personal Data by the Researcher and its Sub-Processors to support the Researcher in their compliance of clause 16.9.

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

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

16.13 On termination or expiry of this Agreement, the Researcher (or any Sub-Processor) shall, except to the extent it is required to retain a copy by law, stop Processing the Personal Data and return and/or destroy it at the request of the British Council. The Researcher shall return the Personal Data in an open machine-readable format, via a secure agreed route at no cost to the British Council and the Researcher shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.

16.14 These clauses may be amended at any time by the British Council giving at least 30 days' written notice to the other party 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 16.2 to 16.8 and clause 16.13 above

17 Audit

17.1 The Researcher will fully co-operate with and assist the British Council in meeting its audit and regulatory requirements by providing access for the British Council, the End Client, their internal auditors (which shall include, for the purposes of this Agreement the British Council's internal audit, security and operational risk functions), their external auditors or any agents appointed by the British Council and/or the End Client or their regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of the activities and records of the Researcher (and to take copies of records and documents and interview members of the Researcher's Team) relating to the performance of the Research Services and to the accuracy of the Charges. The Researcher shall maintain all records relating to this Agreement (including the provision of the Research Services and the payment of all Charges and expenses) for a period of seven (7) years following the year in which the provision of the Research Services under this Agreement is completed or such longer period as the British Council may notify to the Researcher in writing from time to time.

17.2 The Researcher shall bear its own cost in relation to any reasonable number of audits carried out by the British Council and/or the End Client. Where any audit reveals any breach or non-compliance by the Researcher, the Researcher shall also bear the costs of the British Council and/or the End Client carrying out such audit.

18 Publicity

18.1 The Researcher shall not publicise the terms of this Agreement or use the name of the British Council or any trade name or trade mark used by the British Council or refer to the

British Council in any other way in any press release, promotional literature, publications or advertising material, including any website, “blogs”, social media or other online services, without the prior written consent of the British Council.

18.2 Without prejudice to clause 10.8, the Researcher shall not make any press or other public announcements, or release in any form any marketing or other publicity materials or releases in connection with or arising out of the Research Services without the prior written consent of the British Council. The form and manner of any such announcement or release or materials must also be approved in writing by the British Council.

19 Health and Safety

19.1 The Researcher shall promptly notify the British Council of any health and safety hazards which may arise in connection with the performance of this Agreement, take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by the performance of the Research Services and notify the British Council of any incident occurring on the Premises or otherwise in connection with the provision of the Research Services which causes or could give rise to personal injury.

19.2 The Researcher shall take all necessary measures to comply with the requirements of the Health & Safety at Work Etc Act 1974 (or any equivalent legislation in any applicable jurisdiction) and any other acts, orders, regulations and codes of practice (including any approved codes of practice) relating to health and safety, which may apply to the performance of this Agreement.

20 Employees

20.1 The Researcher agrees that it will not, without the prior written consent of the British Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term or for a period of six (6) months following termination, solicit or entice, or endeavour to solicit or entice away from the British Council any person employed by the British Council and involved directly in the receipt or use of the Research Services.

21 Safeguarding and Protecting Children and Vulnerable Adults

21.1 The Researcher 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 the Researcher acknowledges may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks[4].

21.2 The Researcher must provide to the British Council, documentary evidence of the relevant disclosure and/or the criminal records checks in advance of undertaking any activities

[4] 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)

involving children and/or vulnerable adults in connection with the Project under this Agreement.

21.3 In addition, the Researcher will ensure that, where it engages any other party to supply any of the Research Services under this Agreement, that party will also comply with the same requirements as if they were a party to this Agreement.

22 Anti-slavery and human trafficking

22.1 The Researcher shall:

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

22.1.2 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;

22.1.3 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

22.1.4 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.

22.2 If the Researcher fails to comply with any of its obligations under clause 22.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

22.2.1 terminate this Agreement without liability to the Researcher immediately on giving notice to the Researcher; and/or

22.2.2 require the Researcher to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Researcher (and the Researcher shall take all such steps); and/or

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

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

23 Equality, Diversity, Inclusion and Environment

23.1 The Researcher 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.

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

23.3 The Researcher shall comply with all applicable legislation, codes of practice, and statutory guidance relevant to the protection of the environment.

23.4 The Researcher shall comply with any environmental policies or guidelines included in the British Council Requirements as amended from time to time.

23.5 The Researcher shall ensure that any Services or, where applicable, Goods are designed, sourced and delivered in a manner which is environmentally and socially responsible.

24 Duty to prevent sexual harassment

24.1 In this clause:

"**British Council Personnel**" means all employees, workers, officers, casual workers, agency workers, apprentices, volunteers, interns and self-employed contractors employed by, or providing services personally to, the British Council or any British Council Entity;

"**Employment Liabilities**" means any costs, claims, demands, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including, without limitation, those incurred by or attributed to any British Council Entity and any uplift in compensation awarded by an Employment Tribunal for failure to comply with section 40A Equality Act 2010.

"**Researcher Personnel**" means

(a) all employees, workers, officers, partners, LLP members, casual workers, agency workers, apprentices, volunteers, interns, self-employed contractors and sub-contractors employed by, or providing services personally to, the Researcher;

(b) any individual employed or engaged by the Researcher providing the Research Services personally to the British Council; and

(c) any other individual employed or engaged by a third-party providing the Research Services to the Researcher (or any sub-contractor of any tier) who British Council Personnel may interact with during the provision of the Research Services

24.2 The Researcher warrants to the British Council for its benefit and the benefit of the British Council Entities that it:

24.2.1 has, at all relevant times, complied with section 40A of the Equality Act 2010;

24.2.2 will, at all times during the Term of this Agreement, take reasonable steps to prevent the sexual harassment of British Council Personnel by any Researcher Personnel;

24.2.3 will notify the British Council upon request of the steps it has taken under clauses 24.2.1 and 24.2.2 above and take such further steps to prevent sexual harassment of British Council Personnel as are reasonably requested by the British Council;

24.2.4 will immediately notify the British Council of any matter involving British Council Personnel which could amount to sexual harassment within the meaning of section 26(2) Equality Act 2010; and

24.2.5 will ensure that obligations similar to those contained in this clause 24.2 and clause 24.5 below are included in any contract which it enters into with a sub-contractor (of any tier) whose staff may interact with British Council Personnel.

24.3 The Researcher shall indemnify the British Council (for its benefit and the benefit of any British Council Entities) for and against all Employment Liabilities whatsoever or

howsoever arising incurred or suffered by the British Council or any British Council Entity in relation to:

24.3.1 breach by the Researcher of its obligations under clause 24.2 of this Agreement; and

24.3.2 any allegation or claim made by any British Council Personnel that they have been sexually harassed by any Researcher Personnel.

24.4 The British Council warrants to the Researcher that it:

24.4.1 has, at all relevant times complied with section 40A of the Equality Act 2010;

24.4.2 will use reasonable endeavours during the Term of this Agreement, to take reasonable steps to prevent the sexual harassment of Researcher Personnel by any British Council Personnel;

24.4.3 will as soon as is reasonably practicable upon discovery thereof, notify the Researcher of any matter involving Researcher Personnel which could amount to sexual harassment within the meaning of section 26(2) Equality Act 2010; and

24.4.4 will use reasonable endeavours to ensure that obligations similar to those contained in this clause 24.4 and clause 24.5 below are included in any contract which it enters into with a sub-contractor (of any tier) whose staff may interact with Researcher Personnel.

24.5 If an allegation of sexual harassment is made by a member of one party's staff involving a member of the other party's staff, each party agrees that:

24.5.1 subject to any restriction imposed by law and provided there is no prejudice to any criminal investigation or criminal proceedings, they will:

(i) provide free of charge all such reasonable assistance and information as the other party may reasonably request relating to such allegations to enable them to be properly investigated;

(ii) upon advance written notice provide the other party with access to all documents, records or other information relevant to the allegations of sexual harassment and permit access on reasonable notice to such members of staff as may be necessary to assist the other party in their investigation subject to the relevant staff member consenting to such access. Such access shall be provided having due regard to applicable confidentiality obligations, including but not limited to the obligations set out in clause 12 and in compliance with all relevant data protection and privacy laws as well as the obligations set out in clause 16;

(iii) preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating the allegations in their possession without first obtaining the other party's consent to such waiver, such consent not to be unreasonably withheld; and

(iv) provide such other reasonable assistance as the other party may reasonably request to ensure a proper and timely investigation into the sexual harassment allegations.

24.5.2 whilst the investigation is ongoing or if, following internal disciplinary procedures where allegations of sexual harassment are upheld, either party may acting reasonably, refuse access to their premises to, or refuse to allow contact with their staff members to, the alleged perpetrator of sexual harassment or any other individual believed by that party to present a security threat; and

24.5.3 if, following internal disciplinary procedures where allegations of sexual harassment are upheld, both parties will comply with any reasonable request to:

(i) remove any perpetrator of sexual harassment from performance of the Research Services provided under this Agreement. If such removal is of any Researcher Personnel, the Researcher shall ensure that if required, such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Research Services; and

(ii) put in place measures to mitigate the risk of further contact between the perpetrator and victim of sexual harassment or to mitigate the risk of any recurrence of sexual harassment.

25 Assignment

25.1 The Researcher 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.

25.2 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 Researcher 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 25.2.

26 Waiver

26.1 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.

27 Entire agreement

27.1 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.

28 Variation

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

29 Severance

29.1 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.

30 Counterparts

30.1 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.

31 Third party rights

31.1 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 25 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

31.2 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).

32 No partnership or agency

32.1 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.

33 Force Majeure

33.1 Subject to clauses 33.1 and 33.2, 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.

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

33.2.1 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;

33.2.2 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

33.2.3 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.

33.3 Nothing in this clause 33 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 33.1).

34 Notice

34.1 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:

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

34.1.2 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;

34.1.3 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

34.1.4 by email to the relevant email address specified in clause 6.1 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.

34.2 To prove service of notice under clauses 34.1.1 to 34.1.3 above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

35 Governing Law and Dispute Resolution Procedure

35.1 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.

35.2 Subject to the remainder of this clause 35.1, 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.

35.3 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 35.3, either party may commence proceedings in accordance with clause 35.2.

35.4 Nothing in this clause 35 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

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]*

Part B

[Guidance notes for Part B

When to include this Part B:

1 *This Part B must be included if personal information or data will be transferred from the British Council (UK charity) to the Researcher where the Researcher will store, host, access or use or otherwise process that information or data in a country that is not listed in the Note for Data Protection in the Special Terms (Schedule 1); and where the British Council is a controller and the Researcher is a processor.*

2 *If the Researcher is not a processor, then please contact the British Council's Information Governance & Risk Management Team (InfoGovernance@britishcouncil.org) for further guidance, as amendments will be required to this Part B.*

3 *If the Researcher will only store, host, access or use or otherwise process personal data or information only in a country or countries that are listed in the Note for Data Protection in the Special Terms (Schedule 1), then this Part B can be deleted entirely.*

How to complete this Part B:

1 *Details that need to be completed by users of this Global Model Contracts Portal template in this Part Bare highlighted in yellow.* ***No other amendments may be made to this Part B without approval from the British Council's Information Governance & Risk Management Team.***

2 *If you have questions about the information that needs to be added where highlighted in yellow, please contact the British Council's Information Governance & Risk Management Team (InfoGovernance@britishcouncil.org) for further guidance.*

Delete these guidance notes before finalising and signing the Agreement.]

Part B

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

VERSION B1.0, in force 21 March 2022

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

1.1 Part 1: Tables

Table 1: Parties

Start date	As stated on the front page of the wider contract into which this Addendum is incorporated	
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Full legal name: British Council Trading name (if different): N/A Main address (if a company registered address): 1 Redman Place, Stratford, London E20 1JQ Official registration number (if any) (company number or similar identifier): Incorporated by Royal Charter and registered as a charity under number 209131 in England & Wales and number SC037733 in Scotland	Full legal name: As stated on the front page of the wider contract into which this Addendum is incorporated Trading name (if different): …….. Main address (if a company registered address): As stated on the front page of the wider contract into which this Addendum is incorporated Official registration number (if any) (company number or similar identifier): As stated on the front page of the wider contract into which this Addendum is incorporated
Key Contact	Full Name (optional): …….. Job Title: …….. Contact details including email: ……..	Full Name (optional): …….. Job Title: …….. Contact details including email: ……..

Signature (if required for the purposes of Section 2)	Not required	Not required

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	☒ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Approved EU SCCs of 4.6.2021 Reference (if any): N/A Other identifier (if any): Set out in Schedule 5, Part B to the wider contract into which this Addendum is incorporated Or ☐ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:

Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						
2						
3						
4						

Table 3: Appendix Information

"**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: Refer to the completed Approved EU SCCs in Schedule 5, Part B to the wider contract into which this Addendum is incorporated
Annex 1B: Description of Transfer: Refer to the completed Approved EU SCCs in Schedule 5, Part B to the wider contract into which this Addendum is incorporated
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Refer to the completed Approved EU SCCs in Schedule 5, Part B to the wider contract into which this Addendum is incorporated
Annex III: List of Sub processors (Modules 2 and 3 only): Refer to the completed Approved EU SCCs in Schedule 5, Part B to the wider contract into which this Addendum is incorporated

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer ☒ Exporter ☐ neither Party

1.2 Part 2: Mandatory Clauses

Entering into this Addendum

1 Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.

2 Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

Interpretation of this Addendum

3 Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.

Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.
UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4 This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.

5 If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.

6 If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.

7 If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.

8 Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

Hierarchy

9 Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.

10 Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.

11 Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

Incorporation of and changes to the EU SCCs

12 This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:

(a) together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;

(b) Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and

(c) this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.

13 Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.

14 No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.

15 The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:

(a) References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;

(b) In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";

(c) Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";

(d) Not applicable;

(e) Clause 8.8(i) of Modules 2 and 3 is replaced with:

"the onward transfer is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer;"

(f) References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "UK Data Protection Laws". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of UK Data Protection Laws;

(g) References to Regulation (EU) 2018/1725 are removed;

(h) References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "UK";

(i) Not applicable;

(j) Clause 13(a) and SECTION IVANNEX IC of SECTION IVANNEX I are not used;

(k) The "competent supervisory authority" and "supervisory authority" are both replaced with the "Information Commissioner";

(l) In Clause 16(e) subsection (i) is replaced with:

"the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply;";

(m) Clause 17 is replaced with:

"These Clauses are governed by the laws of England and Wales.";

(n) Clause 18 is replaced with:

"Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts."; and

(o) The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnote 2.

Amendments to this Addendum

16 The Parties may agree to change Clause 17 and/or Clause 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.

17 If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.

18 From time to time, the ICO may issue a revised Approved Addendum which:

(a) makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or

(b) reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

19 If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 "Ending the Addendum when the Approved Addendum changes", will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:

(a) its direct costs of performing its obligations under the Addendum; and/or

(b) its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

20 The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

1.3 Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

Part C

[Guidance notes for Part C

When to include this Part C:

1 *This Part C must be included if information relating to identified or identifiable living people will be transferred from the British Council (UK charity) to the Researcher where the Researcher will store, host, access or otherwise use that information in a country that is* ***not*** *listed in the Note for Data Protection in the Special Terms (Schedule 1) and the Researcher will only store, host, access or otherwise use that information in accordance with the British Council's instructions.*

2 *If the Researcher will store, host, access or otherwise use that information for its own purposes and is not intending only to follow the British Council's instructions in relation to the information, then please contact the British Council's Information Governance & Risk Management Team (InfoGovernance@britishcouncil.org) for further guidance, as a different set of standard contractual clauses will be necessary to include in this Part C.*

3 *If the Researcher will only store, host, access or otherwise use that information in a country that* ***is*** *listed in the Note for Data Protection in the Special Terms (Schedule 1), then this Part C can be deleted entirely.*

How to complete this Part C:

4 *Details that need to be completed by users of this Global Model Contracts Portal template in this Part C are highlighted in yellow.* ***No other amendments may be made to this Part C without approval from the British Council's Information Governance & Risk Management Team.***

5 *If you have questions about the information that needs to be added where highlighted in yellow, please contact the British Council's Information Governance & Risk Management Team (InfoGovernance@britishcouncil.org) for further guidance.*

Delete these guidance notes before finalising and signing the Agreement.]

Part C

STANDARD CONTRACTUAL CLAUSES

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "**entity/ies**") transferring the personal data, as listed in ANNEX I.A (hereinafter each "**data exporter**"), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in ANNEX I.A. (hereinafter each "**data importer**")

have agreed to these standard contractual clauses (hereinafter: "**Clauses**").

(c) These Clauses apply with respect to the transfer of personal data as specified in ANNEX I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8 - 8.1(b), 8.9(a), (c), (d) and (e);

(iii) Clause 9 - Clause 9(a), (c), (d) and (e);

(iv) Clause 12 - Clause 12(a), (d) and (f);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16(e);

(viii) Clause 18 - Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in ANNEX I.B.

Clause 7 - Optional

Docking clause

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing ANNEX I.A.

(b) Once it has completed the Appendix and signed ANNEX I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in ANNEX I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in SECTION IVANNEX II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in ANNEX I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "**personal data breach**"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in ANNEX II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where

possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "**sensitive data**"), the data importer shall apply the specific restrictions and/or additional safeguards described in ANNEX I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union[5] (in the same country as the data importer or in another third country, hereinafter "**onward transfer**") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

(i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

(iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

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[5] The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

(a) The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least 30 days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.[6] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including

[6] This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in ANNEX II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

(a) The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or

services to them, or whose behaviour is monitored, are located, as indicated in ANNEX I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[7];

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied

[7] As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV– FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

(iv) In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18

Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of Ireland.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

1. Name: British Council

Address: 1 Redman Place, Stratford, London E20 1JQ

Contact person's name, position and contact details: Jonathan Gray, Group Data Protection Officer (InfoGovernance@britishcouncil.org)

Activities relevant to the data transferred under these Clauses: The British Council is a registered charity, an executive non-departmental public body and a public corporation and builds connections, understanding and trust between people in the UK and other countries through arts and culture, education and the English language. It works on the ground in more than 100 countries

Signature and date: ……..

Role (controller/processor): Controller

Data importer(s)*: [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1. Name: The Researcher, as defined in the wider contract into which these Clauses are incorporated

Address: As stated on the front page of the wider contract into which these Clauses are incorporated

Contact person's name, position and contact details: ……..

Activities relevant to the data transferred under these Clauses: ……..

Signature and date: ……..

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

As specified in Part A of Schedule 5 to the wider contract into which these Clauses are incorporated

Categories of personal data transferred

As specified in Part A of Schedule 5 to the wider contract into which these Clauses are incorporated

Sensitive data transferred (if applicable) and applied restrictions or safeguards that 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.

.....

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

.....

Nature of the processing

As specified in Part A of Schedule 5 to the wider contract into which these Clauses are incorporated

Purpose(s) of the data transfer and further processing

As specified in Part A of Schedule 5 to the wider contract into which these Clauses are incorporated

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As specified in Part A of Schedule 5 to the wider contract into which these Clauses are incorporated

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As specified in Part A of Schedule 5 to the wider contract into which these Clauses are incorporated

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

Data Protection Commission of Ireland

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

If you have enquiries about the British Council possible measure for this Agreement, then please contact the British Council's Information Governance & Risk Management Team (InfoGovernance@britishcouncil.org) for further guidance - ***Delete this paragraph before finalising and signing the Agreement***

[Examples of possible measures:

- *Measures of pseudonymisation and encryption of personal data*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services*
- *Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing*
- *Measures for user identification and authorisation*
- *Measures for the protection of data during transmission*
- *Measures for the protection of data during storage*
- *Measures for ensuring physical security of locations at which personal data are processed*
- *Measures for ensuring events logging*
- *Measures for ensuring system configuration, including default configuration*
- *Measures for internal IT and IT security governance and management*
- *Measures for certification/assurance of processes and products*
- *Measures for ensuring data minimisation*
- *Measures for ensuring data quality*
- *Measures for ensuring limited data retention*
- *Measures for ensuring accountability*
- *Measures for allowing data portability and ensuring erasure]*

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

……..

ANNEX III – LIST OF SUB-PROCESSORS

The controller has authorised the use of the following sub-processors:

1 Name: ……..

Address: ……..

Contact person's name, position and contact details: ……..

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ……..

Schedule 6

British Council Research Ethics

Research Ethics Policy



Research Ethics Policy 2024.pdf

For an overview of our organisational research culture and approach to research, visit: Research at the British Council | British Council