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## **ANNEX 1. MANDATORY KEY TERMS TO BE INCORPORATED INTO THE CONTRACT WITH THE SUCCESSFUL SUPPLIER FOR THE ONLINE PAYMENTS SYSTEM IN PAKISTAN**

**Note:** *In the event of any conflict, these key terms shall take precedence over the conflicting contract terms proposed by the successful supplier.*

### **1. Interpretation**

#### **1.1** The definitions and rules of interpretation in this clause apply in this Agreement.

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

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

**“Code”** means the UK Department of Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of that Act) (November 2004) as may be updated or re-issued from time to time and any other relevant codes of practice published by the Department of Constitutional Affairs or its successor bodies.

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

**“Environmental Information Regulations”** means the UK 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 Supplier provides the Services.

**“FOIA”** means the UK 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.

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

- (a) the Code;
- (b) the FOIA; and
- (c) the Environmental Information Regulations.

**“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.

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

**“Services”** means the online payment services to be supplied, and obligations to be performed, by the Supplier under this Agreement.

## 1.2 In this Agreement:

- 1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;
- 1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

- (a) services being provided to, or other activities being provided for, the British Council;
- (b) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
- (c) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,

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

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

## **2. Quality of Services**

- 2.1 The Supplier warrants to the British Council that:

- 2.1.1 the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards;
- 2.1.2 the Services will conform with all descriptions and specifications provided to the British Council by the Supplier; and
- 2.1.3 the Services will be provided in accordance with all applicable legislation from time to time in force.

- 2.2 The provisions of this clause 2 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by the Supplier.

## **3. Sub-contracting**

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

- 3.2 Notwithstanding any sub-contracting permitted under clause 3.1, the Supplier shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of its sub-contractors in the performance of the Services.

- 3.3 Where the Supplier enters into a Sub-Contract, the Supplier shall:

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

3.3.2 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 3.3.1 of this Agreement.

3.4 In clause 3.3, “**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.

#### **4. Intellectual property rights**

4.1 The Supplier warrants and undertakes to the British Council that the provision and use of the Services in accordance with this Agreement does not and will not infringe any third party’s Intellectual Property Rights.

#### **5. Confidentiality**

5.1 For the purposes of this clause 5:

5.1.1 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

5.1.2 the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.

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

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

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

5.3 The provisions of clause 5.2 shall not apply to any Confidential Information which:

5.3.1 is or becomes public knowledge (otherwise than by breach of this clause 5);

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

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

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

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

5.4 In the event that the Supplier fails to comply with this clause 5, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

5.5 The Supplier 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.

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

5.6.1 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

5.6.2 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.

5.7 The Supplier 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 Supplier's Confidential Information in accordance with the Information Disclosure Requirements:

5.7.1 in certain circumstances without consulting the Supplier; or

5.7.2 following consultation with the Supplier and having taken its views into account,

provided always that where clause 5.7.1 above applies, the British Council shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Supplier after any such disclosure.

5.8 The provisions of this clause 5 shall survive the termination of this Agreement, however arising.

## **6. Data Processing**

6.1 In this clause:

6.1.1 **"Controller"** means a "controller" for the purposes of the GDPR;

6.1.2 **"Data Protection Legislation"** means 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 GDPR and/or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, supervisory authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

- 6.1.3 **"Data Subject"** has the same meaning as in the Data Protection Legislation;
- 6.1.4 **"GDPR"** means the General Data Protection Regulation (EU) 2016/679;
- 6.1.5 **"Personal Data"** means "personal data" (as defined in the Data Protection Legislation) that are Processed under this Agreement;
- 6.1.6 **"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;
- 6.1.7 **"Processing"** has the same meaning as in the Data Protection Legislation and **"Process"** and **"Processed"** shall be construed accordingly;
- 6.1.8 **"Processor"** means a "processor" for the purposes of the GDPR; and
- 6.1.9 **"Sub-Processor"** means a third party engaged by the Processor to carrying out processing activities in respect of the Personal Data on behalf of the Processor.
- 6.2 The GDPR applies to the Processing of Personal Data in the context of the activities of the British Council, regardless of whether the Processing takes place in the European Union or not.
- 6.3 **Supplier as a Processor:** The parties acknowledge and agree that to the extent the Supplier operates and manages an electronic commerce platform and facilitates payment transactions on the British Council's websites or applications, the Supplier is acting as a Processor on behalf of the British Council and is processing Personal Data in accordance with the table below.

SCOPE OF DATA PROCESSING WHEN THE SUPPLIER IS ACTING AS A PROCESSOR ON BEHALF OF THE BRITISH COUNCIL	
The Processing concerns the following categories of Data Subjects:	
Consumers and customers.	
The Processing concerns the following categories of Personal Data:	
Personal Data necessary to manage the electronic commerce platform and to process payment	

transactions such as: cardholder name, email address, unique customer identifier, order ID, bank account details, payment card details, card expiration date, CVC code, date/time/amount of transaction, merchant name/ID and location.
<b>The Processing concerns the following categories of Sensitive Data (if applicable):</b>  <i>Sensitive Data means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data, data concerning health, sex life or sexual orientation.</i>
N/A.
<b>The Processing concerns the following categories of data Processing activities:</b>  Managing an e-Commerce platform and facilitating payment transactions on behalf of the British Council.

- 6.4 **Supplier as a Controller:** The parties acknowledge and agree that to the extent the Supplier processes Personal Data involved in payment transactions to: (1) monitor, prevent and detect fraudulent payment transactions; (2) comply with legal or regulatory obligations applicable to the processing and retention of payment data to which the Supplier is subject, including applicable anti-money laundering screening and compliance with know-your-customer obligations; and (3) improve the Supplier's products and services, the Supplier is acting as a Controller and has the sole and exclusive authority to determine the purposes and means of the Processing of Personal Data it receives from or through the British Council or in accordance with the table below.

<b>SCOPE OF DATA PROCESSING WHEN THE SUPPLIER IS ACTING AS A CONTROLLER</b>
<b>The Processing concerns the following categories of Data Subjects:</b>  Consumers and customers.
<b>The Processing concerns the following categories of Personal Data:</b>  Cardholder name, email address, unique customer identifier, order ID, bank account details, payment card details, card expiration date, CVC code, date/time/amount of transaction, merchant name/ID and location.
<b>The Processing concerns the following categories of Sensitive Data (if applicable):</b>  Sensitive Data means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data, data concerning health, sex life or sexual orientation.

N/A.

**The Processing concerns the following categories of data Processing activities:**

- Providing the Supplier products and services to users;
- Monitoring, preventing and detecting fraudulent payment transactions;
- Complying with legal or regulatory obligations applicable to the financial sector to which the Supplier is subject, including applicable anti-money laundering screening and compliance with know-your-customer obligations; and
- Analysing, developing and improving the Supplier's products and services.

Obligations on the Supplier as a Processor

- 6.5 To the extent the Supplier is acting as a Processor on behalf of the British Council, the remainder of this clause 6 shall apply.
- 6.6 The Supplier shall comply with its obligations under the Data Protection Legislation and shall, in particular:
- 6.6.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carry out its duties under this Agreement and in accordance with the British Council's written instructions and this clause (unless otherwise required by European Union laws or the laws of the European jurisdiction in which the Supplier Processes the Personal Data; or unless otherwise required by laws outside the European Union in which the Supplier Processes the Personal Data as referred to in 6.11);
- 6.6.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 6.6.3 not transfer the Personal Data outside of the European Union (if any Personal Data is Processed within the European Union under this Agreement) without the prior written consent of the British Council and where such consent is given the Supplier shall:
- (a) provide appropriate safeguards in relation to the transfer;
  - (b) ensure the Data Subject has enforceable rights and effective legal remedies;



- (c) comply with applicable obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (d) comply with reasonable instructions notified to it in advance by the British Council with respect to the Processing of the Personal Data;
- 6.6.4 ensure that any employees or other persons authorised to process the Personal Data are subject to appropriate obligations of confidentiality;
- 6.6.5 not engage any Sub-Processor to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the British Council and, where such consent is given, procuring by way of a written contract that such Sub-Processor will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this clause and may upon request provide evidence of the same to the British Council within three working days;
- 6.6.6 notify the British Council, as soon as reasonably practicable, about any request or complaint received by the Supplier or a Sub-Processor from Data Subjects without responding to that request (unless authorised to do so by the British Council) and assist the British Council by technical and organisational measures, insofar as possible, for the fulfilment of the British Council's obligations in respect of such requests and complaints including where the requests and/or complaint was received by the Supplier, a Sub-Processor or the British Council;
- 6.6.7 notify the British Council immediately on becoming aware of a Personal Data Breach;
- 6.6.8 assist the British Council in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
- 6.6.9 maintain accurate written records of the Processing it carries out in connection with this Agreement and on request by the British Council, make available all information necessary to demonstrate the Supplier's compliance under Data Protection Legislation and the terms of this Agreement.
- 6.7 The Supplier 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 Supplier and its Sub-Processors to support the Supplier in their compliance of clause 6.6.9.
- 6.8 On termination or expiry of this Agreement, the Supplier (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 Supplier shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.

- 6.9 In the event of a notification under clause 6.6.7, the Supplier 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.
- 6.10 The Supplier 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.
- 6.11 If the Supplier believes it is under a legal obligation to Process the Personal Data other than in accordance with the British Council's instructions it will provide the British Council with details of such legal obligation, unless the law prohibits such information on important grounds of public interest.
- 6.12 The Supplier 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 Supplier (or any Sub-Processor) of (a) its data protection obligations under this Agreement; or (b) the Supplier (or any Sub-Processor acting on its behalf) acting outside or contrary to the lawful instruction of the British Council.
- 6.13 These clauses may be amended at any time by the British Council giving at least 30 days' written notice to the other stating that applicable controller to processor standard clauses laid down by the European Commission or adopted by the UK Information Commissioner's office or other supervisory authority are to be incorporated into this Agreement and replace clauses 6.6 to 6.9 above.

## **7. Publicity**

- 7.1 The Supplier 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.

## **8. Anti-Corruption and Collusion**

- 8.1 The Supplier 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 Supplier of its obligations under this Agreement.
- 8.2 The Supplier warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery and fraud within its organisation and in connection with its dealings with other parties.
- 8.3 The Supplier warrants that it has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Agreement (including in respect of pricing under this Agreement). Nothing under this clause 8.3 is intended to prevent the Supplier from discussing the terms of this Agreement and the Supplier's pricing with the Supplier's professional advisors.

- 8.4 The Supplier acknowledges and agrees that British Council may, at any point during the term of this Agreement and on any number of occasions, carry out searches of relevant third party screening databases (each a “**Screening Database**”) to ensure that neither the Supplier nor any of the Supplier’s suppliers, directors, shareholders or employees (where applicable) is listed:
- 8.4.1 as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;
  - 8.4.2 as being wanted by Interpol or any national law enforcement body in connection with crime;
  - 8.4.3 as being subject to regulatory action by a national or international enforcement body;
  - 8.4.4 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
  - 8.4.5 as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person.
- 8.5 If the Supplier or any of the Supplier’s suppliers, directors, shareholders or employees (where applicable) is listed in a Screening Database for any of the reasons set out in clause 8.4, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
- 8.5.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or
  - 8.5.2 require the Supplier to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Supplier (and the Supplier shall take all such steps); and/or
  - 8.5.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
  - 8.5.4 share such information with third parties.
- 8.6 The Supplier shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 8.4.
- 9. Anti-slavery and human trafficking**
- 9.1 The Supplier shall:
- 9.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;

- 9.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
- 9.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the British Council from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
- 9.1.4 notify the British Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.

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

- 9.2.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or
- 9.2.2 require the Supplier to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Supplier (and the Supplier shall take all such steps); and/or
- 9.2.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
- 9.2.4 share with third parties information about such non-compliance.

## **10. Safeguarding and Protecting Children and Vulnerable Adults**

10.1 The Supplier 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 Child Protection Policy, as notified to the Supplier and amended from time to time.

## **11. Equality, Diversity and Inclusion**

- 11.1 The Supplier shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 11.2 The Supplier shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

## **12. Termination**

12.1 Without prejudice to any other rights or remedies to which the British Council may be entitled, the British Council may terminate this Agreement without liability to the Supplier if:

- 12.1.1 the Supplier commits any breach of its obligations under this Agreement and fails to remedy that breach within 14 days of receiving written notice from the British Council requiring its remedy; or
  - 12.1.2 an order is made, or a resolution is passed for the winding up of the Supplier, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Supplier; or
  - 12.1.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supplier, or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder; or
  - 12.1.4 a receiver is appointed of any of the Supplier's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier, or if any other person takes possession of or sells the Supplier's assets; or
  - 12.1.5 the Supplier makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
  - 12.1.6 the Supplier ceases, or threatens to cease, to trade; or
  - 12.1.7 there is a change of Control of the Supplier; or
  - 12.1.8 the Supplier takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 12.2 On termination of this Agreement for any reason, the Supplier shall immediately deliver to the British Council all copies of information or data provided by the British Council to the Supplier for the purposes of the Agreement. The Supplier shall certify to the British Council that it has not retained any copies of such information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in clause 5.
- 12.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.