Agreement for the purchase of professional or consultancy services

(short form)

The British Council:	**[THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 1 Redman Place, Stratford, London E20 1JQ**] 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 Supplier	**[*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 Supplier undertake to observe in the performance of this Agreement.

The Supplier shall supply to the British Council, and the British Council shall acquire and pay for, the services and / or goods (if any) described in Schedule 1 and/or Schedule 2 on the terms of this Agreement.

Schedules

Schedule 1	Special Terms
Schedule 2	Specification
Schedule 3	Charges
Schedule 4	Standard Terms
Schedule 5	Data Processing Schedule

This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by or on behalf of the Supplier.

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 [*insert name of Supplier*]

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

Schedule 1

Special Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

For the purposes of the provision of the Services and any Goods, the terms of this Agreement shall prevail over any other terms and conditions issued by the British Council (whether on a purchase order or otherwise).

1 Commencement Date and Term

1.1 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 Supplier 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 Supplier.

2 Key Personnel

[Note: Only use this provision where the British Council has agreed to appoint the Supplier on the basis that the services of certain key individuals will be supplied]

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

3 Working Hours

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

4 Supplier's Liability

[NB *please note the following guidance on when to include this clause:*

- ***Unless this clause is relevant (see final point below), it must be deleted before sending the Agreement to the Supplier. Please do not send the Supplier a form of the Agreement which includes this clause.***
- ***The British Council's standard position is that the Supplier should not be entitled to limit its liability other than to the extent already set out in clause 8 of Schedule 4.***

- ***This clause should only be included if the Supplier has requested the ability to limit its liability and the British Council has agreed this as part of the negotiations. For more advice on limitation of liability please see the accompanying guidance notes to this Agreement.]***

4.1 Subject to the limitation of liability provisions in the Standard Terms (Schedule 4), the total liability of the Supplier to the British Council whether in contract, tort, negligence, breach of statutory duty or otherwise for any direct loss or damage, costs or expenses arising under or in connection with this Agreement shall not exceed **[*insert figure in numbers and words*]** for each claim or instance of liability.

5 <u>Service of notices</u>

5.1 For the purposes of clause 25 of Schedule 4 notices are to be sent to the following addresses:

To the British Council	**To the Supplier**
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*]**

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

- *The following clause (clause 6 below) should be included in the Special Terms in the event of any international transfers of personal information or data to **<u>any country/territory</u>** that is **<u>NOT</u>** 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 Supplier 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 Protection clause (clause 10) in Schedule 4 (Standard Terms) and will be an integral part of clause 10 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 10 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]

6 [Data Protection] – [NB delete this clause 6 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]

The following clauses will apply in addition to clauses 10.1 to 10.12 (Data Processing) of Schedule 4:

Clause 10.13 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 10.12 also applies to this clause.

"10.13 The Supplier and the British Council shall:

10.13.1 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

10.13.2 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

Specification

Services

[Insert here definition and specification of the Services. If these are consultancy services, this may include the terms of reference issued by the British Council and/or any end client.]

Goods

[*Insert here definition and specification of the Goods.*]

Schedule 3

Charges

The Charges for the Services and/or Goods 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 consultancy on a daily basis, state the maximum number of days].**

[*NB: Include details of any agreed expenses*].

[*Note: The following is an example (relating to the supply of Services) 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 covers all preparation, report writing and all other work, which is carried out in **[ ]**. It is expected that the Supplier will meet all costs and expenses necessary to provide the 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 Supplier. The Charges are also deemed to cover the cost of personal equipment, non-Working Days and all other costs including but not limited to 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 Supplier 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 Supplier'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 Supplier'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 Supplier 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:

"**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 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 https://www.britishcouncil.org/partner/international-development/jobs/policies-consultants 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);

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

"**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);

"**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, Goods/Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Supplier (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;

"**Deliverables**" means all Documents, products and materials developed or provided by the Supplier as part of providing the Services;

"**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;

"**End Client**" means the end client (if any) in respect of the project in connection with which the Supplier is providing its Services as a sub-contractor;

"**End Client Requirements**" means the specific requirements of the End Client, as notified to the Supplier 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 Supplier provides the Services;

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

"**Force Majeure Event**" means an act, event, omission or accident beyond the reasonable control of the affected party which was not reasonably foreseeable and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party, including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, epidemic, pandemic or other spread of infectious disease or the imposition of any measures to prevent the spread of disease, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm;

"**Goods**" means the goods or products (if any) to be supplied by the Supplier under this Agreement as set out in the Special Terms (Schedule 1) and/or the Specification (Schedule 2);

"**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 where the Services are to be provided, as notified by the British Council to the Supplier;

"**Project**" means the project in connection with which the Supplier provides its Services as further described in the Special Terms (Schedule 1) and/or the Specification (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 Deliverables in the course of or in connection with the Project;

"**Relevant Person**" means any individual employed or engaged by the Supplier and involved in the provision of the Services, or any agent or contractor or sub-contractor of the Supplier

who is involved in the provision of the Services and includes, without limitation, 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;

"**Services**" means the services to be provided by the Supplier under this Agreement as set out in the Special Terms (Schedule 1) and/or the Specification (Schedule 2);

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

"**Third Party IPR**" means any Intellectual Property Rights not belonging to either party to this Agreement but used by the Supplier in the creation of the Deliverables 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 Supplier's Responsibilities

2.1 The Supplier shall:

2.1.1 provide the Services and the Goods and deliver the Deliverables 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 Specification (Schedule 2)), the reasonable instructions of the British Council and all applicable regulations and legislation in force from time to time. The Supplier shall allocate sufficient resources to enable it to comply with its obligations under this Agreement;

2.1.2 deliver the Goods to the delivery point and on the delivery date as notified to the Supplier (and time shall be of the essence for delivery);

2.1.3 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);

2.1.4 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 or their respective officers, employees, agents or contractors;

2.1.5 comply in all material respects with the Data Protection Legislation (or any equivalent legislation in any applicable jurisdiction). The British Council and the Supplier agrees to any reasonable amendment to this Agreement in accordance with variation clause 19 in order to comply with any statutory amendments, re-enactment or revocation and replacement of current Data Protection Legislation and agree to execute any further documents required for compliance under the Data Protection Legislation in force at that time;

2.1.6 maintain records relating to this Agreement for seven (7) years following the year in which this Agreement terminates or expires and allow the British Council and/or any end client access to those records on reasonable notice and at reasonable times for audit purposes;

2.1.7 obtain the British Council's prior written consent to all promotional activity or publicity and act at all times in accordance with the British Council's reasonable instructions relating to such activity or publicity (and, in particular, the Supplier shall not use the British Council's logo or other branding without having previously obtained such prior written consent);

2.1.8 comply with all applicable legislation and codes of practice relating to diversity, equality, non-discrimination and human rights in force in England and Wales and any other territory in which the Services and the Goods are to be provided;

2.1.9 take out and maintain during the term of this Agreement appropriate insurance cover in respect of its activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place;

2.1.10 not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement;

2.1.11 be entitled to use such parts of the Premises on a non-exclusive basis as the British Council may from time to time designate as are necessary for the performance of the Services provided that use of the Premises is strictly in accordance with the British Council's reasonable instructions and is to be solely for the purposes of providing the Services;

2.1.12 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 Services and notify the British Council of any incident occurring on the Premises or otherwise in connection with the provision of the Services which causes or could give rise to personal injury;

2.1.13 comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements; and

2.1.14 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 Supplier itself or any client of the Supplier, and shall notify the British Council in writing as soon as is practically possible of any potential conflict of interests and shall follow the British Council's reasonable instructions to avoid, or bring to an end, any conflict of interests. In the event that a conflict of interests does arise, the British Council shall be entitled to terminate this Agreement on immediate written notice.

2.2 Where the Supplier is not an individual, it shall provide one or more Relevant Person(s) to provide the 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 Supplier shall remain wholly liable to the British Council and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Services. The British Council may, in its discretion, require the Relevant Person(s) to enter into direct undertakings with the British Council including, without limitation, with regard to confidentiality and intellectual property.

2.3 The Supplier warrants that the Goods shall: (a) conform to the Specification in Schedule 2; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the British Council; (c) be free from defects in design, material and workmanship and remain so for 12 months after delivery; and (d) comply with all applicable statutory and regulatory requirements.

2.4 Risk and title in the Goods delivered to the British Council shall pass to the British Council on delivery.

3 Status

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

3.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier 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:

3.2.1 any tax (including, without limitation, VAT), National Insurance contributions or similar impost or payment of a fiscal nature arising from or made in connection with either the performance of the Services, or any payment or benefit received by the Supplier in respect of the Services; and

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

4 Price and Payment

4.1 Unless stated otherwise, the Charges are exclusive of value added tax (VAT) or any equivalent sales tax in any applicable jurisdiction.

4.2 Unless stated otherwise, the Supplier shall invoice for the Charges monthly in arrears and all such invoices shall be accompanied by a statement setting out the Services and/or Goods supplied in the relevant month in sufficient detail to justify the Charges charged.

4.3 Subject to clause 4.4 below, the British Council shall, unless agreed otherwise by the parties in writing, pay each of the Supplier's valid and accurate invoices by automated transfer into the Supplier's nominated bank account no later than 30 days after the invoice is received.

4.4 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.

4.5 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 Supplier 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

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

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

4.6.2 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 4.6.1 of this Agreement.

4.7 In clause 4.6, "**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.

5 Change Control

5.1 If either party wishes to change the scope or provision of the Services, it shall submit details of the requested change to the other in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

6 Intellectual Property Rights

6.1 Subject to clause 7, each party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Project (and the Supplier shall give the British Council full disclosure of any Third Party IPR it intends to use).

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

6.3 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.

6.4 The Supplier 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.

6.5 The Supplier shall procure the waiver in favour of the British Council of all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Deliverables.

6.6 The British Council hereby grants to the Supplier 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 Services.

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

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

6.9 The Supplier warrants that it has in place contractual arrangements with all members of the Supplier's Team assigning to the Supplier their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Supplier can enter into the assignments, licences and waivers set out in this clause 6.

6.10 The Supplier 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 6.

6.11 Nothing in this Agreement shall prevent the Supplier 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.

6.12 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.

7 Confidentiality

7.1 For the purposes of this clause 7:

7.1.1 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

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

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

7.2.1 is given only to such of its staff (or, in the case of the Supplier, the Supplier'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

7.2.2 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 Supplier, the Supplier's Team) or its professional advisors or consultants otherwise than for the purposes of this Agreement.

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

7.4 The provisions of clauses 7.2 and 7.3 shall not apply to any Confidential Information which:

7.4.1 is or becomes public knowledge (otherwise than by breach of this clause 7);

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

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

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

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

7.5 In the event that the Supplier fails to comply with this clause 7, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

7.6 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 7 will change those provisions applicable under that legislation.

7.7 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.

7.8 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 and in any event within five calendar days of receipt, forward the Request for Information to the Supplier and the Supplier shall:

7.8.1 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

7.8.2 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.

7.9 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:

7.9.1 in certain circumstances without consulting the Supplier; or

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

provided always that where clause 7.9.1 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 Supplier after any such disclosure.

7.10 The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

8 Limitation of Liability

8.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

8.2 Subject to clause 8.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, multiplication of compensatory damages, punitive or exemplary damages, fines, penalties, fees costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

8.3 Subject to clauses 8.1 and 8.2, the British Council's liability to the Supplier 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.

9 Termination

9.1 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 Supplier immediately on giving notice to the Supplier if:

9.1.1 the performance of the Services is delayed, hindered or prevented by a Force Majeure Event for a period in excess of 28 days;

9.1.2 where the Supplier is a company, there is a change of Control of the Supplier; or

9.1.3 the Supplier or any Relevant Person is:

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

(ii) 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);

(iii) in the reasonable opinion of the British Council or the End Client, negligent and incompetent in the performance of the Services; or

(iv) guilty of any fraud, dishonesty or serious misconduct.

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

9.2.1 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); or

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

9.3 The British Council shall be entitled to terminate this Agreement at any time by serving not less than 30 days' written notice on the Supplier.

9.4 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 Supplier if:

9.4.1 the British Council's agreement with the End Client relating to the Services terminates;

9.4.2 the End Client or a provider of funding to the British Council for the Services instructs the British Council in writing to terminate this Agreement; or

9.4.3 if the funding for the Services is otherwise withdrawn or ceases.

9.5 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.

9.6 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 1.3 of the Special Terms (Schedule 1) or by the Supplier pursuant to clause 9.2 above, the British Council shall reimburse the Supplier for the reasonable costs or expenses that the Supplier 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 Supplier shall use its reasonable endeavours to mitigate the level of such costs and expenses.

10 Data Processing

10.1 Clauses 10.1 to 10.12 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.

10.2 In this clause:

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

"**Data Protection Legislation**" shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services under this Agreement, including the DPA and/or the GDPR, and/or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

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

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

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

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

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

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, corruption, loss, alteration, unauthorised disclosure of unauthorised access, attempted access (physical or otherwise) or access to, Personal Data transmitted, stored or otherwise processed;

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

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

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

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

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

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

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

10.4 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 this Agreement are set out in Schedule 5 of this Agreement.

10.5 The Supplier shall comply with its obligations under the Data Protection Legislation and shall, in particular:

10.5.1 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 10.10);

10.5.2 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;

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

(i) provide appropriate safeguards in relation to the transfer;

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

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

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

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

10.5.4 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;

10.5.5 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, 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;

10.5.6 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;

10.5.7 notify the British Council immediately on becoming aware of a Personal Data Breach;

10.5.8 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

10.5.9 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 Supplier's compliance under Data Protection Legislation and the terms of this Agreement.

10.6 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 10.5.9.

10.7 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.

10.8 In the event of a notification under clause 10.5, 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.

10.9 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.

10.10 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;

10.11 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.

10.12 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 10.2 to 10.5.9 above.

11 Anti-Corruption, Anti–Collusion and Tax Evasion

11.1 The Supplier undertakes and warrants that it and any Relevant Person has not offered, given or agreed to give (and that it and any Relevant Person will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by the Supplier of its obligations under this Agreement.

11.2 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, any Relevant Person, nor the Supplier's and any Relevant Person's directors or shareholders (where applicable) are listed as being a politically exposed person, disqualified from being a company director, involved with terrorism, financial or other crime, subject to regulatory action or export, trade or procurement controls or otherwise representing a heightened risk of involvement in illegal activity (together, the "**Prohibited Entities**").

11.3 The Supplier warrants:

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

11.3.2 that it, and any Relevant Person, has and will retain in place, and undertakes that it, and any Relevant Person, will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010), tax evasion (as set out in the Criminal Finances Act 2017) and fraud within its organisation and in connection with its dealings with other parties, whether in the UK or overseas; and

11.3.3 that 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 of the Criminal Finances Act 2017; or

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

11.3.4 that 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).

11.3.5 Nothing under this clause 11.3 is intended to prevent the Supplier from discussing the terms of this Agreement and the Supplier's pricing with its professional advisors.

11.4 If the Supplier, or any Relevant Person is listed in a Screening Database for any of the reasons set out in clause 11.2 or breaches any of its obligations set out in clause 11.3, it shall promptly notify the British Council of any such listing(s) or breach(es) and the British Council shall be entitled to takes the steps set out at clause 11.5 below.

11.5 In the circumstances described at clause 11.4, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:

11.5.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or

11.5.2 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 shall if required provide evidence of its compliance); and/or

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

11.5.4 share such information with third parties.

11.6 The Supplier shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 11.2.

11.7 Without limitation to clauses 11.1, 11.2, 11.3, 11.4, 11.5 and 11.6 above, the Supplier shall ensure that all Relevant Persons involved in providing the Services or otherwise in connection with this Agreement have been vetted and that due diligence is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably necessary in relation to a person in that position in the relevant circumstances.

11.8 For the purposes of this clause 11, the expression "**Relevant Person**" shall mean all or any of the following: (a) Relevant Persons; and (b) any Relevant Person employed or engaged by a Relevant Person.

12 Safeguarding and Protecting Children and Vulnerable Adults

12.1 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 Safeguarding Policy included in the British Council Requirements as amended from time to time, which the Supplier

acknowledges may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks[1].

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

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

13 Anti-slavery and human trafficking

13.1 The Supplier shall:

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

13.1.2 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;

13.1.3 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

13.1.4 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.

13.2 If the Supplier fails to comply with any of its obligations under clause 13.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

13.2.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or

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

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

14 Equality, Diversity, Inclusion and Environment

14.1 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.

[1] Equivalent local checks include, but are not limited to, the ACRO Criminal Records Office, 'International Child Protection Certificate' online criminal records checks and Code of Good Conduct' or any other services as detailed at the following link: https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants (when/if link does not work contact the British Council Project manager)

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

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

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

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

15 Duty to prevent sexual harassment

15.1 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.

"**Supplier 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 Supplier;

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

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

15.2 The Supplier warrants to the British Council for its benefit and the benefit of the British Council Entities that it:

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

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

15.2.3 will notify the British Council upon request of the steps it has taken under clauses 15.2.1 and 15.2.2 above and take such further steps to prevent sexual harassment of British Council Personnel as are reasonably requested by the British Council;

15.2.4 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

15.2.5 will ensure that obligations similar to those contained in this clause 15.2 and clause 15.5 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.

15.3 The Supplier 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:

15.3.1 breach by the Supplier of its obligations under clause 15.2 of this Agreement; and

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

15.4 The British Council warrants to the Supplier that it:

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

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

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

15.4.4 will use reasonable endeavours to ensure that obligations similar to those contained in this clause 15.4 and clause 15.5 below are included in any contract which it enters into with a sub-contractor (of any tier) whose staff may interact with Supplier Personnel.

15.5 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:

15.5.1 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 7 and in compliance with all relevant data protection and privacy laws as well as the obligations set out in clause 10.

(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.

15.5.2 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

15.5.3 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 Services provided under this Agreement. If such removal is of any Supplier Personnel, the Supplier 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 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.

16 Assignment

16.1 The Supplier 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.

16.2 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 Supplier 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 16.2.

17 Waiver

17.1 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.

18 Entire agreement

18.1 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.

19 Variation

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

20 Severance

20.1 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.

21 Counterparts

21.1 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.

22 Third party rights

22.1 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 16 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

22.2 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).

23 No partnership or agency

23.1 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.

24 Force Majeure

24.1 Subject to clauses 24.2 and 24.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business and/or material obligations hereunder by a Force Majeure Event.

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

24.2.1 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;

24.2.2 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

24.2.3 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.

24.3 Nothing in this clause 24 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by a Force Majeure Event).

25 Notice

25.1 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:

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

25.1.2 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;

25.1.3 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

25.1.4 by email to the relevant email address specified in clause 5 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.

25.2 To prove service of notice under clauses 25.1.1 to 25.1.3 above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

26 Governing Law and Dispute Resolution Procedure

26.1 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.

26.2 Subject to the remainder of this clause 26, 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.

26.3 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 26.3, either party may commence proceedings in accordance with clause 26.2.

26.4 Nothing in this clause 26 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 Supplier where the Supplier 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 Supplier is a **processor**.*

2 *If the Supplier 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 Supplier 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:

4 *Details that need to be completed by users of this Global Model Contracts Portal template in this Part B are 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.***

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 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 C 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 C 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 C 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 C 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 C 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 SECTION IVANNEX IB 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 countrfy 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 Part C of Annex 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:

*21 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 Supplier where the Supplier 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 Supplier will only store, host, access or otherwise use that information in accordance with the British Council's instructions.*

22 If the Supplier 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.

*23 If the Supplier 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:

24** 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.

25 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) 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 ANNEX 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 SECTION IVANNEX 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[2] (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) (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.

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.

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[2] 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.

(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 SECTION IVANNEX 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.[3] 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 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.

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

(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[4];

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

[4] 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.

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.

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.

APPPENDIX

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 Supplier, 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

……..

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): ……..

2 …