

Contract for Services

(Please read the accompanying notes in italic highlighted in yellow when using this template)

Contract No.: []

This Contract is made by and between the following two parties on [] in [Chaoyang District of Beijing]¹:

Cultural and Education Section of the British Embassy, whose office address is at 4/F Landmark Building Tower 1, 8 Dongsanhuan Beilu, Beijing 100004 (the 'CESBE')
and

[insert name and address details and company number, if appropriate] whose business address is *[insert address details]* (the 'Service Provider')

In accordance with the Civil Code of the People's Republic of China and other relevant laws and regulations, and on the basis of equality and voluntariness, the parties have, through sufficient consultation, reached an agreement with respect to the provision of [●] service, and hereby enter into this Contract for mutual compliance.

1 Definitions

- 1.1 'Service Provider' will mean the person, firm or company identified in the Contract as responsible for carrying out the Service and will include the Service Provider's personal representatives, successors and permitted assigns.
- 1.2 'Premises' will mean that place or places where the Service will be carried out.
- 1.3 'Service' will mean the services to be provided in accordance with Appendix A.
- 1.4 'Service Fee' will mean the fee to be paid to the Service Provider in accordance with Appendix B.
- 1.5 "Service Provider's Team" means the Service Provider and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors and any other person, organisation, company, or other third-party representatives which the Service Provider engages in any way in relation to the supply of the Services.
- 1.6 'Supervising Officer' will mean the person for the time being or from time to time duly appointed by the CESBE and notified in writing to the Service

¹ It can be changed if the contract is executed in another city.

Provider, to act as the CESBE's representative for the purpose of the Contract, or in default of such notification, the CESBE.

- 1.7 'Month' will mean a calendar month; 'Monthly' will be construed accordingly. 'Quarter' will mean three months. 'Year' will mean a calendar year.
- 1.8 'Background IPR' will mean any intellectual property rights belonging to either party before the effective date of this Contract or not created in the course of performance of this Contract or in connection with this Contract, including but not limited to all logos, trademarks, editable contents, artwork, advertisements and other visible materials, regardless of whether these materials have been registered within territory.
- 1.9 'Project Intellectual Property Rights' has the meaning as defined in Clause **Error! Reference source not found.**
- 1.10 'British Council Requirements' means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Service Provider 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 Service Provider from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);
- 1.11 '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.
- 1.12 'Deliverables' means all Documents, products and materials developed or provided by the Service Provider as part of providing the Services.
- 1.13 '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;
- 1.14 'Relevant Person' means any individual employed or engaged by the Service Provider and involved in the provision of the Services, or any agent or contractor or sub-contractor of the Service Provider who is involved in the provision of the Services.

2 Commencement Date of Services and Term

- 2.1 The Service Provider shall provide the Services commencing from [*insert date*] and deliver the deliverables in time as detailed in Appendix A.
- 2.2 This Contract shall come into force upon signature by the authorised signatory of both parties and stamped and, unless prematurely terminated in accordance with this Contract, shall continue in full force and effect until [*insert date*] OR

[until all Services have been completed and / or Deliverables have been delivered to the CESBE's satisfaction of the Specifications, requirements and qualify as set out in Appendix A (the "Term").

- 2.3 Notwithstanding anything to the contrary elsewhere in this Contract, the CESBE shall be entitled to terminate this Contract by serving not less than *[insert number of days]* days' written notice on the Service Provider.

3 Skill, Care and Professional Standards

- 3.1 The Service Provider undertakes to use all reasonable skill, care and diligence and the highest professional standards in the provision of the Service which is specified in Appendix A.

4 Access to the Premises (if relevant)

- 4.1 Subject to Clause 4.2 below, if the Service Provider needs to enter the Premises of the CESBE for providing the Service, it shall obtain the prior consent of the CESBE and the CESBE will provide to the Service Provider such access to the Premises as is reasonable and necessary for the Service Provider to perform the Service.
- 4.2 Provided always that the Supervising Officer will have the right to refuse admittance to, or order the removal from, the Premises of any person employed by or acting on behalf of the Service Provider who, in the opinion of the Supervising Officer (which will be final and irreversible) is not a fit and proper person to be on the Premises.
- 4.3 Action taken under Clause 4.2 will forthwith be confirmed in writing to the Service Provider by the Supervising Officer and will not relieve the Service Provider of its obligations under this Contract.

5 Materials and Equipment

- 5.1 The Service Provider is responsible for providing all equipment and materials necessary for the provision of Service. Any equipment and materials provided by the Service Provider shall be of an appropriate standard and suitable for their purpose.

6 Interference and Check

- 6.1 The Service Provider will take reasonable care to ensure that, in the execution of this Contract, it will not unnecessarily interfere with the operations of the CESBE, its employees or any other contractor employed by the CESBE.
- 6.2 Upon the reasonable notice of the CESBE, the Service Provider shall, at any time, allow the CESBE and its designated representative and/or manager to enter the site of the Service Provider to check records, and inspect processes and standard operating procedures, to ensure the compliance with the provisions of this Contract. If the CESBE requests a corrective action after the inspection, the Service Provider shall take immediate action to make rectifications.

7 Service Fee and Payment

- 7.1 The Service Fee is set out in Appendix B, which is inclusive of all costs, expense, taxes, and reimbursements, and no additional fees in any kind will be charged to the CESBE unless as otherwise provided in Appendix B.
- 7.2 All payment pursuant to this Contract shall be made in accordance with the payment schedules and procedures set forth in Appendix B, subject to 7.3.
- 7.3 After the CESBE confirms in writing that the Service has been performed to the CESBE's satisfaction and meeting the requirements as provided herein, the Service Provider will issue the tax fapiao or invoices. The CESBE will pay all undisputed tax fapiao within 30 days of receiving such tax fapiao. If the Service Fee is paid upon an invoice, then the agreed official tax fapiao must be provided to the CESBE within [30] days after the CESBE makes payment.
- 7.4 Value-Added Tax, where applicable, shall be shown separately on all fapiao. Any tax or charges that are imposed on the provision of the Service, including those taxes the Servicer Receiver is obligated to withhold and pay on behalf of the Service Provider, according to the applicable law of this Contract is on the account of the Service Provider and have been included in the Service Fee. The Service Provider shall pay the relevant taxes (including the taxes the CESBE is obligated to withhold and pay on behalf of the Service Provider) strictly according to the relevant laws and regulations. The Service Provider shall indemnify and keep indemnified the CESBE from and against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the CESBE at any time in respect of the Service Provider's failure to account for or to pay any VAT or any other applicable taxes relating to payments made to the Service Provider under this Contract.
- 7.5 The Service Fees to the Service Provider under this Contract shall be paid to the following bank account of the Service Provider unless otherwise designated by the Service Provider and informed in writing in advance to the CESBE:
- Opening Bank: []
Account Name: []
Account Number: []
Swift Code: []
- 7.6 The CESBE is entitled to deduct from the payment any sum which is recoverable from or payable by the Service Provider to the CESBE under this Contract or which may thereafter become due by the Service Provider to the CESBE under or in respect of this Contract or any other contract with the CESBE, after sending a writing notice.

8 Service Provider's Responsibilities

- 8.1 The Service Provider shall provide the Services 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 Contract (and, in particular, the

specifications and terms in **Error! Reference source not found.**), the reasonable instructions of the CESBE and all applicable regulations and legislation in force from time to time. The Service Provider shall allocate sufficient resources to enable it to comply with its obligations under this Contract.

- 8.2 The Service Provider shall meet any dates related to the performance of the Services under this Agreement and time shall be of the essence in respect of such dates.
- 8.3 The Service Provider shall comply with the End Client Requirements as advised by CESBE where the Services shall be delivered to the British Council's end clients, and shall do nothing to put CESBE in breach of the End Client Requirements.
- 8.4 Where applicable, the Service Provider shall, subject to the prior written approval of CESBE, appoint or, at the written request of CESBE, replace without delay any member of the Service Provider's Team, each such member to be suitably skilled, experienced and qualified to carry out the Services. The Service Provider shall not, without CESBE's prior written consent (not to be unreasonably withheld or delayed), replace any of the Key Personnel. CESBE acknowledges that the Service Provider will have to replace a member of the Key Personnel where such person leaves the employment of the Service Provider, in which case CESBE shall have a right of approval over the proposed replacement (such approval not to be unreasonably withheld or delayed).
- 8.5 The Service Provider shall:
 - 8.5.1 observe, and ensure that, where applicable, the Service Provider's Team observes, the Cyber Security Law, the Data Security Law and the Personal Information Protection Law as well as all applicable information security related laws and regulations; the security policy or health and safety policy of the CESBE (including but not limited to the Security and Privacy Policy contained in the British Council Requirements as well as any special information security requirements as set out in Appendix A²) notified to the Supplier and such policies as may be applicable at the Premises; and any reasonable verbal or written instructions or policies issued to the Service Provider; as well as the CESBE's Acceptable Usage Policy, Roam User Policy where access to the relevant information technology systems has been granted. If the Service Provider fails to do so, CESBE reserves the right to refuse the Service Provider's Team access to the Premises and/or to suspend the provision of the Services until such time as the Service Provider (and, where applicable, the Supplier's Team) is compliant with such policies, instructions or requirements and CESBE shall not be required to pay the charges in respect of the period of such suspension; and
 - 8.5.2 before the date on which the Services are to start, obtain and at all times maintain the validity of all licences and permits required to enable the

² Please consult IGRM and, if required, add additional information security requirements in Appendix A.

Service Provider to provide the Services in accordance with this Agreement.

- 8.6 The Service Provider shall not at any time during the Term do or say anything which damages or which could reasonably be expected to damage the interests or reputation of CESBE, the British Council Entities or End Client (if any) or their respective officers, employees, agents or contractors.
- 8.7 The Service Provider shall comply in all material respects with the Data Protection Legislation as defined under Clause 19 (or any equivalent legislation in any applicable jurisdiction). The CESBE and the Service Provider agrees to any reasonable amendment to this Contract in accordance with variation clause 9 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.
- 8.8 The Service Provider shall maintain records relating to this Contract for seven (7) years following the year in which this Contract terminates or expires and allow CESBE access to those records on reasonable notice and at reasonable times for audit purposes.
- 8.9 The Service Provider shall obtain the CESBE's prior written consent to all promotional activity or publicity and act at all times in accordance with the CESBE's reasonable instructions relating to such activity or publicity;
- 8.10 comply with all applicable legislation and codes of practice relating to diversity, equality, non-discrimination and human rights in force in China and any other territory in which the Services are to be provided;
- 8.11 take out and maintain during the term of this Contract appropriate insurance cover in respect of its activities under this Contract and, on request, provide the CESBE with evidence that such insurance cover is in place;
- 8.12 promptly notify the CESBE of any health and safety hazards which may arise in connection with the performance of this Contract, 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 CESBE 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; and
- 8.13 The Service Provider shall comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements.
- 8.14 use its reasonable endeavours to ensure that it does not become involved in any conflict of interests between the interests of the CESBE and the interests of the Service Provider itself or any client of the Service Provider, and shall notify the CESBE in writing as soon as is practically possible of any potential conflict of interests and shall follow the CESBE'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 CESBE shall be entitled to terminate this Contract on immediate written notice.
- 8.15 The Service Provider shall ensure all the persons deployed for providing the Services comply with the terms of this Contract and shall remain wholly liable to

the CESBE and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Services. The CESBE may, in its discretion, require the relevant person(s) to enter into direct undertakings with the CESBE including with regard to confidentiality and intellectual property.

9 Variation

- 9.1 The CESBE may at any time raise reasonable requirement for change of service, which may include the increase, decrease and deletion of service items and change in the nature or quality of service, and the Service Provider shall not refuse without justified cause. The change of service may involve
- 9.2 The CESBE will issue a written instruction to the Service Provider on the change of Services. Within seven days upon the confirmation of receipt, the Service Provider will provide the CESBE with detailed financial analysis regarding the impact of the change of service on the service fees and the service completion date and other information required in the written instruction, and propose a changed service fee in the format specified in the Appendix B.
- 9.3 Both Service Provider and CESBE should additionally execute an amendment

10 Assignment and Sub-Contracting

- 10.1 The Service Provider shall not, without the prior written agreement of the CESBE, assign or transfer, or cause to be assigned or transferred, this Contract or any part, right or interest therein to any third party.
- 10.2 The CESBE may assign or novate this Contract to: (i) any separate entity controlled by the CESBE or the CESBE's parent company; (ii) any body or department which succeeds to those functions of the CESBE to which this Contract relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the CESBE. The Service Provider warrants and represents that it will (at the CESBE's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this Clause 10.2.
- 10.3 Except as otherwise provided in this Contract, and without the prior written consent of the representative of the CESBE, the Service Provider shall not subcontract any part of the service items; and in case the representative of the CESBE agrees on this, it shall not be deemed to be an exemption from any liability and obligation of Service Provider under this Contract. The Service Provider shall be liable for all acts, breaches and omissions of its subcontractor and agent, and their employees and workers, and such liabilities shall be equal to those as if the Service Provider itself or its agent, employees and workers had such acts, breaches and omissions.

11 Dissatisfaction

- 11.1 If for any reason the CESBE is dissatisfied with any aspect of the Service provided under this Contract, including but not limited to failure in providing

high quality Service as provided in Appendix A, it may notify the Service Provider to correct/remedy such dissatisfaction within a prescribed time at its own costs or withhold an appropriate sum of the Service Fee based on the extent of such dissatisfaction without bearing any breach liability. In this event the CESBE will notify the Service Provider, in order to identify the particular work with which it is dissatisfied, together with the reasons for its dissatisfaction.

- 11.2 If such correction or remedy cannot make the CESBE satisfies with the Service provided, the CESBE may withhold an appropriate sum of the Service Fee based on the extent of such dissatisfaction without bearing any breach liability.

12 Intellectual Property Right

- 12.1 To the maximum extent permitted by applicable laws, in consideration for the Service Fees, the CESBE shall fully own any copyright, trademark, patent or trade secret ("Project Intellectual Property Rights" or "Project IPR") in any work product, materials or deliverables created or developed by the Service Provider in the course of performing the Services under this Contract . Service Provider shall neither use nor transfer the Intellectual Property Rights to any third party without previous written consent from the CESBE, otherwise Service Provider shall pay a liquidated damage of [*insert*] % of the total Service Fee hereunder. If the aforesaid liquidated damage is not enough to offset the losses of the CESBE, the Service Provider shall also be liable for compensation for the amount exceeding the liquidated damage.
- 12.2 The CESBE hereby grants to the Service Provider an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR and the CESBE's Background IPR in, and to the extent necessary for, the performance of the Services.
- 12.3 The Service Provider hereby grants to the CESBE an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Service Provider's Background IPR included in the Deliverables so that the CESBE shall not be restricted in use or exploitation of the Deliverables in any way due to the Service Provider's Background IPR contained in the Deliverables.
- 12.4 Should the Service Provider, or any of its employees retain any personal rights in any Project IPR, the Service Provider hereby irrevocably and unconditionally waives (and shall procure any waiver from any of its employees or agents) any such personal rights it may have in such Project IPR. The Service Provider hereby also irrevocably and unconditionally appoints the CESBE as its exclusive representative (thereby even excluding the Service Provider itself) to exercise any such personal rights in such Project IPR anywhere in the world.
- 12.5 The Service Provider undertakes at the CESBE's request and expense to execute all documents which may reasonably be required to give effect to this clause 12.
- 12.6 Service Provider hereby agrees that it shall not directly or indirectly register, apply for or own anywhere in the world, at any time during the term of this Contract and thereafter, any of the CESBE's registered or unregistered Intellectual Property Rights, including the Project IPR. Service Provider also

agrees not to register any domain name or social media account identical, or similar to any of the CESBE's trademarks or trade names. Service Provider hereby assigns to the CESBE any Intellectual Property Rights and any domain names and social media accounts it obtains in violation of this Clause 12, and hereby agrees to immediately execute, at its own costs, any agreement, form or application needed to give full effect to this Clause 12.

12.7 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.

12.8 This Clause 12 shall survive the expiration or termination of the Contract.

13 Confidentiality

13.1 For the purposes of this Clause 13:

13.1.1 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;

13.1.2 the “Receiving Party” is the party which receives Confidential Information relating to the other party; and

13.1.3 the “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 without limitation, information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, intellectual property rights, know-how, personnel, and customers and all personal data and sensitive personal data.

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

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

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

13.3 The Service Provider shall ensure that all members of the Service Provider’s team or professional advisors or consultants are aware of the Service Provider’s confidentiality obligations under this Contract.

- 13.4 The provisions of Clauses 13.2 and 13.3 shall not apply to any Confidential Information which:
- 13.4.1 is or becomes public knowledge (otherwise than by breach of this Clause 13);
 - 13.4.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - 13.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 13.4.4 is independently developed without access to the Confidential Information; or
 - 13.4.5 must be disclosed pursuant to a statutory or legal obligation placed upon the Receiving Party.
- 13.5 In the event that the Service Provider fails to comply with this Clause 18, the CESBE reserves the right to terminate this Contract by notice in writing with immediate effect.
- 13.6 The Service Provider acknowledges that the CESBE is subject to the information disclosure requirements and shall assist and co-operate with the CESBE to enable the CESBE to comply with those requirements.
- 13.7 Where the CESBE receives a request for information in relation to information that the Service Provider or any of its sub-contractors is holding on behalf of the CESBE and which the CESBE does not hold itself, the CESBE 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 Service Provider and the Service Provider shall:
- 13.7.1 provide the CESBE with a copy of all such information in the form that the CESBE requires as soon as practicable and in any event within 10 calendar days (or such other period as the CESBE acting reasonably may specify) of the CESBE's request; and
 - 13.7.2 provide all necessary assistance as reasonably requested by the CESBE to enable the CESBE to respond to the request for information within the time for compliance set out in the relevant laws and regulations, including section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, as applicable, or required by the relevant government, courts and/or any other authorities.
- 13.8 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the CESBE may nevertheless be obliged to disclose the Service Provider's Confidential Information in accordance with the information disclosure requirements:

13.8.1 in certain circumstances without consulting the Service Provider; or

13.8.2 following consultation with the Service Provider and having taken its views into account,

provided always that where Clause 13.8.1 above applies, the CESBE 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 Service Provider after any such disclosure.

13.9 The provisions of this Clause 13 shall survive the termination of this Contract, however arising.

14 Liability, Limitation and Indemnity

14.1 If a party fails to perform its obligations under this Contract, the party shall bear the liabilities for breach and compensate the other party for any direct and indirect damages. However, the liability cap of the CESBE towards the Service Provider shall in any event be the Service Fee payable to the Service Provider by the CESBEs under this Contract.³

14.2 In the event that the Service Provider fails to complete the Service or delays the completion of the Service, the Service Provider shall pay liquidated damages of [*insert the criteria of calculating liquidated damages* ⁴], except for the case where the performance of this Contract is impeded by Force Majeure or the CESBE has agreed on the delay.

14.3 Except to the extent otherwise required by law or this Contract herein, the CESBE will have no liability for any loss or injury (including death) or damage whatsoever caused or suffered by the Service Provider, its employee, servants, agents or sub-contractors arising out of or in connection with this Contract. In addition, the Service Provider hereby undertakes to directly indemnify the CESBE in respect of any claims of whatever kind made against or any losses or damages suffered by the CESBE due to the reason of the Service Provider, its employees, servants, agents, or sub-contractors.

14.4 Without prejudice to any other rights or remedies that the CESBE may have, the Service Provider acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Contract by the Service Provider. Accordingly, the CESBE shall be entitled to seek the remedies of injunction, specific performance or other relief that may be available for any threatened or actual breach of the terms of this Contract.

³ This clause is a general provision regarding default and indemnity; and in an individual case, other forms of indemnity may be applied, depending on the circumstances and the requirements of the parties.

⁴ Depending the project, it could be a % of service fee for each delayed or a % of the service fee where the service date is fixed, and any delay is unacceptable (e.g. service on test day).

14.5 The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

15 Termination

15.1 If for any reason either party wishes to terminate this Contract prematurely it may do so by giving not less than [] days written notice to the other.

15.2 Without prejudice to any other rights or remedies which the CESBE may have, the CESBE may terminate this Contract without liability to the Service Provider immediately on giving notice to the Service Provider if:

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

15.2.2 where the Service Provider is a company,

(i) there is a change of Control of the Service Provider;

(ii) its relevant business scope or qualifications for performing the Service under this Contract are cancelled by the competent administration for market regulation or other administrative approval authorities; OR

15.2.3 the Service Provider 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 China or elsewhere for which a fine or non-custodial penalty is imposed);

(iii) in the reasonable opinion of the CESBE, negligent and incompetent in the performance of the Services; or

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

- 15.3 Either party may give notice in writing to the other terminating this Contract with immediate effect if:
- 15.3.1 the other party commits any material breach of any of the terms of this Contract 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 Contract with immediate effect); or
 - 15.3.2 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.
- 15.4 Upon expiration or termination of this Contract for any reason, payments due to the Service Provider under this Contract will be made for the Service rendered to the CESBE's satisfaction up to the date of expiration or termination. Except for the above, no other payment will be made. In addition, the CESBE has the right to recover any sums which have been paid in advance and which are unspent, or should not have been spent as of the date of expiration or termination or to offset any such sums against any payments due.
- 15.5 On termination of this Contract for any reason, the Service Provider shall immediately deliver to the CESBE all specifications, programs (including source codes) and other documentation comprised in the deliverables and existing at the date of such termination, whether or not then complete and all intellectual property rights in such materials shall automatically pass to the CESBE (to the extent that they have not already done so by virtue of Clause 12.1).
- 15.6 Termination of this Contract in accordance with Clause 15.2 shall be without prejudice to the CESBE's rights to damages or losses, including any additional costs incurred in having services supplied by others at a cost in excess of the amount stated in this Contract.
- 15.7 Unless otherwise provided in this Contract, upon the termination of this Contract for any reasons, the CESBE shall not perform contract obligations. The CESBE shall be entitled to request the return of materials delivered, and to use any work product completed or delivered by the Service Provider. It shall own any Project IPR in accordance with this Contract. In case of breach attributable to the Service Provider, the CESBE is also entitled to hold the Service Provider accountable for such breach.

16 Force Majeure

- 16.1 If the performance of this Contract is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure events such as earthquake, typhoons, blizzard, flood, fire, or storm, war, nationwide strike, 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, or any other events which are unforeseen, unavoidable and beyond the control of the party

affected (collectively the “Force Majeure Event”), the Party’s failure to perform or deferred performance of this Contract will not constitute a breach. However, the party so affected shall promptly notify the other party in writing the occurrence of the Force Majeure Event, and shall furnish to the other Party as soon as practicably possible thereafter the proof of the occurrence of the Force Majeure Event issued by the competent authority.

- 16.2 The Party who is affected by the Force Majeure Event shall try its best to remove, overcome and minimize the effects of that Force Majeure Event on the performance of its obligations as quickly as possible.
- 16.3 In case the Force Majeure Event lasts for a continuous period of more than [28] days, either party shall have the right to immediately terminate this Contract.

17 Notice

- 17.1 For the purpose of this Contract, the parties shall perform the notification obligations to the other party during the performance of this Contract as per the contact persons and contact information provided below by each party.

The CESBE:

Contact Person: []

Address: []

Telephone: []

Fax: []

Email: []

The Service Provider:

Contact Person: []

Address: []

Telephone: []

Fax: []

Email: []

- 17.2 All notices between the parties shall be in writing and be delivered either by specially-assigned person, or by courier, fax or E-mail. A notice shall be deemed as delivered: in case of delivery by specially-assigned person, on the date when the addressee receives the notice or the reception of the addressee receives the notice; in case of courier, on the seventh working day after sending out (including the date of sending out) provided it is subject to a proof of sending out; and in case of fax or E-mail, on the second working day after sending out such fax or E-mail (including the date of sending out) provided it is subject to a successful transmission receipt.
- 17.3 If the contact person or the contact information of one party is changed, the party shall notify the other party in writing in advance in a timely manner.

18 Waiver

- 18.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract will either be or be deemed to be a waiver or in any way prejudice any right to that party under the Contract.

19 Data Processing

- 19.1 In this clause:

- 19.1.1 “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.
- 19.1.2 “Controller” means a “controller” for the purposes of the GDPR and the Chinese Information Security Technology - Personal Information Security Specification (GB/T 35273-2020) (as such legislation is applicable);
- 19.1.3 “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 Contract, including the DPA and/or the GDPR, and/or any corresponding or equivalent national laws or regulations, including Personal Information Protection Law of China, the Chinese personal data protection related laws, regulations and standards, and the Specification; 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);
- 19.1.4 “Data Subject” has the same meaning as in the Data Protection Legislation;
- 19.1.5 “DPA” means the UK Data Protection Act 2018;
- 19.1.6 “GDPR” means, as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the DPA (as amended);
- 19.1.7 “Personal Data” means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Contract;
- 19.1.8 “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;

- 19.1.9 "Processing" has the same meaning as in the Data Protection Legislation and "Process" and "Processed" shall be construed accordingly;
 - 19.1.10 "Processor" means a "processor" for the purposes of the GDPR (as such legislation is applicable), also means the "entrusted processor" under Section 21 of the Personal Information Protection Law of China;
 - 19.1.11 "Specification" means the Chinese Information Security Technology - Personal Information Security Specification (GB/T 35273-2020); and
 - 19.1.12 "Sub-Processor" means a third party engaged by the Processor to carrying out processing activities in respect of the Personal Data on behalf of the Processor.
- 19.2 For the purposes of the Data Protection Legislation, the CESBE is the Controller and the Service Provider is the Processor.
- 19.3 Details of the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects whose Personal Data is being Processed in connection with this Contract are set out in Appendix C of this Contract.
- 19.4 The Service Provider shall comply with its obligations under the Data Protection Legislation and shall, in particular:
- 19.4.1 process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carry out its duties under this Contract and in accordance with the CESBE's written instructions and this clause(unless otherwise required by applicable laws as referred to in **Error! Reference source not found.9**);
 - 19.4.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
 - 19.4.3 ensure that express consent from Data Subjects has been appropriately obtained before transfer of Personal Data Processed to the CESBE or have other legitimate grounds;
 - 19.4.4 where the Service Provider is located in the UK or European Economic Area, not transfer the Personal Data outside of the UK or the European Economic Area without the prior written consent of the CESBE and where such consent is given the Service Provider shall;
 - (v) provide appropriate safeguards in relation to the transfer;

- (vi) ensure the Data Subject has enforceable rights and effective legal remedies;
- (vii) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (viii) comply with reasonable instructions notified to it in advance by the CESBE with respect to the processing of the Personal Data; and
- (ix) only transfer Personal Data outside the UK or the European Union Economic Area provided that it meets the relevant requirements under Articles 44 to 50 of the GDPR.

19.4.5 where the Service Provider is located in China, not transfer the Personal Data to any other party (except the CESBE) within or outside of the territory of China without prior written consent from the CESBE and express consent from Data Subjects, and where such the CESBE consent is given the Service Provider shall:

- (i) provide appropriate safeguards in relation to the transfer;
- (ii) ensure Data Subjects have given express consent to the transfer or have other legitimate grounds;
- (iii) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) comply with reasonable instructions notified to it in advance by the CESBE with respect to the processing of the Personal Data;

19.4.6 ensure that any employees or other persons authorised to process the Personal Data are subject to:

- (i) appropriate obligations of confidentiality; and
- (ii) adequate training in the use, protection and handling of personal data;

19.4.7 not engage any Sub-Processor to carry out its Processing obligations under this Contract without obtaining the prior written consent of the CESBE 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 CESBE within [three] working days;

19.4.8 notify the CESBE, as soon as reasonably practicable, about any request or complaint received by the Service Provider or a Sub-Processor from Data Subjects without responding to that request (unless authorised to do so by the CESBE) and assist the CESBE by technical and organisational measures, insofar as possible, for the fulfilment of the CESBE 's obligations in respect of such requests and complaints including where the requests and/or complaint was received by the Service Provider, a Sub-Processor or the CESBE;

- 19.4.9 notify the CESBE immediately on becoming aware of a Personal Data Breach, and report to the relevant governmental authority accordingly as required by law;
- 19.4.10 assist the CESBE 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
- 19.4.11 maintain accurate written records of the Processing it carries out in connection with this Contract and on request by the CESBE, make available all information necessary to demonstrate the Service Provider's compliance under Data Protection Legislation and the terms of this Contract.
- 19.5 The Service Provider and its Sub-Processor's shall allow for and contribute to audits, including inspections, by the CESBE (or its authorised representative) in relation to the Processing of the CESBE's Personal Data by the Service Provider and its Sub-Processors to support the Service Provider in their compliance of Clause 19.4.11.
- 19.6 On termination or expiry of this Contract, the Service Provider (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 CESBE. The Service Provider shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.
- 19.7 In the event of a notification under Clause 19.4, the Service Provider 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 CESBE.
- 19.8 The Service Provider warrants that in carrying out its obligations under this Contract it will not breach the Data Protection Legislation or do or omit to do anything that might cause the CESBE to be in breach of the Data Protection Legislation. The CESBE is entitled to supervise the data processing activities of the Service Provider.
- 19.9 If the Service Provider believes it is under a legal obligation to Process the Personal Data other than in accordance with the CESBE's instructions it will provide the CESBE with details of such legal obligation, unless the law prohibits such information on important grounds of public interest;⁵
- 19.10 The Service Provider shall indemnify and keep indemnified the CESBE and the British Council Entities against all Personal Data losses suffered or incurred by, awarded against or agreed to be paid by, the CESBE or the British Council Entities arising from a breach by the Service Provider (or any Sub-Processor) of (a) its data protection obligations under this Contract; or (b) the Service Provider (or any Sub-Processor acting on its behalf) acting outside or contrary to the lawful instruction of the CESBE.
- 19.11 These clauses may be amended at any time by either party giving at least 30 days' written notice to the other stating that applicable controller to processor standard clauses laid down by the European Commission or adopted by the UK

⁵ Required by Art 28(3)(a) and Art 28(3)(h) of GDPR

Information Commissioner's office or other supervisory authority are to be incorporated into this Contract and replace clauses above.

20 Anti-Corruption, Anti-Collusion and Tax Evasion

- 20.1 The Service Provider 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 Contract or the performance by the Service Provider of its obligations under this Contract.
- 20.2 The Service Provider acknowledges and agrees that the CESBE may, at any point during the term of this Contract and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that neither the Service Provider, any Relevant Person, nor the Service Provider'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**").
- 20.3 The Service Provider warrants:
- 20.3.1 that it, and any Relevant Person, will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity;
- 20.3.2 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, tax evasion and fraud within its organisation and in connection with its dealings with other parties; and
- 20.3.3 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 Contract (including in respect of pricing under this Contract).
- 20.3.4 Nothing under this clause **Error! Reference source not found.** is intended to prevent the Service Provider from discussing the terms of this Contract and the Service Provider's pricing with its professional advisors.
- 20.4 If the Service Provider, or any Relevant Person is listed in a Screening Database for any of the reasons set out in clause **Error! Reference source not found.** or breaches any of its obligations set out in clause **Error! Reference source not found.**, it shall promptly notify the CESBE of any such listing(s) or breach(es) and the CESBE shall be entitled to take the steps set out at clause **Error! Reference source not found.** below.

- 20.5 In the circumstances described at clause **Error! Reference source not found.**, and without prejudice to any other rights or remedies which the CESBE may have, the CESBE may:
- 20.5.1 terminate this Contract without liability to the Service Provider immediately on giving notice to the Service Provider; and/or
 - 20.5.2 require the Service Provider to take any steps the CESBE reasonably considers necessary to manage the risk to the CESBE of contracting with the Service Provider (and the Service Provider shall take all such steps and shall if required provide evidence of its compliance); and/or
 - 20.5.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Contract; and/or
 - 20.5.4 share such information with third parties.
- 20.6 The Service Provider shall provide the CESBE with all information reasonably requested by the CESBE to complete the screening searches described in clause **Error! Reference source not found.**
- 20.7 Without limitation to clauses **Error! Reference source not found.**, 20.2, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.** and **Error! Reference source not found.** above, the Service Provider shall ensure that all Relevant Persons involved in providing the Services or otherwise in connection with this Contract 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.
- 20.8 For the purposes of this clause 20, 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.

21 Safeguarding and Protecting Children and Vulnerable Adults

- 21.1 The Service Provider will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Safeguarding Policy and Adults at Risk Policy included in the British Council Requirements as amended from time to time, which the Service Provider acknowledges may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks.
- 21.2 The Service Provider must provide to the CESBE, 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 Contract.
- 21.3 In addition, the Service Provider will ensure that, where it engages any other party to supply any of the Services under this Contract, that party will also comply with the same requirements as if they were a party to this Contract.

22 Anti-slavery and human trafficking

- 22.1 The Service Provider shall:
 - 22.1.2 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;
 - 22.1.3 implement due diligence procedures for its own Service Providers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 22.1.4 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the CESBE from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
 - 22.1.5 notify the CESBE 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 Contract.

22.2 If the Service Provider fails to comply with any of its obligations under clause **Error! Reference source not found.**, without prejudice to any other rights or remedies which the CESBE may have, the CESBE shall be entitled to:

22.2.1 terminate this Contract without liability to the Service Provider immediately on giving notice to the Service Provider; and/or

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

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

23 Equality, Diversity and Inclusion

23.1 The Service Provider shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

24 Governing Law and Dispute Settlement

24.1 The execution, interpretation, performance and dispute settlement of this Contract shall be governed by the law of the PRC.

24.2 In the event of any dispute arising out of or in connection with this Contract, the Parties shall attempt in good faith to negotiate an amicable resolution. If it is unsuccessful and cannot be solved within sixty (60) days upon its occurrence, either Party may choose to terminate the Agreement after serving a written notice to the other Party, and the Parties shall consult to determine how any outstanding matters shall be dealt with.

25 Miscellaneous

25.1 The various provisions of this Contract are severable; and the invalidity or unenforceability of any provision in this Contract shall not affect the validity or enforceability of any other provision in this Contract.

25.2 Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as an 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 party.

25.3 The Appendices are an indispensable part of this Contract and shall enjoy the same legal effect as this Contract. In case of inconsistency between the Appendices and this Contract, this Contract shall prevail.

25.4 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the

right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

25.5 Subject to Clause 9 (Variation), no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

25.6 This Contract is made in both Chinese and English in two originals with each party holding one. If there is any discrepancy between the two language versions, the English version shall prevail.

[Signature page]

IN WITNESS THEREOF this Contract has been executed by the parties on the date as set at the beginning.

For and on behalf of the **Cultural and Education Section of the British Embassy**

Name of the Authorized Representative: []

Title: []

Signed: (Chop)

For and on behalf of the Service Provider

Name of the Authorized Representative: []

Title: []

Signed :.....(Chop)

Appendix A: Service

*Definition of Services	<i>Brief description of the services</i>
* <i>Specification</i>	
<i>Key Personnel</i>	
Location	<i>[Venue] OR [on-line]. If the service is to be provided on multiple sites, the sites shall be corresponding to the timeline</i>
*Dates and Time	<i>Indicating the service start date. For multiple services please provide the timetable or the frequency</i>
Site Requirements (Environment, Function, Equipment, Materials, Safety)	
Deliverables	<i>Outcome upon completion of the services, such as Survey Report</i>
Service Quality KPI	<i>The key index measuring the performance of services and deliverables such as quality, punctuality and accuracy, etc.</i>
Other Requirements	
Condition on Service Change	

*** Mandatory content to fill**

Appendix B: Service Fee

*Breakdown of Charges /Schedule of service fee	List the service items and corresponding charges, hourly rates or fee schedule.
Extra expenses	Such as travel expenses
*Estimated service quantity/amount	Corresponding to the above breakdown of service fee
*Payment	[Upon execution of the Contract] OR [upon completion of the Service], within 30 days after receiving the tax invoice (Fapiao). Any special term is subject to approval.
Down payment and payment terms	
Deposit payment and refund terms	
Terms for cancellation	

*** Mandatory content to fill**

Appendix C: Data Processing Schedule ⁶

Description	Details
Duration of Processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature/purpose of Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>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.</i></p> <p><i>The purpose might include: employment processing, marketing, statutory obligation, grant distribution and management, event management recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, National identification number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subjects	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, Service Providers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Protection Measures	<i>[briefly describe the protection measures taken by the Service Provider for personal information processing, e.g. technical measures such as encryption, desensitization and technical measures such as preventing personal information leakage in system environment]</i>
Countries or International Organisations Personal Data will be transferred to	<i>[name the countries and International Organisations (where applicable) Where not applicable state N/A]</i>
Sub-Processors	<i>[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 Contract, where not applicable state N/A]</i>

⁶ Please consult IGRM on accuracy of the information to be filled out and check if DPIA is needed.

