Grant by the British Council (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 address and details*]]**
The Recipient:	**[*insert name and address details (and company number, if appropriate)*] [*("Recipient A")*] [*; and*] [*NB: Delete if there is only one Recipient*]** **[*insert name and address details (and company number, if appropriate)*] [*("Recipient B")*]** **[*NB: If applicable (i.e. if there are multiple Recipients of the Grant working in collaboration), list all of those organisations under the definition of "Recipient", each one being defined as "Recipient A", "Recipient B" etc*]**
Date:	**[*insert date when signed by the second party to sign, or the final party (which should be the British Council) if there are more than two parties to the Agreement*]**

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and the Recipient undertake to observe in the performance of this Agreement.

The British Council shall award the Grant to the Recipient for the purposes of funding the Project described in Schedule 1 on the terms and conditions of this Agreement.

[The Recipient acknowledges that, where it will carry out the Project in partnership and/or collaboration with, and will pass some or all of the Grant to, any other organisation(s) (such organisation(s) not being a party to this Agreement ("**Sub-Contractors**")), it will ensure that it enters into formal, legally binding agreements with each Sub-Contractor on terms which reflect and are no less onerous than the terms of this Agreement and that it shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of each Sub-Contractor.**] [*Delete where not applicable*]**

[Where the Recipient comprises more than one organisation, each of Recipient A and Recipient B **[*and Recipient C*]** shall be deemed to be bound by the terms of this Agreement jointly and severally, and all references to "Recipient" shall be construed accordingly. Where the context so implies, a reference to "Recipient" shall be deemed to include each of Recipient A and Recipient B **[*and Recipient C*]** as individual entities.**] [*Delete where not applicable*]**

Schedules

Schedule 1	Special Terms
Schedule 2	Project Proposal
Schedule 3	Standard Terms

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

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of THE BRITISH COUNCIL

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

Signed by [*insert name of Recipient* [*A*]]

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

Signed by [*insert name of Recipient* [*B*]]

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

[*Delete if not required or repeat for each named Recipient*]

Schedule 1

Special Terms

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

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

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

1 The Project

1.1 The British Council awards the Grant for the purposes of the **[*insert brief description of the project*]** as more fully described in the Project Proposal (Schedule 2) (the "**Project**").

2 Commencement and Duration

2.1 This Agreement shall come into force on **[*insert date*]**, the Project shall commence on **[*insert date*]** (the "**Project Start Date**") and this Agreement shall continue in full force and effect **[EITHER] [*for a fixed period of* [*x*] *months*] [OR] [*until the Project has been completed to the British Council's satisfaction as set out in the Project Proposal (Schedule 2)*]**, or such other date as may be agreed between the parties in writing from time to time (the "**Term**").

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

3 The Grant

3.1 The amount of the grant awarded to the Recipient is **[*insert amount of grant in figures and words, including the relevant currency, e.g. £10,000 (ten thousand pounds Sterling)*]** (the "**Grant**"). **[*NB: Where there are multiple organisations comprising the Recipient, you may need to differentiate between the amounts payable to each organisation, e.g. £[x] to Recipient A, £[x] to Recipient B etc.*]**

3.2 In consideration of the Recipient's delivery of the Project, the Grant shall be paid by the British Council to the Recipient by BACS transfer in accordance with the payment schedule below, subject to the Recipient's satisfactory compliance with the terms of this Agreement:

Payment	Maximum payable	Requirements/Milestones/Key Dates etc
[*1*]	£[ ]	[*insert details*]
[*2*]	£[ ]	[*insert details*]
[*3*]	£[ ]	[*insert details*]

[*Note: Table to be adapted as appropriate. Cross-refer to progress reports, budgets or project plans as necessary. Delete all of clause 3.2 if not applicable*].

3.3 Notwithstanding any other provisions in this Agreement, the Recipient will return any unspent Grant to the British Council within 30 days of the expiry or termination of this Agreement for whatever reason.

4 Funder

4.1 **[*Not applicable*] OR [**The body providing the funding for the Grant is: **[*insert name of the funder, e.g. the European Commission or Department for International Development*]** (the "**Funder**").**]**

5 Service of notices

5.1 For the purposes of clause 22 of Schedule 3, notices are to be sent to the following addresses:

To the British Council	To the Recipient
[*The British Council* ***1 Redman Place* ***Stratford*** ***London E20 1JQ*]** **[Attention: *insert name and job title*]**	**[*Insert address*]** **[Attention: *insert name and job title*]** **[*NB: Repeat as appropriate where the Recipient comprises multiple organisations*]**
Email: [*insert email address(es) to which notices may be sent*]	**Email: [*insert email address(es) to which notices may be sent*]**

6 Locations

6.1 The Project will be carried out in **[*insert list of locations*]** ("**Location**") or such other locations as may be agreed between the parties in writing from time to time.

Safeguarding and Protecting Children and Vulnerable Adults [NB *please note the following guidance on when to use this extended Safeguarding clause:*

- *Please include this clause if the other party is carrying out activity with children and/or vulnerable adults. This is in addition to the Safeguarding clause in Schedule 3.*
- *If the other party is not carrying out activity with children and/or vulnerable adults this clause may be deleted, however you must retain the Safeguarding clause in Schedule 3.*
- *Regardless of whether this extended clause is used or not used, please ensure the Safeguarding Clause in Schedule 3 of the Agreement remains as this is a Standard Term and should not be deleted.*

7 [*Safeguarding and Protecting Children and Vulnerable Adults*] [*NB: Delete this clause 7 if not applicable – see guidance note*]

7.1 The Recipient warrants that, in relation to all activities in connection with the Project, where any of the Location(s) are in England or Wales, it will comply with all legislation, codes of practice and statutory guidance relevant at any time in such Location(s) to the safeguarding and

protection of children and vulnerable adults (including the UN Convention on the Rights of the Child and the Children Act 1989), and with the British Council Safeguarding Policy, as may be amended from time to time.

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

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

7.4 The Recipient shall ensure that:

7.4.1 it is (and that any individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project is) subject to a valid enhanced disclosure check undertaken through the UK Disclosure & Barring Service, or the equivalent local check (as set out in clause 7.5 below), including a check against the adults' barred list[2] or the children's barred list[3], as appropriate; and

7.4.2 where applicable, the Recipient shall monitor the level and validity of the checks under this clause 7.4 for each member of the Recipient's Team, Relevant Persons, or other individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project.

7.5 Pursuant to clause 7.4.1 above, equivalent local checks, include, but are not limited to, the ACRO Criminal Records Office, 'International Child Protection Certificate' online criminal records checks and Code of Good Conduct' or any other services as detailed at the following link: https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants.

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

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

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

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

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

7.8 The Recipient shall immediately notify the British Council of any information that the British Council reasonably requests to enable the British Council to be satisfied that the obligations of this clause 7 have been met.

7.9 The Recipient shall refer information about any person employed or engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project to the UK Disclosure & Barring Service, or the equivalent local service as set out in clause 7.5, where it removes permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity) because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

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

7.11 The Recipient shall immediately contact the British Council to report any credible suspicions of, or actual incidents of activity related to the Project which contravene the obligations contained in this clause 7.

7.12 Pursuant to clause 7.11 above, the Recipient shall cooperate fully with investigations into such events, whether led by British Council, the Funder (if any) and/or their agents or representatives.

Schedule 2

Project Proposal

[*Insert the Recipient's Project Proposal or grant application here*]

Schedule 3

Standard Terms

1 Interpretation

1.1 In this Agreement:

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

"**British Council Requirements**" means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Recipient in writing or set out on the British Council's website at https://www.britishcouncil.org/partner/international-development/jobs/policies-consultants or such other web address as may be notified to the Recipient from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

"**Capital Asset**" means any item of equipment or other asset costing £500 (five hundred pounds) (excluding VAT) or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Grant;

"**Control**" means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and "**Controlled**" shall be construed accordingly);

"**Equality Legislation**" means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Project relates;

"**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;

"**Funder Agreement**" means the agreement (if any) between the Funder (if any) and the British Council relating to the provision of the funding out of which the Grant is made;

"**Funder Requirements**" means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, notified to the Recipient in writing (including by means of email or any website or extranet);

"**Intellectual Property Rights**" means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Recipient Team**" and the Recipient 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 Recipient engages in any way in relation to the Project; and

"**Relevant Person**" means any individual employed or engaged by the Recipient and involved in the Project, or any agent or contractor or sub-contractor of the Recipient who is involved in 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 Recipient's obligations

2.1 The Recipient warrants that the information given to the British Council in connection with the Project Proposal is true.

2.2 The Recipient shall:

2.2.1 use the Grant solely and exclusively for the purposes of funding the Project;

2.2.2 notify the British Council in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to it for any purpose whatsoever as soon as it is approved;

2.2.3 deliver the Project 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 Project Proposal (Schedule 2)), the reasonable instructions of the British Council and all applicable regulations and legislation in force from time to time. The Recipient shall allocate sufficient resources to enable it to comply with its obligations under this Agreement;

2.2.4 comply with the Funder Requirements (if any) and do nothing to put the British Council in breach of the Funder Requirements (if any);

2.2.5 not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British Council or the Funder (if any) or their respective officers, employees, agents or contractors;

2.2.6 obtain the prior written consent of the British Council (and, where applicable, the Funder) before purchasing any Capital Asset and shall not dispose of any Capital Asset without the British Council's prior written consent;

2.2.7 treat the terms of this Agreement and any information of a confidential nature relating to the British Council as confidential;

2.2.8 comply in all material respects with the Data Protection Legislation. The British Council and the Recipient agrees to any reasonable amendment to this Agreement in accordance with variation clause 16 in order to comply with any statutory amendments, re-enactment or revocation and replacement of current Data Protection Legislation and agree to execute any further documents required for compliance under the Data Protection Legislation in force at that time;

2.2.9 maintain records relating to this Agreement for seven (7) years following the year in which the Project is complete and allow the British Council and/or the Funder access to those records on reasonable notice and at reasonable times for audit purposes;

2.2.10 obtain the British Council's prior written consent to all promotional activity or publicity relating to the Project and act at all times in accordance with the British Council's reasonable instructions relating to such activity or publicity (and, in particular, the

Recipient shall not use the British Council's logo or other branding without having previously obtained such prior written consent);

2.2.11 comply with all applicable legislation and codes of practice relating to child protection and the promotion of the welfare of children in force in England and Wales and any other territory in which the Project takes place or to which the Project relates;

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

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

2.2.14 comply with all applicable laws in any jurisdiction in which the Grant is made, received or used and in which the Project takes place or to which the Project relates;

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

2.2.16 use its reasonable endeavours to ensure that it does not become involved in any conflict of interests between the interests of the British Council and/or the Funder and the interests of the Recipient itself or any client of the Recipient, and shall notify the British Council in writing as soon as is practically possible of any potential conflict of interests and shall follow the British Council's reasonable instructions to avoid, or bring to an end, any conflict of interests. In the event that a conflict of interests does arise, the British Council shall be entitled to terminate this Agreement on immediate written notice.

3 Withholding, Reduction and Repayment of the Grant

3.1 The British Council may (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Grant if:

3.1.1 the Recipient fails to comply with the terms of this Agreement;

3.1.2 the Recipient fails to comply, or ceases to comply, with any stated eligibility criteria for the Grant;

3.1.3 there is any financial irregularity or fraud in the operation of the Project;

3.1.4 there has been any overpayment of the Grant; or

3.1.5 the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.

3.2 If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.

3.3 The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. The Recipient will deduct any such taxes out of the Grant

and in no circumstances shall the British Council be required to pay any additional sums in respect of such taxes. In the event that the British Council is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, the British Council shall deduct and account for such taxes before paying the remainder of the Grant to the Recipient and shall notify the Recipient in writing of all such sums properly deducted.

4 Change Control

4.1 If the Recipient wishes to change the scope of the Project, it shall submit details of the requested change to the British Council in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

5 Intellectual Property Rights

5.1 Where any Intellectual Property Rights owned or licensed by the British Council are required to be used in connection with the delivery of the Project, the Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by the British Council.

5.2 The Recipient is responsible for obtaining any licences, permissions or consents in connection with any third party Intellectual Property Rights which the Recipient introduces into the Project. In addition, the Recipient warrants that the delivery of the Project does not and will not infringe any third party's Intellectual Property Rights.

5.3 The Recipient hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project for non-commercial purposes to publicise and report on the activities of the British Council in connection with the award of the Grant and the delivery of the Project.

6 Liability and Indemnity

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

6.2 Subject to clause 6.1, the British Council's total liability to the Recipient in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.

6.3 Provided that the British Council has paid the Grant to the Recipient in accordance with this Agreement, the Recipient shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Project and the receipt and use of the Grant and the Recipient shall indemnify and hold the British Council harmless from and against all such claims, costs, expenses, losses and liabilities.

6.4 The provisions of this clause 6 shall survive termination of this Agreement, however arising.

7 Termination

7.1 Without prejudice to any other rights or remedies which the British Council may have, the British Council may terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient if:

7.1.1 the Recipient uses the Grant or any part of it other than for the Project;

7.1.2 the Funder Agreement is terminated for any reason; or

7.1.3 the funding for the Grant is otherwise withdrawn or ceases.

7.2 The British Council may give notice in writing to the Recipient terminating this Agreement with immediate effect if:

7.2.1 the Recipient commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);

7.2.2 the Recipient becomes (or in the British Council's reasonable opinion is at serious risk of becoming) insolvent or unable to pay its debts as they fall due; or

7.2.3 there is a change of Control of the Recipient.

7.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

8 Data Processing

8.1 In this clause:

8.1.1 "**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 Project 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);

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

8.1.3 "**GDPR**" means, as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the DPA (as amended); and

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

8.2 The Recipient shall not breach the Data Protection Legislation and 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.

9 Anti-Corruption, Anti–Collusion and Tax Evasion

9.1 The Recipient 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 Recipient of its obligations under this Agreement.

9.2 The Recipient 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 Recipient, any Relevant Person, nor the Recipient'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**").

9.3 The Recipient warrants:

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

9.3.2 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

9.3.3 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

9.3.4 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).

9.3.5 Nothing under this clause 9.3 is intended to prevent the Recipient from discussing the terms of this Agreement with its professional advisors.

9.4 If the Recipient, or any Relevant Person is listed in a Screening Database for any of the reasons set out in clause 9.2 or breaches any of its obligations set out in clause 9.3, 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 9.5 below.

9.5 In the circumstances described at clause 9.4, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:

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

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

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

9.5.4 share such information with third parties.

9.6 The Recipient shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 9.2.

9.7 Without limitation to clauses 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6 above, the Recipient shall ensure that all Relevant Persons involved in the Project 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.

9.8 For the purposes of this clause 9, 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.

10 Safeguarding and Protecting Children and Vulnerable Adults

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

10.2 The Recipient 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.

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

10.3 In addition, the Recipient will ensure that, where it engages any other party in connection with the Project under this Agreement, that party will also comply with the same requirements as if they were a party to this Agreement.

11 Anti-slavery and human trafficking

11.1 The Recipient shall:

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

11.1.2 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;

11.1.3 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

11.1.4 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.

11.2 If the Recipient fails to comply with any of its obligations under clause 11.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

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

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

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

12 Equality, Diversity, Inclusion and Environment

12.1 The Recipient shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.

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

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

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

12.5 The Recipient shall ensure that all activities in connection with the Project are designed, sourced and carried out in a manner which is environmentally and socially responsible.

13 Assignment

13.1 The Recipient shall not, without the prior written consent of the British Council, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.

13.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Recipient warrants and represents that it will (at the British Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 13.2.

14 Waiver

14.1 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.

15 Entire agreement

15.1 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.

16 Variation

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

17 Severance

17.1 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.

18 Counterparts

18.1 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.

19 Third party rights

19.1 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 13 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

19.2 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).

20 No partnership or agency

20.1 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.

21 Force Majeure

21.1 Subject to clauses 21.2 and 21.3, 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.

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

21.2.1 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;

21.2.2 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

21.2.3 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.

21.3 Nothing in this clause 21 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).

22 Notice

22.1 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:

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

22.1.2 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;

22.1.3 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

22.1.4 by email to the relevant email address specified in clause 5.1 of Schedule 1 (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if this time falls outside of normal working hours in the United Kingdom (or such other country as has been specified by the receiving party), when normal 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.

22.2 To prove service of notice under clauses 22.1.1 to 22.1.3 above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

23 Governing Law and Dispute Resolution Procedure

23.1 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.

23.2 Subject to the remainder of this clause 23, 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.

23.3 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 23.3, either party may commence proceedings in accordance with clause 23.2.

23.4 Nothing in this clause 23 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.