

THIS AGREEMENT is dated **[DATE]**

BETWEEN

- (1) **THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SCO37733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN (the "**British Council**"); and
- (2) **[INSERT NAME OF CONTRIBUTOR]** of [insert address] ("**You**", and "**Your**" shall be construed accordingly).

BACKGROUND:

- (A) The British Council wishes to commission You to provide the Work (as defined below) on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. Interpretation

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

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

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

"**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, You perform Your obligations under this Agreement.

"**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.

1.2 In this Agreement:

- 1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them.
- 1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:
 - (a) services being provided to, or other activities being provided for, the British Council;
 - (b) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
 - (c) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and
- 1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

2. The Commission

- 2.1 You shall provide the work described in the attached Schedule (the “**Work**”) on the dates, and in accordance with any other requirements, specified in the Schedule.
- 2.2 You shall:
 - 2.2.1 use all reasonable skill, care and ability, and comply with all reasonable instructions of the British Council, in providing the Work;
 - 2.2.2 keep confidential the terms of this Agreement and any information of a confidential nature relating to the British Council; and
 - 2.2.3 not act in any way or provide the Work in any manner which may be derogatory or detrimental to the reputation, image or goodwill of the British Council.

3. Fees

- 3.1 In consideration for You providing the Work, the British Council shall pay you the fees specified in the attached Schedule (the “**Fees**”).
- 3.2 The Fees are all-inclusive and cover all costs and expenses incurred by You in providing the Work, unless otherwise agreed in writing by the British Council.
- 3.3 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, You may charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable.
- 3.4 Where You enter into a Sub-Contract, You shall:
 - 3.4.1 pay any valid invoice received from your subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and
 - 3.4.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 3.4.1 of this Agreement.
- 3.5 In clause 3.4, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the British Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4. Ownership of the Work

- 4.1 You hereby assign to the British Council with full title guarantee by way of present and future assignment all right, title and interest in the Work, Intellectual Property Rights existing in the Work, and any part thereof.
- 4.2 Subject to any provision varying this position in the Schedule, You hereby waive all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Work (and this waiver shall survive the expiry or termination of this Agreement).
- 4.3 You warrant that the Work, and the provision of the Work to the British Council, does not and will not infringe any third party’s Intellectual Property Rights.

5. Duration and Termination

- 5.1 This Agreement shall commence on the date specified in the Schedule and shall continue in force until the Work has been provided in full and to the satisfaction of the British Council, unless terminated in accordance with this clause 5.

- 5.2 Without prejudice to any other rights or remedies that the British Council may have, the British Council may terminate this Agreement:
- 5.2.1 immediately on notice to You if the provision of the Work is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 20.1) for a period in excess of 30 days;
 - 5.2.2 immediately on notice to You if You commit 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 British Council shall be entitled to terminate this Agreement with immediate effect); or
 - 5.2.3 at any time by giving You not less than seven days' written notice.
- 5.3 Upon termination, You shall deliver to the British Council any element of the Work completed but not provided to the British Council prior to termination together with all Your preparatory materials relating to the Work and where this Agreement is terminated under clause 5.2.1 or clause 5.2.3, the British Council will pay You on a pro rata basis for any Work properly carried out in accordance with this Agreement up to the date of termination where such Work has not previously been paid for.

6. Status

- 6.1 Your relationship to the British Council will be that of independent contractor and nothing in this Agreement shall render You an employee, worker, agent or partner of the British Council and You shall not hold yourself out as such.
- 6.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly You shall be fully responsible for and shall indemnify the British Council for and in respect of payment of the following within the prescribed time limits:
- 6.2.1 any income tax, national insurance and social security contributions and any other employment related liability, deduction, contribution, assessment or claim in any applicable jurisdiction arising from or made in connection with either the provision of the Work, or any payment or benefit received by You in respect of the Work, where such recovery is not prohibited by law and You shall further indemnify the British Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the British Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the British Council's negligence or wilful default; and
 - 6.2.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You against the British Council arising out of or in connection with the provision of the Work, except where such claim is as a result of any act or omission of the British Council.
- 6.3 The British Council may at its option satisfy the indemnities set out in clause 6.2 above (in whole or in part) by way of deduction from any outstanding Fees or other payments due to You.

7. Insurance

- 7.1 You shall take out and maintain during the term of this Agreement appropriate insurance cover in respect of Your activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place.

8. Limitation of Liability

- 8.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 8.2 Subject to clause 8.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.
- 8.3 Subject to clauses 8.1 and 8.2, the British Council's liability to You under this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the Fees, plus any late payment interest properly chargeable under the terms of this Agreement.
- 8.4 The provisions of this clause 8 shall survive the termination of this Agreement, however arising.

9. Anti-Corruption

- 9.1 You undertake and warrant that You have not offered, given or agreed to give (and that You 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 You of Your obligations under this Agreement.

10. Safeguarding and Protecting Children and Vulnerable Adults

- 10.1 You will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy, as notified to You and amended from time to time, which You acknowledge may include submitting to a check by the UK Disclosure & Barring Service (DBS) or the equivalent local service; in addition, You will ensure that, where You engage any other party to produce the Work (or any element of the Work) under this Agreement, that that party will also comply with the same requirements as if they were a party to this Agreement.

11. Equal opportunities and diversity

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

12. Assignment

- 12.1 You 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 Your rights or obligations under this Agreement.
- 12.2 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. You warrant and represent that You 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 12.2.

13. Waiver

- 13.1 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.

14. Entire agreement

- 14.1 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.

15. Variation

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

16. Severance

- 16.1 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.

17. Counterparts

- 17.1 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.

18. Third party rights

- 18.1 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 12 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 18.2 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).

19. No partnership or agency

- 19.1 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.

20. Force Majeure

- 20.1 Subject to clauses 20.2 and 20.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a **"Force Majeure Event"**) 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, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 20.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 20.2.1 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;
- 20.2.2 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
- 20.2.3 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.
- 20.3 Nothing in this clause 20 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 20.1).

21. Notice

- 21.1 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) and shall be delivered:
- 21.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 21.1.2 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; or
 - 21.1.3 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.
- 21.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

22. Governing Law and Dispute Resolution Procedure

- 22.1 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.
- 22.2 Subject to the remainder of this clause 22, 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.
- 22.3 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 22.3, either party may commence proceedings in accordance with clause 22.2.
- 22.4 Nothing in this clause 22 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.

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 contributor*]

Name:	Signature
Position:		

Schedule

Commissioning a video-maker

The Work

You will deliver to the British Council by 31 March 2016 four short videos, each of which will have a running time of between 2:30 and 4:00 minutes.

Each video will comprise a case study about one social enterprise participating in a British Council programme in each of these four countries: Bangladesh, Ghana India and Pakistan. The videos will explain what social or environmental challenges each social enterprise is seeking to address and how it is doing so. In addition, the videos will convey what support these social enterprises are receiving from UK and local organisations working in partnership through a British Council initiative (the 'Business and Investment Readiness' programme) designed to: 1) help social enterprises strengthen their organisational capacity, better measure and communicate their impact, and successfully bid for grant and investment funding; 2) enhance the quality of support services available for social enterprises in these countries by drawing on UK experience; and 3) foster international collaboration in social enterprise and share learning.

These videos will illustrate how our approach is creating opportunities for partnerships and collaboration between UK and overseas organisations to develop effective approaches to some of our biggest social and environmental challenges – and why this matters. The videos will be designed to inform and inspire audiences by focusing on the impact and outcomes, and demonstrating why social enterprise provides such a powerful mechanism and model for tackling social problems and building more sustainable, fair and inclusive economies and societies.

Output/Deliverables:

- The four videos will each last approximately three minutes.
- They will draw upon footage shot in the UK and featured countries. These will provide tangible examples of some BiR programme participants 'in action.' They may also include existing British Council footage and stock footage – if deemed necessary.
- They will follow scripts developed through collaboration between the Supplier and several British Council staff.
- The videos will have to meet British Council brand guidelines and be approved by senior British Council staff.
- The final cut of the videos will be delivered in a widely used format or formats in both high definition (suitable for screening) and lower resolution (suitable for uploading to and easy viewing on the web).
- The principal language in the videos will be English. When translation is necessary, the British Council will provide translators and supply written translation, including for any subtitles. If subtitles are required in the videos, the Supplier will create and upload them.

- The Supplier will provide a transcript of the each iteration of each script and of key interviews.
- The Supplier will provide a number of still photographs for use in articles and presentations promoting the video.

Mandatory inclusions:

Each of the four videos will draw on footage shot by the Supplier in the UK and relevant country.

They will include interviews with British Council staff and programme participants. They might also include interviews with partners, experts, beneficiaries or other credible witnesses or sources.

The Supplier will follow the British Council's brand guidelines for making video as detailed on the British Council Brand website.

They will feature the logo of the British Council and, if so determined by the British Council, logos of key partners

Key messages:

The videos will convey the following ideas, delivered in simple, clear, resonant language and evocative footage:

- The British Council supports the development of social enterprise in the UK and around the world.
- Our Global Social Enterprise programme has delivered significant impact since 2009, helping social enterprises to address social and environmental challenges and improve lives in their communities.
- A concise description of our Business and Investment Readiness programme (which seeks to 1) help social enterprises strengthen their organisational capacity, better measure and communicate their impact, and successfully bid for grant and investment funding; 2) enhance the quality of support services available for social enterprises in countries by drawing on UK experience; and 3) foster international collaboration in social enterprise and share learning)
- Explanation of the case study
- Description of how the partners are working together
- Benefits of this approach (e.g. for the partners, beneficiary social enterprise, the local community, our approaches to social and environmental challenges)
- Our work creates opportunities for UK social enterprises to collaborate with their counterparts overseas in addressing some of the key challenges of our time and sharing the UK's extensive experience in building strong inclusive communities.

- The British Council is helping to pioneer the inclusion of social enterprise approaches in international development. Social Enterprise provides a powerful model and mechanism for addressing some of the biggest challenges we face.

Tone:

- The videos should be inspiring rather than preachy, subtle rather than brash.
- They should not strike the viewer as self-congratulatory British Council promos. They should instead emphasize the benefits for all participants.
- Wherever possible they should show rather than tell. They should feature a number of voices.

Distribution:

- The videos will be featured on the British Council's Youtube channels as well as on our Global Social Enterprise website and Guardian Partner zone.
- It may also be featured on our partners' websites.
- The videos will be shown in conferences, in training sessions, in meetings with partners and stakeholders and internal colleagues.

You will be expected to work on the dates and in locations set out in the table below:

Date	Location
[insert date]	UK
[insert date]	India
[insert date]	Bangladesh
[insert date]	Pakistan
[insert date]	Ghana

Delivery of the Work

You shall provide the British Council with a copy of the final script for the Work, a music cue sheet with details of all musical work included in the Work, details of all clearances obtained in respect of third party rights in the Work, and a copy of the Work in a widely used format or formats in both high definition (suitable for screening) and lower resolution (suitable for uploading to and easy viewing on the web).

Final cut

You shall prepare and deliver to the British Council an assembly of the videos in sequence ("**First Cut**"). After the British Council has viewed the First Cut, where it feels it is appropriate to do so, the

British Council may provide You with any suggested alterations and You shall then, having good faith regard to the British Council's suggestions, prepare and deliver to the British Council a fine cut of the Film. Thereafter, the British Council shall, following consultation with You, have the right to make such additional cuts as it may in its absolute discretion deem necessary.

Personnel

Provided You are not in breach of any term of this Agreement, You shall, at Your cost, have the right to designate any personnel to assist You with the preparation of the Film.

Fees

In consideration for the provision of the Work, the British Council shall pay You the fee of £[**amount**] in the sums and on the dates set out below:

Sum due	Date due
£[insert amount]	[insert date] after the signature of this Agreement by both Parties.
£[insert amount]	[insert date] subject to delivery of the first cut by You and acceptance by the British Council.
£[insert amount]	[insert date] subject to delivery of the final cut by You and acceptance by the British Council.

If for any reason the British Council is dissatisfied with the Film You deliver, or any aspect of Your performance under this Agreement, the British Council may withhold an appropriate part of the above fees until the issue has been resolved to the British Council's reasonable satisfaction.

Commencement date

This Agreement shall come into force on [**insert date**].



Annex 1

Audio-visual and text - Consent Form

Global Social Enterprise Programme

The British Council would like to use your audio-visual materials (including any video, photographs, or audio), case study and/or comments for the purpose of promoting British Council activities. This form explains how this material may be used, and asks for your permission to use your information in this way.

How your information may be used

Using your information for promotional purposes may include placing your material in our publications, on our websites and in other published materials. We may also pass your material to any of our overseas offices, media outlets, or to trusted third parties, such as delivery partners, for these purposes.

As the British Council is an international organisation, promoting British Council activities may involve the global distribution of our publications and promotional materials as well as placing your material on our websites that are accessible worldwide.

The British Council may edit this content for operational and editorial reasons. This will not be to the detriment of your character or reputation.

By signing this form you agree that we may use your materials for the stated purposes, and consent to any global transfer and distribution that may involve.

Declaration

I have read the above and consent to the use of my information as stated. I confirm that I am over eighteen years of age.

Name (print name) _____

Signature_____ Date _____

Contact telephone number or email address *(We will only use these details to contact you if there is a query about this form.)*

If you are **under eighteen** years of age, please ask your parent/guardian to read the above information and sign the declaration below.

Parent/legal guardian: I have read the above and consent to the use of my child's information as stated.

Name of child _____ Age of child:_____

Your name (print name) _____

Signature_____ Date _____

Your Rights

Under the UK Data Protection Act 1998 you have the right to ask for a copy of the information we hold on you, for which we may charge a fee, and the right to ask us to correct any inaccurate information. For more details please contact your local British Council office or the Data Protection Team: dataprotection@britishcouncil.org . If you later decide that you do not want your information to be used for promotional purposes, please contact your local British Council office.



Annex 2

Self Declaration Form for Suppliers

Project: Global Social Enterprise Programme

Country: UK

Dates of assignment: [insert dates]

I declare that I have never been convicted of any offence involving any type of harm to a child or children, nor have I ever been warned or cautioned in relation to such a matter. I also declare that there are no civil or criminal proceedings of any nature pending against me at the date of this declaration relating to any allegation concerning any type of harm to a child or children.

I authorise the British Council to seek references or approach previous employers for information to verify information on disciplinary offences relating to children.

I understand that where any Regulated Activity is carried out in connection with the project that I (and any member of staff or individual engaged by me in connection with the project) will be required to undertake an enhanced Disclosure and Barring Service check through the Disclosure and Barring Service (DBS) or a local equivalent, including a check against the adults' barred list or the children's barred list, as appropriate. Where applicable, I shall monitor the level and validity of the checks for each member of staff or other individual engaged by me to carry out Regulated Activity in connection with the Project.

I give my permission to The British Council to check the above-mentioned criminal records periodically.

I understand that if I withhold any relevant information, or present false or inaccurate information, that the contract for services for the above mentioned project will be terminated with immediate effect.

I will adhere to the British Council's *Child Protection Policy*, *Child Protection Code of Conduct (4.1)*, and the *British Council Code of Conduct*. I confirm that I have received and read these documents at the time of signing this declaration.

In accordance with the British Council's Privacy Policy, the UK's Data Protection Act (1998) and any other relevant privacy law which applies in the country of engagement, this declaration is confidential and is extended solely in order to accredit my suitability to work with children whilst providing services to the British Council; this declaration may not be used totally or partially for any other purpose save that for which it is expressly made.

Name	
Signed	
Date	