

GRANT BY THE BRITISH COUNCIL

The British Council:	THE BRITISH COUNCIL PHILIPPINE BRANCH OFFICE, incorporated by Royal Charter and registered with the Securities and Exchange Commission under FN200913504, with office address at 10F Taipan Place F. Ortigas Jr. Road, Ortigas Centre, Pasig City 1605
The Recipient:	
Date:	

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 individuals (such individuals 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.

Schedules

Schedule 1	Special Terms
Schedule 2	Project Proposal
Schedule 3	Terms of Reference

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 Country Director of THE BRITISH COUNCIL

Name:	Nicholas Tomas	Signature:
Position:	Country Director		

Signed by the Consultant,

Name:		Signature:
Position:			

Schedule 1

Special Terms

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

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

For the purposes of the 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 **activities for Scoping Research on the Internationalisation of the Philippine Higher Education Sector** 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 _____ (the “**Project Start Date**”) and this Agreement shall continue in full force and effect ***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 **15** days’ written notice on the Recipient.

3 The Grant

- 3.1 The amount of the grant awarded to the Recipient is _____, _____ (the “**Grant**”).

4 Funder

- 4.1 The body providing the funding for the Grant is the British Council Philippines (the “**Funder**”).

5 Locations

- 5.1 The Project will be carried out in the **Philippines (“Location 1”)** or such other locations as may be agreed between the parties in writing from time to time.

Schedule 2

Specification

SCOPING RESEARCH ON THE INTERNATIONALISATION OF PHILIPPINE HIGHER EDUCATION

1. Context

British Council education work in the Philippines has for the last few years focused on Higher Education. Given the many development efforts on HE in the Philippines, British Council will need a comprehensive report and strategic plan to serve as guide for the British Council in informing its strategy and will be shared as well to relevant government agencies, industry leaders and other stakeholders to influence their policy decisions, plans and programs related to improving internationalisation in the Philippines.

2. Main Objective

The main objective of this scoping mission is to The main goal of the research is to identify and analyse the current status of the Philippines' higher education sector and how it could be developed and supported to achieve its aspiration of internationalisation.

The scoping study will also seek to provide an analysis of:

- 1) existing policies and regulations relating to the internationalisation of higher education (HE);
- 2) the priorities of the Commission on Higher Education (CHED) and other stakeholders for the internationalisation of the HE sector; and
- 3) opportunities and challenges for internationalisation.

Schedule 3

Standard Terms of Reference

It is expected that the consultant will complete the Terms of Reference indicated.

1. To provide an analysis of the current HE sector in the Philippines and how it compares to its ASEAN neighbours in terms of internationalisation. Internationalisation of higher education refers to institutional arrangements set up by governments, universities and education agents that involve the delivery of higher education services in two or more countries (UN);
2. To provide an analysis of the readiness and potential of the HE sector for (further) internationalisation and reform;
3. To identify and recommend possible strategies for internationalisation;
4. To identify and recommend possible roles for the UK and the British Council in providing support for the internationalisation of the sector, taking into consideration:
 - Where the British Council has a unique offer that can complement any existing international collaboration in Philippine higher education;
 - Areas of mutual benefit for the UK and Philippines in their cooperation; and;
 - Where there is potential for a sustainable funding model for the recommendations to be implemented.

6 Recipient's obligations

- 6.1 The Recipient warrants that the information given to the British Council in connection with the Project Proposal is true.
- 6.2 The Recipient shall:
 - 6.2.1 use the Grant solely and exclusively for the purposes of funding the Project;
 - 6.2.2 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;
 - 6.2.3 deliver all aspects of the Project with reasonable skill and care and in compliance at all times with the terms of this Agreement, the reasonable instructions of the British Council, and all applicable regulations and legislation in force from time to time;
 - 6.2.4 comply with the Funder Requirements (if any) and do nothing to put the British Council in breach of the Funder Requirements (if any);

- 6.2.5 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;
- 6.2.6 treat the terms of this Agreement and any information of a confidential nature relating to the British Council as confidential;
- 6.2.7 comply in all material respects with the Data Protection Act;
- 6.2.8 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;
- 6.2.9 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;
- 6.2.10 comply with all applicable legislation and codes of practice relating to diversity, ethnicity, equality, non-discrimination, human rights, child protection and the promotion of the welfare of children in force in Philippines and any other territory in which the Project takes place or to which the Project relates;
- 6.2.11 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;
- 6.2.12 not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement; and
- 6.2.13 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.

7 Publicity

- 7.1 The provisions of this clause shall apply unless specifically varied by the British Council Requirements or the Funder Requirements.
- 7.2 The Recipient shall:
 - 7.2.1 obtain the British Council's prior written consent to all promotional activity, public statements or press releases issued by the Recipient or on the Recipient's behalf in relation to the Project or any aspect of it;
 - 7.2.2 where requested to do so by the British Council, acknowledge the award of the Grant by the British Council (and, where applicable, the Funder) in any publicity about the Project; and
 - 7.2.3 incorporate the British Council's logo in all marketing materials in accordance with the British Council's visual identity guidelines for the Project (being such guidelines as shall be notified in advance to

the Recipient) and will not use the British Council's logo for any other purpose whatsoever.

8 Withholding, Reduction and Repayment of the Grant

- 8.1 The British Council may reduce, withhold or claim a repayment (in full or in part) of the Grant if:
- 8.1.1 the Recipient fails to comply with the terms of this Agreement;
 - 8.1.2 the Recipient fails to comply, or ceases to comply, with any stated eligibility criteria for the Grant;
 - 8.1.3 there is any financial irregularity or fraud in the operation of the Project; and
 - 8.1.4 there has been any overpayment of the Grant.
- 8.2 If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.
- 8.3 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.

9 Change Control

- 9.1 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.

10 Intellectual Property Rights

- 10.1 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.
- 10.2 The Recipient warrants that the delivery of the Project does not and will not infringe any third party's intellectual property rights.

11 Liability and Indemnity

- 11.1 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.

- 11.2 Subject to clause 7.1, the British Council's sole liability under this Agreement shall be to pay the Grant to the Recipient in accordance with the provisions of this Agreement.
- 11.3 Subject to clause 7.2, 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.
- 11.4 The provisions of this clause 7 shall survive termination of this Agreement, however arising.

12 Force Majeure

- 12.1 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.

13 Termination

- 13.1 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:
 - 13.1.1 the Recipient uses the Grant or any part of it other than for the Project; or
 - 13.1.2 the Funder Agreement is terminated for any reason.
- 13.2 The British Council may give notice in writing to the Recipient terminating this Agreement with immediate effect if:
 - 13.2.1 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); or
 - 13.2.2 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.
- 13.3 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.

14 Governing Law and Dispute Resolution Procedure

- 14.1 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 Philippines.

- 14.2 Subject to the remainder of this clause 10, the parties irrevocably agree that the courts of Philippines 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.
- 14.3 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 10 working 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 10.3, either party may commence proceedings in accordance with clause 10.2.
- 14.4 Nothing in this clause 10 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.

15 General

- 15.1 Subject to clause 4, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 15.2 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.
- 15.3 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.
- 15.4 This Agreement does not create any rights or benefits enforceable by any person not a party to it.
- 15.5 Notice given under this Agreement shall be in writing, sent for the attention of the person, 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 either personally, by courier, by pre-paid, first-class post or by recorded delivery. A notice is deemed to have been received: if delivered personally, at the time of delivery; in the case of pre-

paid first class post, recorded delivery or courier, 48 hours from the date of posting. If deemed receipt under this clause is not within working hours, the notice will be deemed to be received at the commencement of normal working hours on the first working day following delivery. 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.

- 15.6 The Recipient undertakes and warrants that neither it nor the Recipient's staff, employees or sub-contractors have offered, given or agreed to give, nor shall offer or give or agree to give to any person, company or firm any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do anything in relation to the obtaining of this Agreement or the execution of the Recipient's obligations under this Agreement or for showing or forbearing to show favour or disfavour to any person, company or firm in relation to this Agreement.