

Terms of reference

For: evaluative research into the outcomes of the Hammamet Conference Series

Date: June 2017

1. Overview of the British Council

The British Council is the UK's international organisation for cultural relations and educational opportunities. We create friendly knowledge and understanding between the people of the UK and other countries. We do this by making a positive contribution to the UK and the countries we work with – changing lives by creating opportunities, building connections and engendering trust. We work with over 100 countries across the world in the fields of arts and culture, English language, education and civil society. Each year we reach over 20 million people face-to-face and more than 500 million people online, via broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body.

2. Introduction and background

Research is a central tenet of our work - both sharing our knowledge, our networks, and our understanding of the countries and communities in which we work, and gathering evidence from which we and our partners can understand impact and improve on our programmes and projects. Working with young people is also at the heart of our work, whether by providing alternative pathways for those at risk of extremism, supporting their skills development and employability, or enabling them to enter into constructive dialogue about the future of their countries.

The Hammamet Conference series is a UK–North Africa programme of events run by the British Council. The major theme of the conference series is “The leadership challenge” and the content focuses on the shared challenges facing leaders in each of the participating countries. It is the focal point of a wider ongoing dialogue intended to inform a year-round discussion through events and online activity. Hammamet provides participants with a platform for dialogue, and seeks to generate solutions-driven conversations between the UK and the countries of North Africa.

It enables current and emerging leaders and opinion formers from Algeria, Egypt, Libya, Morocco, Tunisia and the UK to discuss shared challenges, exchange ideas, and learn more about the latest research and innovative thinking on issues of common concern. It provides a platform to develop shared solutions and ideas at a crucial time for the countries of North Africa. Its purpose is to share ideas, to respond to challenges and develop innovative solutions to the challenges faced by these countries.

It is attended by: emerging and established leaders in public policy making, civil society, business, education, the arts and the media. All participants are invited on the basis of their capacity to inform and stimulate debates, and their propensity to build trust between the UK and North Africa. Participants become Hammamet ‘Fellows’.

2016 marked the fifth in this series. This milestone provides an opportunity for Hammamet Fellows to reflect on the immense changes in the UK and North Africa since 2011, and for the British Council to consider the impact the Hammamet series has had so far, and how to shape its future.

To date, evaluation of Hammamet has been limited to mainly quantitative data: numbers of participants (analysed for EOD purposes), as well as some light-touch qualitative data (post-conference survey). In 2014, a review was conducted of the first three years, with recommendations for future development of the conference. This comprised a review of existing data, plus a limited number of interviews with stakeholders (Fellows and British Council colleagues).

We are now looking to commission a consultant or team of consultants to carry out a thorough evaluation of the project's impact on Fellows and their networks in country, and beyond (if applicable). This should reflect the impact as reported by Fellows, and as aimed for within the logical framework pertaining to the Hammamet series (which will be provided). The successful supplier will analyse whether there is a gap between the two and propose how to address this.

We anticipate the process comprising the following:

- Review of data already collated over the five years of Hammamet, such as the three-year review, post-event questionnaires etc.
- Face to face/ telephone interviews with about 30 Fellows (five from each Hammamet country)

This methodology is not set, and we are therefore open to proposals for methodology to provide depth and gain fresh qualitative findings, and to test past evidence.

3. Conditions and contractual requirements

The Contracting Authority is the British Council which includes any subsidiary companies and other organisations that control or are controlled by the British Council from time to time.

The appointed supplier will be expected to travel to British Council offices in the country where the supplier is based as required, in the delivery of the services.

The contract awarded will be for a duration of three months, based on project requirements.

The appointed supplier will only process personal data accessed in performance of the services in accordance with the British Council's instructions and will not use such data for any other purpose. The contracted supplier will undertake to process any personal data on the British Council's behalf in accordance with the relevant provisions of the Data Protection Act 1998 and ensure appropriate and legislative consent is acquired where necessary.

The British Council is committed to equality and to positive action to promote this. It believes that an Equal Opportunities Policy helps to ensure that there is no unjustified discrimination in the recruitment, retention, training and development of staff on the basis of gender including transgender, marital status, sexual identify, region and belief, political opinion, race, work pattern, age, disability or HIV/AIDS status, socio-economic background, spent convictions, trade union activity or membership, on the basis of having or not having dependents, or any other relevant grounds. The appointed supplier must agree to operate in accordance with these principles while undertaking work at or on behalf of the British Council.

The British Council is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000 (the “Act”). Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The British Council may also decide to include certain information in the publication scheme, which the British Council maintains under the Act.

If suppliers considers that any of the information included in their completed documentation is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

The suppliers should be aware that, even where they have indicated that information is commercially sensitive, the British Council might be required to disclose it under the Act if a request is received.

The suppliers should also note that the receipt of any material marked ‘confidential’ or equivalent by the British Council should not be taken to mean that the British Council accepts any duty of confidence by virtue of that marking.

The supplier will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council’s Child Protection Policy; in addition the supplier will ensure that where it engages any other party to supply any of the services under this agreement that that party will also comply with the same requirements as if they were a party to this agreement.

All relevant policies that suppliers are expected to adhere to can be found on the British Council website – <http://www.britishcouncil.org/about/policies>. The list of policies includes (but it is not limited to):

- Anti-Fraud and Corruption
- Child Protection Policy
- Equal Opportunities Policy
- Fair Trading
- Health and Safety Policy
- Environmental Policy
- Records Management
- Privacy

The British Council’s contracting and commercial approach in respect of the required services is set out at Annex [1]: Terms and Conditions of contract (the “Contract”). By submitting a tender, you are agreeing to be bound by the terms of this TOR and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in your tender unworkable, you should submit a clarification in accordance with Section 7 of this TOR (recruitment process and timescales) by 1 December and the British Council will consider whether any amendment to the Contract is required. Any amendments which are proposed but not approved by the British Council through this process will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the tender.

This document does not constitute an offer to provide goods and/or services to the British Council.

All costs incurred in the preparation of the proposal are the supplier's responsibility.

The British Council reserves the right to request reference information. The British Council is not obliged to award a contract for these services and reserves the right to withdraw from the procurement process at any stage.

4. Payment and Invoicing

The Council will pay correctly addressed and undisputed invoices within 30-45 days.

The essential information on an invoice for the Council is:

- A description of the services supplied.
- The Council reference number/Purchase Order number
- Addressed to Accounts Payable
- The costs including VAT (if applicable) and any other charges

5. Scope of Work/Specification/Outputs

The research study is expected to include the following:

1) **Desk review** of existing documents relating to Hammamet (evaluations) plus relevant literature. Output: No standalone output required – we anticipate the desk review providing material for the qualitative review, and that findings will be incorporated into the final report.

2) **Qualitative research** comprising Fellow interviews for enhanced understanding of the impact Hammamet has had upon them and their networks. This could include personal or emotional impact (as to how they felt); impact on the way they view themselves, their country, their community; impact on their view of the UK and/or other countries in North Africa; impact on them professionally (a change in the way they work); impact on actions – have they done anything differently since? We are also keen to uncover whether collaborations have taken place between and among Hammamet Fellows. Finally, within this section, we are keen to establish and uncover aggregated impact and whether/how the impact of attending a Hammamet event goes beyond the individual.

Output: as above

3) **Analysis** of the above and a summary of the impact – immediate, cumulative and potential – that Hammamet has had upon Fellows. A recommendations section to be included in terms of where impact can most effectively be built in order to meet British Council aims and the needs of the Fellows. Recommendations are also sought on how best to capture data to demonstrate impact.

Output: Recommendations of 5,000-10,000 words

4) **Executive summary** paper – 1,000 words.

5) **Case studies**. We do not intend to publish the whole evaluation; however, we would like to publish illustrative case studies capturing the experience of Hammamet Fellows and the impact it has had on them and their networks, in a standalone paper 'Hammamet Voices'. We anticipate the supplier outlining an approach to this in their submission, with the final number and outline agreed at inception of the programme.

Output: Details to be confirmed, but this would comprise a paper to be published and shared at the Hammamet Conference 2017, and beyond, illustrating the impact of the Conference series.

6. Intellectual Property Rights

Any pre-existing materials provided to the Supplier by the British Council and any reports, materials, and documents produced by the Supplier for the contract, the intellectual property rights will be owned by the British Council.

7. Recruitment process and timescales

Activity	Date
TOR Released	5 June 2017
Clarification / Questions from suppliers (Any questions should be submitted via email to christine.wilson@britishcouncil.org no later than noon BST on the specified date	12 June 2017
Questions answered	13 June 2017
Submission of bids	1700 BST 20 June 2017
Selection of Preferred Supplier	No later than 27 June 2017

To submit your proposal, please complete the supplier response form and send to Talia.bijwe-alexander@britishcouncil.org no later than 1700 BST on 20th June.

8. Evaluation Criteria

Supplier responses will be assessed using the following criteria and weightings. A score will be given for each part of the information submitted that is to be assessed. The qualitative aspects of your response will be evaluated entirely on your response submitted.

Criteria	Weighting
<p>Knowledge and Experience <i>Please be clear exactly which individuals will deliver the work and their direct knowledge and experience</i> Including for example:</p> <ul style="list-style-type: none"> • Track record of similar studies • Expertise in relevant subject • Expertise in qualitative research • Excellent written communication, including for a general public (not academic) audience • Experience in global/multi-country research projects 	30%
<p>Methodology and Approach Including but not limited to:</p> <ul style="list-style-type: none"> • Approach to the review of existing data and research • Method for qualitative data collection and analysis • Assurance of credible and robust findings 	30%

<ul style="list-style-type: none"> • A proposed methodology that can overcome cultural and language barriers across the named countries • Ideas for effective presentation and dissemination of the findings and recommendations. • A clear timeline outlined in the proposal, which is achievable, and builds in sufficient time for reviewing 	
Track record Does the supplier have a suitable track record that demonstrates they have experience in designing and delivering high-quality research and evaluation? Does the supplier show they are good communicators, able to write clearly with an eye on being accessible to a number of audiences?	20%
Costing – Quote provided best value for money consideration. Please provide the daily rates and for proposed personnel. NOTE: all costs should be included (travel, costs for workshops, telephone interviews, or other surveys, etc)	20%

The responses under each sub category will be scored based on the following matrix:

Points	Interpretation
10	Excellent - A comprehensive and strong answer indicating the provider is fully capable and experienced to deliver the required outcomes. A detailed response that directly responds to all requirements with no ambiguity and relevant examples provided.
7	Good - There are slight concerns that the organisation will not be able to achieve all the outcomes required and response lacked details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and few relevant examples provided.
5	Adequate - There are concerns that the organisation will not be able to achieve the outcomes required and response significantly lacks details of relevant experience. A less detailed response that broadly responds to the requirement with some ambiguity and no/irrelevant examples provided.
3	Poor Response/Limited Evidence - There are serious indications that the organisation will not be able to achieve the outcomes required and has not provided appropriate evidence of experience to successfully deliver the outcomes required. A response that is not entirely relevant to the requirement, with ambiguity and lacking specific detail.
0	Unacceptable - The answer is non-compliant and/or no relevant information has been received to demonstrate the organisation can achieve the required outcomes. No response or a response that is entirely irrelevant.

Please note that all your responses to the tender requirements and the pricing schedule will be incorporated into a contractual document. The successful tender will be the tender with the highest score awarded at the end of the evaluation process outlined in this TOR.

9. Budget

The indicative budget allocated for the work is NO MORE THAN £18,000 in total (including all costs and VAT). Please note that value for money is a key consideration in evaluating bids.

Annex 2 British Council Standard Terms

1 Interpretation

1.1 In this Agreement:

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

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

“**Deliverables**” means all Documents, products and materials developed or provided by the Supplier as part of providing the Services (including, without limitation, the Transferred Deliverables);

“**Document**” means (whether in hard copy or electronic format) any document, drawing, map, plan, diagram, design, picture or other image, tape, disk, or other device or record embodying information in any form;

“**End Client Agreement**” means the agreement (if any) between the end client (if any) and the British Council relating to the project in connection with which the Supplier is providing its Services as a sub-contractor;

“**End Client Requirements**” means the specific requirements of the end client (if any) or as notified to the Supplier in writing;

“**Premises**” means, where applicable, the premises or location where the Services are to be provided, as notified by the British Council to the Supplier;

“**Relevant Person**” means any individual employed or engaged by the Supplier and involved in the provision of the Services, or any agent or contractor or sub-contractor of the Supplier who is involved in the provision of the Services and includes, without limitation, the Key Personnel (if any);

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

“**Transferred Deliverables**” means (where applicable) the Deliverables which are described as “**Transferred Deliverables**” in the Special Terms (Schedule 1) and/or the Specification (Schedule 2) or in respect of which this Agreement otherwise provides that ownership of Intellectual Property Rights is to be assigned to the British Council.

1.2 Any headings in this Agreement shall not affect the interpretation of this Agreement.

- 1.3 A reference to a statute or statutory provision is a reference to it 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.
- 1.4 References to “**Working Days**” and “**Working Hours**” are, subject to any provisions to the contrary in the Special Terms (Schedule 1), references to normal business days and normal business hours in the territory in which the Supplier is providing the Services.

2 Supplier’s Responsibilities

2.1 The Supplier shall:

- 1.1.1 provide the Services and the Goods, and deliver the Deliverables to the British Council, with reasonable skill, care and ability in accordance with the terms of this Agreement (and, in particular, the Special Terms (Schedule 1) and the Specification (Schedule 2)), and with the reasonable instructions of the British Council, and shall allocate sufficient resources to the Services to enable it to comply with this obligation;
- 1.1.2 deliver the Goods to the delivery point and on the delivery date as notified to the Supplier (and time shall be of the essence for delivery);
- 1.1.3 comply with the end client Requirements (if any) and shall do nothing to put the British Council in breach of the end client Requirements (if any);
- 1.1.4 treat the terms of this Agreement and any information of a confidential nature relating to the British Council as confidential;
- 1.1.5 comply in all material respects with the Data Protection Act 1998 (or any equivalent legislation in any applicable jurisdiction);
- 1.1.6 maintain records relating to this Agreement for seven (7) years following the year in which this Agreement terminates or expires and allow the British Council and/or any end client access to those records on reasonable notice and at reasonable times for audit purposes;
- 1.1.7 obtain the British Council’s prior written consent to all promotional activity or publicity and act at all times in accordance with the British Council’s reasonable instructions relating to such activity or publicity;
- 1.1.8 comply with all applicable legislation and codes of practice relating to diversity, ethnicity, equality, non-discrimination and human rights in force in England and Wales and any other territory in which the Services and the Goods are to be provided;

- 1.1.9 take out and maintain during the term of this Agreement appropriate insurance cover in respect of its activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place;
 - 1.1.10 not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement;
 - 1.1.11 be entitled to use such parts of the Premises on a non-exclusive basis as the British Council may from time to time designate as are necessary for the performance of the Services provided that use of the Premises is strictly in accordance with the British Council's reasonable instructions and is to be solely for the purposes of providing the Services; and
 - 1.1.12 promptly notify the British Council of any health and safety hazards which may arise in connection with the performance of this Agreement, take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by the performance of the Services and notify the British Council of any incident occurring on the Premises or otherwise in connection with the provision of the Services which causes or could give rise to personal injury.
- 2.2 Where the Supplier is not an individual, it shall provide one or more Relevant Person(s) to provide the Services and shall procure that such Relevant Person(s) comply with the terms of this Agreement to the extent that such terms are applicable to such Relevant Person(s). Notwithstanding the deployment of any such Relevant Person(s), the Supplier shall remain wholly liable to the British Council and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Services. The British Council may, in its discretion, require the Relevant Person(s) to enter into direct undertakings with the British Council including, without limitation, with regard to confidentiality and intellectual property.
- 2.3 The Supplier warrants that the Goods shall: (a) conform to the Specification in Schedule 2; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the British Council; (c) be free from defects in design, material and workmanship and remain so for 12 months after delivery; and (d) comply with all applicable statutory and regulatory requirements.
- 2.4 Risk and title in the Goods delivered to the British Council shall pass to the British Council on delivery.

3 Status

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

3.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Supplier shall be fully responsible for and shall indemnify the British Council for and in respect of payment of the following within the prescribed time limits:

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

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

4 Price and Payment

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

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

4.3 Subject to clause 4.5 below, the British Council shall, unless agreed otherwise by the parties in writing, pay each of the Supplier's valid and accurate invoices by automated transfer into the Supplier's nominated bank account no later than 30 days after the invoice is received.

4.4 Where there is an end client, the British Council shall not be obliged to pay any invoice to the extent that it has not received payment relating to that invoice from the end client.

4.5 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the Supplier may charge interest on the amount of any such late payment at the rate of 1% per annum above the base rate from time to time of HSBC Plc, such interest to 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 such rate of interest is a substantial remedy for any late payment of any sum properly due and payable.

5 Change Control

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

6 Intellectual Property Rights

- 6.1 Where any intellectual property rights owned or licensed by the British Council are required to be used in connection with the provision of the Services or Goods, the Supplier acknowledges that it shall have no right to use the same except to the extent necessary for the provision of the Services or Goods and subject to such consents and restrictions as may be specified by the British Council.
- 6.2 The Supplier hereby assigns (with full title guarantee) to the British Council ownership of any intellectual property rights in the Transferred Deliverables and shall procure the waiver in favour of the British Council of all moral rights relating to the Transferred Deliverables. The Supplier undertakes at the British Council's request and expense to execute all deeds and documents which may reasonably be required to vest such rights in the British Council and to give effect to this clause 6.2.
- 6.3 The Supplier hereby grants to the British Council an irrevocable, royalty-free non-exclusive licence of any intellectual property rights in the Deliverables (excluding the Transferred Deliverables) for the purposes of receiving and using, and to the extent necessary to receive and use, the Services and the Goods in accordance with this Agreement.
- 6.4 The Supplier warrants that the provision of the Services or Goods does not and will not infringe any third party's Intellectual Property Rights.
- 6.5 British Council should be free to use the deliverable (s) or parts there of, freely and without the need for any royalty, fee, licenses, approval or any waiver from supplier. Some of the uses of the deliverable include, but are not limited to publication, symposiums, work shops, talks, internal and external communication.
- 6.6 British Council should be free to cite the supplier as the originator of the deliverables. This should be without the need for any royalty, fee, licenses, approval or any waiver from supplier.

7 Limitation of Liability

- 7.1 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.
- 7.2 Subject to clause 7.1, 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.
- 7.3 Subject to clauses 7.1 and 7.2, the British Council's sole liability under this Agreement shall be to pay to the Supplier the Charges as and when they become payable (plus any late payment interest properly chargeable under the terms of this Agreement).

8 Force Majeure

8.1 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.

9 Termination

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

1.1.15 the performance of the Services is delayed, hindered or prevented by circumstances of force majeure (as described in clause 8) for a period in excess of 28 days;

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

1.1.17 the Supplier or any Relevant Person is:

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

1.1.1.2 convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

1.1.1.3 in the reasonable opinion of the British Council or the end client (if any) negligent and incompetent in the performance of the Services; or

1.1.1.4 guilty of any fraud, dishonesty or serious misconduct.

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

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

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

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

9.4 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.

10 Assignment

10.1 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Supplier warrants and represents that it will (at the British Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 10.1.

11 Governing Law and Dispute Resolution Procedure

11.1 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.

11.2 Subject to the remainder of this clause 11, 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.

11.3 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 11.3, either party may commence proceedings in accordance with clause 11.2.

11.4 Nothing in this clause 11 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.

12 General

12.1 Subject to clause 5, no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

12.2 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.

- 12.3 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.
- 12.4 This Agreement does not create any rights or benefits enforceable by any person not a party to it (within the meaning of The Contracts (Rights of Third Parties) Act 1999).
- 12.5 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 12.5 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.