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| **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 |  |
| **The Recipient:** | **TBC** |  |
| **Application ID:** |  |  |
| **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 organisation(s) (such organisation(s) not being a party to this Agreement (“**Sub-Grantee(s)**”)), it will ensure that it enters into formal, legally binding agreements with each Sub-Grantee 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-Grantee.

**Schedules**

|  |  |
| --- | --- |
| **Schedule 1** | Special Terms |
| **Schedule 2** | Project Proposal |
| **Schedule 3** | Standard Terms |
| **Schedule 4** | Project Summary Budget |
| **Schedule 5** | Guidelines for Applicants |
| **Schedule 6** | Reporting Requirements |
| **Schedule 7** | Bank Details Form |
| **Schedule 8** | Brand Identity Guidelines |
| **Schedule 9** | British Council’s Research Ethics Policy |

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 the duly authorised representative of TBC**

|  |  |  |  |
| --- | --- | --- | --- |
| 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. The British Council awards the Grant for the purposes of the Going Global Partnerships, Research Environments programme as more fully described in the Project Proposal (Schedule 2) (the “**Project**”).
   2. The Recipient will carry out the Project in collaboration with TBC (the “**Project Partner"**), as detailed in the Project Proposal (Schedule 2).
   3. The Recipient will deliver the Project and manage the Grant, including where relevant, disbursing the Grant to the Project Partner and any other Sub-Grantees in accordance with the Project Proposal detailed in Schedule 2 of this Agreement.
2. Commencement and Duration
   1. This Agreement shall come into force on TBC and shall continue in full force and effect untilTBC (the “**Term**”).
   2. Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less 30days’ written notice on the Recipient.
3. The Grant
   1. The amount of the grant awarded to the Recipient is TBC (the “**Grant**”).
   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 and, in particular, the British Council Requirements, the Funder Requirements and the Eligibility Criteria set out in clause 4 below:

|  |  |  |
| --- | --- | --- |
| **Payment** | **Maximum payable** | **Requirements/Milestones/Key Dates etc** |
| TBC | £TBC | To be confirmed at the time of awarding the contract |

* 1. 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.

1. Eligibility Criteria
   1. The Recipient must comply with the eligibility criteria and requirements detailed in Schedule 5 (Guidelines for Applicants) (“**Eligibility Criteria**”) in order to qualify for the Grant.
   2. The Recipient warrants that it will continue to comply with the Eligibility Criteria throughout the Term.
2. Funder
   1. Not applicable.
3. Service of notices
   1. For the purposes of clause 27 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:** TBC | TBC  **Attention:** TBC |
| **Email:** TBC | **Email:** TBC |

1. Insurance Requirements
   1. The Recipient shall take out and maintain during the Term with a reputable insurance company the following cover types with the following indemnity limits:

**Insurance Cover Indemnity Limit**

Employer’s liability£5,000,000per claim

Public liability£2,000,000 per occurrence and in the aggregate (annual total of all losses)

Professional indemnity£2,000,000 per occurrence and in the aggregate (annual total of all losses)

Medical and travelAs needed and as advised by the relevant insurance provider.

or such other insurance cover types and indemnity limits as may be agreed between the parties in writing from time to time.

1. Locations
   1. The Project will be carried out in TBC(“**Location**”) or such other locations as may be agreed between the parties in writing from time to time.
2. Publicity
   1. Where the Recipient is responsible for the preparation of Project materials or materials promoting the Project, in addition to the publicity obligations in clause 12 at Schedule 3, the Recipient shallensure all materials are prepared in accordance with the Brand Identity Guidelines at Schedule 8;
   2. For the avoidance of doubt, the Recipient and the British Council agree that nothing in the Agreement shall prevent the Recipient from publishing the results of the Project in academic publications to ensure knowledge dissemination, provided always that the Recipient acts in accordance with this clause 9 and the Publicity requirements in clause 12 at Schedule 3.
3. Safeguarding and Protecting Children and Vulnerable Adults
   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.
   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.
   3. The Recipient acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006[[1]](#footnote-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).
   4. The Recipient shall ensure that:
      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 10.5 below), including a check against the adults' barred list[[2]](#footnote-2) or the children's barred list[[3]](#footnote-3), as appropriate; and
      2. where applicable, the Recipient shall monitor the level and validity of the checks under this clause 10.4 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.
   5. Pursuant to clause 10.4.1 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>.
   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. 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.
   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 10 have been met.
   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 10.5, 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.
   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.
   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 10.
   12. Pursuant to clause 10.11 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.
4. Delay Event
   1. In the event that either party’s operations and/or its ability to fulfil obligations under this Agreement are impacted due to an epidemic or pandemic (including COVID-19 or any subsequent strains thereof), either as a result of:
      1. any applicable government implemented advice, rule, order or legislation and/or capacity restrictions; or
      2. a decision or request by the Funder (if any), and/or as a result of the Funder Agreement (if any) being impacted, due to the epidemic or pandemic; or
      3. reasonable measures taken by the British Council, the Recipient and/or the Recipient’s Team to protect the health and safety interests of its personnel; or
      4. otherwise.

(a “**Delay Event**”)

the impacted party shall notify the other party of the Delay Event as soon as practicable of the effect this may have upon its obligations hereunder. The parties will negotiate in good faith to vary the Agreement to provide and agree revisions to and/or alternative ways of delivering the activities detailed in the Project Proposal in an appropriate manner. This may include modifications with respect to the Grant, the Project activities and timelines where appropriate.

* 1. In the event the parties cannot within a reasonable period agree upon the terms for the continuation of the Project (with or without modification) while the Delay Event continues to have an impact on either party, the British Council may:
     1. suspend the Project for 30 days by giving written notice to the Recipient (the “**Suspension Period**”). The Suspension Period may be extended by the British Council for a further 30 days. In the event of such suspension, the British Council shall pay to the Recipient the instalment or element of the Grant that is due as at the start date of the Suspension Period and in respect of which the relevant Project activity has been completed; and/or
     2. notwithstanding the provisions of clause 11 at any time, (including, if there has been a Suspension Period as provided in clause 11.2.1 above, during or at the end of that Suspension Period) terminate this Agreement without liability, with immediate effect.
  2. The British Council shall not be liable for:
     1. any of the Grant that would otherwise have been payable; or
     2. any other costs incurred by the Recipient.

In each case, during the Suspension Period or on termination pursuant to clause 11.2.2 above.

* 1. For the avoidance of doubt, the COVID-19 pandemic and the effects of any variant strain of the COVID-19 virus shall not be considered to be a Force Majeure Event as defined in this Agreement.

1. Health and Safety
   1. Where the Recipient delivers any face-to-face activities as part of the Project, the Recipient will carry out all appropriate risk assessments and implement all appropriate safety measures, in addition to compliance with all applicable legislation and Government instruction and/or advice in relation to COVID-19.
2. Recipient Responsibilities
   1. The Recipient Shall:
      1. use the Grant only for eligible costs detailed in Project Summary Budget at Schedule 4 and Guidelines for Applicants at Schedule 5 and disburse the Grant in accordance with the terms of this Agreement;
      2. complete and submit progress and final reports to the British Council in accordance with the Reporting Requirements at Schedule 6. The final report must be submitted to the British Council within 30 days of completion of the Project and shall also include a summary statement of expenses relating to the Grant, together with supporting documentation; failure to submit progress and final reports will result in the recovery of all or part of the Grant;
      3. complete British Council monitoring and evaluation surveys, including impact surveys after the end of the Project as outlined in the Reporting Requirements at Schedule 6;
      4. comply with the specific guidelines governing the Project provided by the British Council at Schedule 5 of this Agreement and any other reasonable requirements notified to the Recipient from time to time by the British Council; and
      5. complete and return the Bank Details Form at Schedule 7 to the British Council upon signature of this Agreement.
3. Good Data Management
   1. For the purposes of this Agreement “**Good Data Management Practices**” means:
      1. research data must be generated using sound scientific techniques and processes;
      2. research data must be accurately recorded in accordance with good scientific practices by the individuals conducting the research;
      3. research data must be analysed appropriately, without bias and in accordance with good scientific practices;
      4. research data and results must be stored securely and be easily retrievable; and
      5. data trails must be kept to allow individuals to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research;
   2. When conducting any research as part of the Project activities the Recipient shall;
      1. observe, and ensure that, where applicable, the Recipient’s Team observes principles and policy for research ethics that are no less robust than the British Council Research Ethics Policy at Schedule 9, and will obtain consent for human subject research in accordance with that policy and any applicable law;
      2. obtain and at all times maintain and comply with all professional codes of conduct, regulatory and ethical licences, consents and approvals required to enable the Recipient to carry out the Project in accordance with this Agreement; and
      3. keep complete and accurate records of all research, development and other work carried out in connection with the Project; and
      4. comply at all times with Good Data Management Practices.

**Schedule 2**

Project Proposal

**TBC**



**Schedule 3**

Standard Terms

1. Interpretation
   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);

“**Code**” means the Department of Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of that Act) (November 2004) as may be updated or re-issued from time to time and any other relevant codes of practice published by the Department of Constitutional Affairs or its successor bodies;

“**Confidential Information**” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Recipient (as the case may be) and all personal data and special categories of personal data within the meaning of the Data Protection Legislation;

“**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);

“**Environmental Information Regulations**” means the Environmental Information Regulations 2004;

“**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;

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“**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, without limitation, by means of email or any website or extranet);

“**Information Disclosure Requirements**” means the requirements to disclose information under:

(a) the Code;

(b) the FOIA; and

(c) the Environmental Information Regulations;

“**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’s Team**” means 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;

“**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; and

“**Request for Information**” means a request for information (as defined in FOIA) relating to or connected with this Agreement or the British Council more generally or any apparent request for such information under the Information Disclosure Requirements.

* 1. In this Agreement:
     1. any headings in this Agreement shall not affect the interpretation of this Agreement;
     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;
     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;
     4. without prejudice to clause 1.2.5, except where the context requires otherwise, references to:
        1. services being provided to, or other activities being provided for, the British Council;
        2. any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
        3. 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. obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities; and
    2. where this Agreement has been translated into a language other than the English language, the English language version shall prevail.

1. Recipient’s obligations
   1. The Recipient warrants that the information given to the British Council in connection with the Project Proposal is true and acknowledges that the British Council awards the Grant on this basis.
   2. The Recipient shall apply the Grant solely and exclusively for the purposes of funding the Project. The Recipient agrees to reimburse the British Council in full if the Grant is not used for this purpose.
   3. The Recipient confirms that the Project and the award of the Grant to it shall not breach any applicable State subsidy control rules.
   4. The Recipient shall 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 related to the Project as soon as it is approved.
   5. The Recipient shall 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.
   6. The Recipient shall comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements and/or the Eligibility Criteria.
   7. The Recipient shall comply with the Funder Requirements (if any) and shall do nothing to put the British Council in breach of the Funder Requirements (if any).
   8. The Recipient shall 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.
   9. The Recipient shall keep full and proper accounts and records of income and expenditure with regard to the Project and the British Council shall be entitled to receive copies of all information reasonably required on request (including, without limitation, bank statements, receipts and vouchers for expenditure incurred) and to audit the administration by the Recipient of the Grant and the Project.
   10. Where the British Council and/or the Funder requires more information or considers that any report and/or other documentation is not acceptable, or where the British Council and/or the Funder believes that the performance of the activity undertaken is not in accordance with this Agreement, the British Council shall provide sufficient details to the Recipient to enable it to rectify the situation. The British Council reserves the right to suspend or terminate (as the case may be) the Project and the Agreement in the event that the Recipient is not able to rectify the situation to the satisfaction of the British Council (and/or the Funder).
   11. The Recipient undertakes to work with the British Council to monitor and evaluate progress made towards achieving the Project through regular communication, face to face meetings if required and progress reports and agrees to provide any relevant information related to the activities detailed in the Project Proposal as and when requested.
   12. The Recipient shall 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.
   13. The Recipient shall 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. The Recipient 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.
2. Capital Assets
   1. A “**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.
   2. The Recipient shall obtain the prior written consent of the British Council (and, where applicable, the Funder) before purchasing any Capital Asset.
   3. Subject to clause 3.2, the Recipient shall advise the British Council in writing of the purchase of any Capital Asset and shall advise the British Council of its date of purchase, its purchase price (excluding VAT), its location and details of anyone else having an interest in the Capital Asset.
   4. The Recipient shall not dispose of any Capital Asset without the British Council’s prior written consent. The British Council may require the sale of any Capital Asset at open market value and may also require payment to the British Council of a share of the net proceeds of sale in proportion to the amount of Grant contributed to its purchase.
3. Withholding, Reduction and Repayment of the Grant
   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:
      1. the Recipient fails to comply with the terms of this Agreement;
      2. the Recipient breaches the warranty in clause 4.2 of Schedule 1;
      3. the Recipient makes a change to the Project which the British Council and/or the Funder has not approved;
      4. the Recipient attempts to dispose of a Capital Asset without the British Council’s prior written consent;
      5. there is any financial irregularity or fraud in the operation of the Project;
      6. there has been any overpayment of the Grant; or
      7. the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.
   2. The British Council will notify the Recipient in writing of any decision it (or the Funder) takes to reduce, withhold or claim a repayment of the Grant or any part of it and will, if appropriate, arrange a meeting with the Recipient to discuss the consequences of such decision.
   3. If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.
   4. 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
   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 accordance with the remainder of this clause.
   2. If the Recipient requests a change to the scope of the Project, it shall send such request to the British Council in writing, accompanied by a written statement of the following matters:
      1. the likely time required to implement the change;
      2. any foreseeable impact that the proposed change may have on the Recipient’s compliance with the Eligibility Criteria;
      3. any other impact of the proposed change on the terms of this Agreement; and

the British Council shall withhold or give its consent to such change in its sole discretion. If the British Council allows the Recipient to proceed with the change, the Recipient shall do so, following a variation of this Agreement in writing reflecting the agreed change in accordance with clause 21.

1. Intellectual Property Rights
   1. All Intellectual Property Rights shall remain the exclusive property of the party owning it. It is the responsibility of the Recipient, the Project Partner and all Sub-Grantees involved in the Project, between them to agree, in good faith negotiations on the ownership of all relevant intellectual property (IP) rights.
   2. 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.
   3. 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 to the best of its knowledge that the delivery of the Project does not and will not infringe any third party’s Intellectual Property Rights.
   4. 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. For the avoidance of doubt, such extracts would not include unpublished data where the British Council’s using them could jeopardise either future publication or commercialisation by the Intellectual Property Right owner.
2. Liability and Indemnity
   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.
   2. Subject to clauses 7.1, 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.
   3. Subject to clause 7.1, the Recipient’s total liability to the British Council 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 £2,000,000 (two million pounds Sterling).
   4. 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.
   5. The provisions of this clause 7 shall survive termination of this Agreement, however arising.
3. Confidentiality
   1. For the purposes of this clause 8:
      1. the “**Disclosing Party**” is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and
      2. the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.
   2. The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:
      1. is given only to such of its staff and professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and
      2. is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or consultants otherwise than for the purposes of this Agreement.
   3. The provisions of clause 8.2 shall not apply to any Confidential Information which:
      1. is or becomes public knowledge (otherwise than by breach of this clause 8);
      2. was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
      3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
      4. is independently developed without access to the Confidential Information; or
      5. must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
   4. Nothing in this clause 8 shall prevent the Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
   5. In the event that the Recipient fails to comply with this clause 8, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.
   6. The provisions under this clause 8 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.
   7. Each party acknowledges that each party is subject to the Information Disclosure Requirements and shall assist and co-operate with the other party to enable the other party to comply with those requirements.
   8. Where a party receives a Request for Information in relation to information that the party or any of its sub-contractors is holding on behalf of the party and which the party does not hold itself, the party shall, as soon as reasonably practicable after receipt, forward the Request for Information to the other party and the other party shall:
      1. provide the party with a copy of all such information in the form that the party requires as soon as practicable and in any event within 10 calendar days (or such other period as the party acting reasonably may specify) of the party’s request; and
      2. provide all necessary assistance as reasonably requested by the party to enable it to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, as applicable.
   9. Each party acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the other party may nevertheless be obliged to disclose the other party’s Confidential Information in accordance with the Information Disclosure Requirements:
      1. in certain circumstances without consulting the other party; or
      2. following consultation with the other party and having taken its views into account,

provided always that where clause 8.9.1 above applies, each shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the other after any such disclosure.

* 1. The provisions of this clause 8 shall survive the termination of this Agreement, however arising.

1. Termination
   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:
      1. the Recipient uses the Grant or any part of it other than for the Project;
      2. the Funder Agreement is terminated for any reason;
      3. there is a change of Control of the Recipient; or
      4. the funding for the Grant is otherwise withdrawn or ceases.
   2. Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
      1. 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);
      2. an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party’s assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
      3. the other party ceases, or threatens to cease, to carry on business.
   3. In any circumstances where the British Council has the right to terminate this Agreement it may instead, by serving written notice on the Recipient, suspend the Project for a reasonable period.
   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.
2. Data Processing
   1. In this clause:
      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);
      2. “**DPA**” means the UK Data Protection Act 2018;
      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
      4. “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are processed under this Agreement.
   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.
3. Audit
   1. The Recipient will fully co-operate with and assist the British Council in meeting its audit and regulatory requirements by providing access for the British Council, its internal auditors (which shall include, for the purposes of this Agreement the British Council’s internal, audit, security, safeguarding and operational risk functions), its external auditors or any agents appointed by the British Council or their regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of the activities and records of the Recipient (and to take copies of records and documents and interview members of the Recipient’s staff). The Recipient shall maintain all records relating to this Agreement (including the provision of the Services and the receipt of all Charges) for a period of seven (7) years following the year in which the provision of the Services under this Agreement is completed or such longer period as the British Council may notify to the Recipient in writing from time to time.
   2. The Recipient shall bear its own cost in relation to any reasonable number of audits carried out by the British Council and/or the Funder. Where any audit reveals any breach or non-compliance by the Recipient, the Recipient shall also bear the costs of the British Council and/or the Funder carrying out such audit.
4. Publicity
   1. The provisions of this clause 12 shall apply unless specifically varied by the British Council Requirements or the Funder Requirements.
   2. The Recipient shall:
      1. obtain the British Council’s prior written consent to all promotional activity, including any use of the British Council’s logo or other branding, 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;
      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
      3. following receipt of the British Council’s prior written consent to do so, 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.
5. Employees
   1. The Recipient agrees that it will not, without the prior written consent of the British Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term or for a period of 6 (six) months following termination, solicit or entice, or endeavour to solicit or entice away from the British Council any person employed by the British Council and involved directly in the award of the Grant.
6. Anti-Corruption, Anti-Collusion and Tax Evasion
   1. The Recipient undertakes and warrants that it has not offered, given or agreed to give (and that it 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.
   2. The Recipient warrants that it, and any Relevant Person, has and will retain in place, and undertakes that it, and any Relevant Person, will at all times 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.
   3. The Recipient warrants that:
      1. 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); and
      2. 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:
      3. a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or
      4. a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017.

Nothing under this clause 14.3 is intended to prevent the Recipient from discussing the terms of this Agreement with the Recipient’s professional advisors.

* 1. The Recipient acknowledges and agrees that British Council may, at any point during the Term 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, the Recipient’s Team nor any of the Recipient’s Team’s directors or shareholders (where applicable), is or have been listed:
     1. as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;
     2. as being wanted by Interpol or any national law enforcement body in connection with crime;
     3. as being subject to regulatory action by a national or international enforcement body;
     4. as being subject to export, trade or procurement controls or (in the case of an individual) as being disqualified from being a company director; and/or
     5. as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person,

(together the “**Prohibited Entities**”).

* 1. The Recipient warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.
  2. If any of the Recipient, the Recipient’s Team or the Recipient’s Team’s directors or shareholders (where applicable) is:
     1. listed in a Screening Database for any of the reasons set out in clause 14.4, or
     2. breaches any of its obligations set out in clauses 14.1, 14.2, 14.3 or 14.5;

then the Recipient shall promptly notify the British Council of any such breach(es) and the British Council shall be entitled to takes the steps set out at clause 14.7 below.

* 1. In the circumstances described at clause 14.6.1 and/or 14.6.2, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:
     1. terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or
     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 provide evidence of its compliance if required); and/or
     3. reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
     4. share such information with third parties.
  2. The Recipient shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 14.4.
  3. Without limitation to clauses 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7 and 14.8 above, the Recipient shall:
     1. ensure that all Relevant Persons involved in the Project or 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; and
     2. maintain accurate and up to date records of:
        1. any requests to facilitate any UK tax evasion offence or any foreign tax evasion offence made to the Recipient or any Relevant Person in connection with the Project or with this Agreement either in the United Kingdom or elsewhere;
        2. any action taken by the Recipient or any Relevant Person to inform the relevant enforcement bodies or regulatory authorities that the Recipient or any Relevant Person has been requested to facilitate a UK tax evasion offence or a foreign tax evasion offence (except to the extent that the Recipient or any Relevant Person is prevented by law from doing so);
        3. its compliance with its obligations under this clause 14 and all training and guidance provided to Relevant Persons in respect of the obligations under this clause and applicable laws for the prevention of tax evasion;
        4. the Recipient’s monitoring of compliance by Relevant Persons with applicable policies and procedures;
        5. the measures that the Recipient has taken in response to any incidence of suspected or actual tax evasion or facilitation of tax evasion or breach of this clause 14; and
     3. maintain and provide such access to the records or information referred to in clause 14.9.2; and
     4. ensure that all Relevant Persons involved in performing services in connection with this Agreement are subject to and at all times comply with equivalent obligations to the Recipient under this clause 14.
  4. For the purposes of this clause 14, 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.

1. Safeguarding and Protecting Children and Vulnerable Adults
   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 Supplier acknowledges may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks[[4]](#footnote-4).
   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.
   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.
2. Anti-slavery and human trafficking
   1. The Recipient shall:
      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;
      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;
      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
      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.
   2. If the Recipient fails to comply with any of its obligations under clause 16.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
      1. terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or
      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/or
      3. reduce, withhold or claim a repayment (in full or in part) of the Grant; and/or
      4. share with third parties information about such non-compliance.
3. Equality, Diversity and Inclusion
   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.
   2. The Recipient shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.
4. Assignment
   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.
   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 18.2.
5. Waiver
   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.
6. Entire agreement
   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.
7. Variation
   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.
8. Severance
   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.
9. Counterparts
   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.
10. Third party rights
    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 18 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
    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).
11. No partnership or agency
    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.
12. Force Majeure
    1. Subject to clauses 26.2 and 26.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its businessand/or material obligations hereunder by a Force Majeure Event.
    2. A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
       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;
       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
       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.
    3. Nothing in this clause 26 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).
13. Notice
    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:
       1. personally, in which case the notice will be deemed to have been received at the time of delivery;
       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;
       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
       4. by email to the relevant email address specified in clause 6.1 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.
    2. To prove service of notice under clauses 27.1.1 to 27.1.3 above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
14. Governing Law and Dispute Resolution Procedure
    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.
    2. Subject to the remainder of this clause 28, 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.
    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 28.3, either party may commence proceedings in accordance with clause 28.2.
    4. Nothing in this clause 28 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.

**Schedule 4**

Project Summary Budget

[Insert the Recipient’s Project Budget here]

**Schedule 5**

Guidelines for Applicants

[Insert the Guidelines here]

**Schedule 6**

Reporting Requirements

The Recipient is required to submit one progress report and a final narrative and financial report to the British Council on their progress as shown below.

|  |  |
| --- | --- |
| **Report** | **Deadline** |
| Progress Report | To be confirmed at the time of awarding the contract |
| Final Report | To be confirmed at the time of awarding the contract |

Please note if the progress report or final report is not completed on time, the British Council will reserve the rights to recoup funds or not give future instalments of funds that are due.

The progress and final report template will be sent to the Recipient.

Applicants are also expected to report gender and disability characteristics of participants, where possible. The categories used are:

Gender:

* Female
* Male
* Others
* Prefer not to say

Self-declared disability (Do you consider yourself to have any disability?):

* Yes
* No
* Prefer not to say

The British Council will conduct regular monitoring and evaluation, including the commission of independent evaluations for selected activities of strategic importance to the project.

A record should be kept of project activities, contracts, expenditures, financial transactions, and other important documentation for external auditing purposes.

**Schedule 7**

Bank Details Form

[Insert here]

**Schedule 8**

Brand Identity Guidelines

**Going Global Partnerships**

**Communications guidance for grant recipients**

1. **Purpose**

This guidance is for those working on partnerships and projects funded through the British Council’s Going Global Partnerships programme.

These guidelines help to ensure all communications activities carried out by you and your partners follow the appropriate branding and visibility guidelines to acknowledge support from the British Council.

This guidance covers:

1. The ‘Funded by’ descriptor logo
2. Standard messages
3. Referring to your project on social media
4. Photography permissions.

We also recommend passing this guidance on to your press/communications department, to ensure it is followed in any external communications activity.

**The ‘Funded by’ descriptor logo**

All externally circulated materials and documentation produced through the partnership should display the ‘Funded by’ British Council descriptor logo, to acknowledge support from the British Council.

You should have received this logo as an attachment to this grant agreement. If you need the logo to be resent, please contact [GoingGlobalPartnerships@britishcouncil.org](mailto:GoingGlobalPartnerships@britishcouncil.org)

Always use the indigo version of the logo on lighter backgrounds. On darker backgrounds use the white version of the logo.

Please follow the minimum sizes:

1. Minimum size print: 28mm wide
2. Minimum size digital: 60px wide

Also ensure there is a clear space around the logo – we recommend the width of the two circles.

**Standard messages**

All externally circulated materials, documentation and communications messages carried out through your partnership should including one of the following messages to acknowledge British Council support.

**Where space is limited (posters, invitations, certificates):**

*Supported by funding from the British Council’s Going Global Partnerships programme.*

**Where space isn’t limited (websites, programme booklets, reports, presentations):**

*Supported by funding from the British Council’s Going Global Partnerships programme.*

*Going Global Partnerships supports universities, colleges and wider education stakeholders around the world to work together towards stronger, equitable, inclusive, more internationally connected higher education, science and TVET.*

**Press releases (in the notes to editors’ section):**

*Supported by funding from the British Council’s Going Global Partnerships programme.*

*Going Global Partnerships supports universities, colleges and wider education stakeholders around the world to work together towards stronger, equitable, inclusive, more internationally connected higher education, science and TVET.*

*Through international partnerships, system collaborations and opportunities to connect and share, we enable stronger transnational education, more collaborative research, higher quality delivery enhanced learner outcomes and stronger, internationalised, equitable and inclusive systems and institutions.*

*This leads to stronger higher education, research and TVET systems around the world that can support fairer social and economic growth and address national and global challenges – all backed up by mutually beneficial international relationships.*

**Social media**

When talking about your project on social media, please use the hashtag #GoingGlobalPartnerships.

You may also wish to include the British Council’s higher education Twitter handle @HEGoingGlobal.

**Photography consent and permissions**

If you are taking photographs to use in communications related to your grant activity, you should ensure the correct consent and permissions are in place.

This means following correct consent and data protection practices when taking photographs – ensuring those being photographed agree to having their image taken, and for those photographs to be used for communications purposes.

It also means ensuring those taking the photographs have given their permission for the images to be used for communications purposes.

If you are supplying the British Council with photographs of your activity, we will ask you to confirm that the correct permissions and consent are in place before using these photographs.

**Schedule 9**

British Council’s Research Ethics Policy

**Overview**

This document provides the key ethical principles to which the British Council’s research activity and outputs must adhere. It should be consulted when planning research activity and must be reviewed at the very start of a new project by the Senior Responsible Officer (SRO) and Project Manager. Its principles must be adhered to throughout the full lifecycle of the project.

Some British Council research activities may require permission from a government agency or other authority – if so, this policy can and should be made available to those authorities, if required.

This Policy should be followed alongside the British Council’s [Code of Conduct](https://www.britishcouncil.org/about-us/how-we-work/code-conduct) and [Global Policy framework](https://www.britishcouncil.org/about-us/how-we-work/policies) – with particular reference to the [Safeguarding policies for Children and Adults](https://www.britishcouncil.org/about-us/how-we-work/policies/safeguarding), [Information Security and Management policy](https://www.britishcouncil.org/about-us/how-we-work/policies/information-security-privacy), [the Equality, Diversity and Inclusion (EDI) policy and guidance](https://www.britishcouncil.org/about-us/our-values/equality-diversity-inclusion), and their respective processes. It has been developed in line with the [Concordat to Support Research Integrity](http://ukrio.org/our-work/the-concordat-to-support-research-integrity) and in consultation of other external research ethics guidelines, policies and documents. For a full list of reviewed documents, refer to Appendix I.

The Policy is distinct and separate from the British Council’s ethical screening and due diligence processes that are to be followed when developing a new business relationship with or awarding grants to another organisation or individual.

For queries relating to this Policy, or about research ethics and good research practice more generally, contact the Research & Policy Insight team via the Head of Research at [research.risk@britishcouncil.org](mailto:research.risk@britishcouncil.org)

**Professional standards and research integrity**

All research activity must ensure that high professional standards are adhered to. The integrity of research activity is essential for the responsible practice of research.

* All policy requirements, costs and capacity for assuring ethics and good research practice must be worked into research or programme plans (and any contract)
* Any conflict of interest must be declared
* Research must be conducted according to relevant and required legal and professional frameworks, obligations and standards, including the principles of the [Concordat to Support Research Integrity](http://ukrio.org/our-work/the-concordat-to-support-research-integrity/)
* All sources of ideas, data, information, text or other intellectual property must be comprehensively referenced (including previous British Council reports and digital sources including social media)
* The input of authors and other contributors to the research must be appropriately acknowledged
* Permission and agreement for a research output to be published should be obtained from all those listed as an author of the output
* All research involving human participants must adhere to the principles outlined below relating to informed consent and the right to anonymity
* All aspects of the research process should be culturally contextualised and aligned to British Council values and EDI principles – this includes the framing of research questions, objectives and outputs, methodology design and the selection of suppliers, partners and participants
* British Council Country Directors should be made aware of research taking place in those countries at the beginning of the process
* For research commissioned or contracted by the British Council, accountability for ensuring that suppliers undertake that research in an ethical manner lies with the British Council SRO; there should be regular reviews of issues relating to research ethics and risk as part of the wider project management process

**2. Risk assessment and management**

1. **General principles**

All research activity must identify and review potential risks to all people and institutions involved (including physical, psychological, professional, reputational and legal risks) and how those will be mitigated. Guidance for British Council staff on how to do this can be found on the internal Risk Management SharePoint pages.

* Each project must have a named owner for risk management. This is typically the responsibility of the Project Manager
* All research activity should have a **Risk Register** that identifies and logs risks, which should be completed and updated accordingly throughout the research activity
* Project Managers are encouraged to upload **Risk Registers** to the central British Council risk register or, as a minimum requirement, to ensure that they keep and regularly update a local copy of the Register and that this is made available to the Research & Policy Insight Team when and if required.

1. **Secure and sensitive research activity**

If research activity is classified as ‘secure and sensitive’ based on the criteria listed below, the project is also required to be submitted for full ethical review, via the Head of Research at [research.risk@britishcouncil.org](mailto:research.risk@britishcouncil.org)

Projects must be submitted for full ethical review if they are found to be classified as ‘secure and sensitive’ because they involve one or more of the following criteria:

* The research is conducted or involves fieldwork in geographically high-risk locations
* The research presents significantly increased danger of physical or psychological harm for researcher(s) or subject(s), either from their association with the research process or from publication of research findings
* The research allows access to identifiable personal data for or potentially sensitive information relating to living individuals or involves other data protection and security concerns that require specific consideration or specialist attention (see section on **Data Protection and Security**)
* The research is commissioned under an EU security call and involves the acquisition of security clearances
* The research concerns threat from or study of terrorist or violent groups (noting that that the British Council cannot undertake any research that involves terrorist organisations or groups proscribed by the UK Government)
* The research concerns participants who are children under 18, adults at risk or other subjects who may unable to give fully informed consent
* The research concerns prisoners or others in custodial care (e.g. young offenders)
* The research concerns animals
* The research involves human physical contact
* The research is subject to another risk or concern identified by the staff member or country office responsible for managing the research

1. **Research in high-risk, unsafe, or politically sensitive locations**

As noted above, at the initial stages of research, all research activity must identify and review potential risks and how those will be mitigated. For risks related to high-risk, unsafe or politically-sensitive locations, the following principles must be adhered to:

* At the research inception stage, risks related to the location of research activity must be identified with mitigation plans proposed
* Research design, data collection methods, questions and analysis must be appropriate for the context, demonstrating an awareness of the sensitivities and the local context and possible risks that may arise regarding research participants, researchers and/or the British Council in terms of safety and reputational damage
* The British Council’s travel risk assessment must be completed prior to departure of travel and/or commencement of data collection activity
* The relevant British Council in-country teams must be notified of research activity taking place and/or researchers and colleagues arriving in high-risk locations, with necessary documentation and procedures completed prior to arrival

**3. Research involving human participants**

1. **General principles**

All research activity that involves human participants must ensure that a ‘do no harm’ approach is adhered to, with the below principles incorporated into the planning, data collection and dissemination stages as a minimum standard. Anonymity of research participants should be maintained as the default approach of British Council research; where this is not followed there should be a clear rationale and the risks must be identified and clearly mitigated.

Researchers must take all possible means to ensure that unequal power structures are acknowledged, and measures are taken to limit the possibility of reproducing unequal power structures, whether between researchers and respondents, between respondents, or between the different researchers involved in the project.

* All research involving human participants should ensure that risks are minimised, and benefits maximised
* All projects involving participants must have a participant information form that provides information on the project
* Details on participant information forms should include but are not limited to, the following: What the research is about; The organisations and partners involved (including their roles, and the funding); Its aims and objectives; How data will be handled and stored; How long data will be stored for and processes for destruction of data; How the research and data will anonymised for possible reuse; How the research and data will be used and disseminated and who the audiences are
* Participant information forms must also provide contact details for the British Council Safeguarding team and [Safecall service](https://www.safecall.co.uk/file-a-report/) for anonymous reporting of any issues or concerns relating to the conduct of the research that participants do not feel able to raise with the research team itself and/or with the British Council staff involved in the management or delivery of the project. (For further expectations and responsibilities of researchers and British Council staff around **Misconduct and Whistleblowing**, see below.)
* Informed consent for participation by those over the age of 18 must be provided in written form – if deemed not safe to do so or the participant is unable to do so, informed oral consent must be provided and documented by the interviewer. (For those under the age of 18 and adults at risk, see below.)
* If verbal rather than written consent has been provided, this must be adequately documented
* All participants must be warned in advance about any potential risks of harm, including: Physical or mental harm; Risk of information sharing and data protection; Risk of exposure to adult subjects (in the case of youth participants); Reputational risk; Risk to job security or employment prospects
* Where risks to participants have been identified, including both psychological and emotional as well as physical risks, appropriate support must be given to participants in order to manage and mitigate these risks
* All participants must be allowed access to the overall findings and their own data, should it be requested
* Participants must be given the option to not participate in the research following a briefing and to withdraw their participation at any time during the process – in this event, any related data collected from the participant(s) will be destroyed according to British Council policy
* Participants must be given the option for their involvement to remain anonymous
* Particular sensitivity to safeguarding and consent should be applied when working with children and youth (under the age of 18)
* Particular sensitivity should also be applied when working with sensitive groups (religious/political) and to risk involved to participant identity in quoting interviews and to the use of photographs or visual identification such as film
* [The British Council’s Equality, Diversity and Inclusion policy and guidance](https://www.britishcouncil.org/about-us/our-values/equality-diversity-inclusion) and [Safeguarding policies for Children and Adults](https://www.britishcouncil.org/about-us/how-we-work/policies/safeguarding) should be adhered to all throughout all research activity to ensure that the access to and participation in research activity and the development, delivery and engagement of research is ethical, equitable inclusive and provides equal opportunity to those involved

Risks to the ethical, equitable and inclusive conduct of the research, and agreed mitigation strategies, should be identified, and logged in the **Risk Register**

1. **Research involving children or adults at risk**

In addition to the above principles on research involving human participants, when conducting research that involves children (under the age of 18) or adults at risk of harm (also known as vulnerable adults), the following principles must be adhered to.

Particular attention should be paid to incorporate the British Council’s [Equality, Diversity and Inclusion policy and guidance](https://www.britishcouncil.org/about-us/our-values/equality-diversity-inclusion) and [Safeguarding policies for children and adults](https://www.britishcouncil.org/about-us/how-we-work/policies/safeguarding) at risk into any research activity that involves child and adult participants deemed at risk. This is in view of conditions in the external environment which may bring such participants into harm, factors relating to the research itself that may mean participants could become vulnerable through taking part, or due to factors relating to the participants themselves, e.g. age, disability, ethnicity or race, gender, religion or belief and/or sexual identity.

* Identification of children, at risk adults and groups, and the risks and benefits associated with including them within the specific research activity, must be conducted within the planning phase, included in the **Risk Register** (see above) and regularly reviewed throughout the research process
* As noted above, researchers must take all possible means to ensure that unequal power structures are acknowledged, and measures are taken to limit the possibility of reproducing unequal power structures, whether between researchers and respondents, between respondents, or between the different researchers involved in the project
* Procedures to mitigate risk should be included in the **Risk Register**,as well as provision of appropriate support so that children or adults at risk can feel respected and participate with confidence knowing that their safety is prioritised
* Where research is conducted outside of the UK, any difference between the British Council’s safeguarding standards and those of the local context must be identified and incorporated into the **Risk Register** at the beginning of the research process and reviewed throughout

Specifically, for research activity that involves **children**:

* The British Council conducts a no tolerance risk approach to child safeguarding, meaning that all necessary efforts must be made to comply with the British Council’s policy
* Permission through free and informed parental consent and consent of the child should be gained prior to the study
* There should be regular check-ins with the child and their parents throughout the research process to confirm their willingness to continue
* Any digital components of the research that include child participants must also adhere to the stated principles to ensure both physical and digital safety of children

Specifically, for research that involves **adults at risk**:

* Free and informed consent from a designated guardian is required in addition to the adult at risk, if the adult at risk is determined to be unable to provide free and informed verbal and/or written consent
* There should be regular check-ins with the designated guardian throughout the research process to confirm their willingness to continue
* To assess whether the research activity includes adults at risk, British Council staff can refer to the internal Adults At Risk Assessment Tool found on the intranet

**4. Data protection and security**

Data collection during research activity must be accompanied by an agreed method and approach to data protection, in line with the following principles. This includes the collection of data through qualitative or quantitative methods, in person or digitally, and through primary and/or secondary research.

* The research practice and the collection, storage, management and publication of participant and partner information must adhere to the General Data Protection Regulation (GDPR) and the Data Protection Act, 2018
* Personal data ([information that relates to an identified or identifiable individual](https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/what-is-personal-data/)) should only be gathered if it is essential for the specific research aims of the project, and a detailed strategy must be agreed to ensure all personal data collected will be kept confidential and anonymous
* Particular attention must be given to the risks and ethics of research that: (i) Involves the processing of personal data concerning children, vulnerable people or people who have not given their consent to participate in the research; (ii) Involves profiling, automated decision-making, data-mining techniques, big-data analytics and artificial intelligence, as such processing operations may pose higher risks to the rights and freedoms of data subjects; (iii) Involves international transfers of data to or from countries outside the UK or EU where researchers may be subject to different ethical rules or where treatment of the data may fall short of GDPR standards
* Data must be collected through secure, open and transparent means and written and/or verbal consent must be obtained even when accessing secondary data (including from social media platforms, from mobile devices and in email communications)
* Where media data is collected for research purposes, this must be stated in the information about the campaign, programme material or in an information sheet, and participants must be offered the chance for their data to be excluded
* Data gathered via social media or other platforms which may directly or indirectly reveal user’s identity or be recognisable, should be anonymised or avoided
* Research data should be validated and stored appropriately, and provision to delete records made – this includes research data gathered through mobile and digital devices, and social media methods
* The Project Manager and Researchers must take measures to ensure confidentiality, privacy and data protection and retention during and beyond the end of the project – including in data sharing and linkage – and to ensure that all participants are informed if and for how long their data will be archived
* Collaborative projects should have clear responsibilities for data creation, management and archiving between the project partners, suppliers and consultants and these should be set out in any formal Collaboration Agreement and data management plan

**5. Research collaboration and partnerships**

For research activity that involves the commissioning of, partnership with and/or collaboration with an external partner, consultant or supplier should adhere to the following principles in order to ensure that the partnership will meet the standards and needs of the British Council and related aims of the activity.

The British Council’s standard template for Research Collaboration Agreements with external research consultancies and suppliers can be obtained from the global contracts portal or from the Research and Policy Insight Team at [research.contracts@britishcouncil.org](mailto:research.contracts@britishcouncil.org).

* An appropriate Collaboration Agreement or contract must be signed to govern all research partnerships, commissions, or collaborations
* There must be clear agreement with all external partners and consultants around the roles, responsibilities, and financial contributions of all parties. This will also govern the management of intellectual Property Rights, confidentiality, data protection, and the publication and dissemination of research outputs
* The roles and contributions of all partners and consultants involved in a project must be made clear to the research subjects and participants
* For research commissioned by the British Council, responsibility for assessing and mitigating ethical risk and review lies with the supplier contracted or commissioned to carry out the research – in the UK or in country
* Accountability for ensuring that suppliers undertake that research in an ethical manner lies with the British Council SRO; there should be regular reviews of issues relating to research ethics and risk as part of the wider project management process
* Where research is undertaken as a joint partnership between the British Council and a partner organisation, there is a joint accountability between the British Council and the partner to ensure that research is undertaken in an ethical manner and this should be outlined in Collaboration Agreement
* For fieldwork or in country studies, the commissioned researcher or Research Organisation is responsible for assessing ethical concerns and assuring that the ethical research conduct of all third parties commissioned to carry out fieldwork in country are aligned with this policy
* The commissioned researcher should be provided with a contact in the local British Council country office if the British Council staff member managing the research is not based in the country in question
* Researchers commissioned by the British Council should highlight the risks as per their own institution’s ethics policies to the British Council staff responsible for the research project
* If the concern relates to child participants (under the age of 18) or at-risk adults, the British Council’s Safeguarding policies for children and adults should be followed
* For commissioned research, British Council procurement processes – including the assessment of supplier proposals – must include appropriate review and scrutiny of how the contracted researchers will manage risks and ethical issues relating to the research
* For all research commissioned by the British Council, should there be any conflict or discrepancy between the British Council Research Ethics policy and that of the research supplier or partner, the British Council policy will apply and should be adhered to in all circumstances, unless local legal requirements stipulate that this is not possible
* Queries, concerns or issues relating to the above principle should be brought to the attention of the Research and Policy Insight team (via the Head of Research at [research.risk@britishcouncil.org](mailto:research.risk@britishcouncil.org))

**6. Dissemination and accessibility of research outputs**

Research activity must adhere to the following principles, including reviewing considerations and requirements relating to equality, diversity and inclusion (EDI). For further guidance on mainstreaming EDI, British Council staff can consult the British Council’s EDI equality policy and Guide to Mainstreaming on the EDI pages of the intranet.

* The research outputs and any notes relating to the research design and methodology must be appropriately archived and shared with the Research and Policy Insight team for inclusion in the British Council’s internal Research Library
* There should be a clear data management plan, outlining responsibilities for data creation, management, and archiving
* Research outputs funded by the British Council’s FCDO grant or other public funds should be made as freely available as possible, including via the British Council website and/or via external open-access repositories
* Research outputs funded by other external grants should be made available in line with the funder’s open access policies and requirements
* In all cases, research outputs should be made available in a timely manner and as openly available as possible, acknowledging that (i) commercial sensitivities may require this to be on a paid-for basis and (ii) there may be cases where considerations of safety and ‘do no harm’ principles dictate that it is not possible to make (part of) the research publicly available at all
* Any limitations on the openness and accessibility of research outputs should be raised in as timely a manner as possible with the Research and Policy Insight team (via the Head of Research at [research.risk@britishcouncil.org](mailto:research.risk@britishcouncil.org))
* All funding sources must be acknowledged in any publication or publicity
* Where feasible and appropriate, research outputs should be published and licensed to third parties under the terms of a Creative Commons Attribution Non-Commercial 4.0 International Licence
* Appropriate licences, permissions or consents must be obtained in connection with Intellectual Property Rights
* Particular attention should be paid to the requirements of data protection legislation – including the Data Protection Act 2018 – where personal data is involved, as well as the general he principles of minimising harm, respecting people’s rights and dignity and not breaking confidentiality
* Dissemination of research outputs should be considered as part of the overall research design and reviewed throughout the research project – ensuring that the formats, languages and platforms that will be used to share and disseminate outputs meet the needs of, and are accessible, to all participants and the intended audiences and beneficiaries
* Activity should take EDI principles into account and may require particular thought and consideration where audiences or beneficiaries are likely to include (for example) people with low literacy rates, disabled people, adults at risk, or children

**7. Misconduct and whistleblowing**

British Council staff and external research partners and suppliers involved in the management or delivery of research activity have a duty to report anything they feel may be unethical or contrary to the principles of this or any other British Council policy. Criminal behaviour should be reported directed to the police.

* This applies both to research conducted by British Council staff and to research commissioned to external consultants or undertaken in partnership with external organisations
* External research partners or consultants must be made aware of which British Council staff are responsible for the research project at the outset in order to enable the appropriate reporting of any concerns that may arise
* Such staff will include: i) The Project Manager or commissioner; ii) A local country office contact if the research is being undertaken (in part or in full) outside the country from which it was commissioned; and iii) The Research and Policy Insight team
* External research partners or consultants must also report any concerns about research misconduct as per their own organisation’s ethics procedure

Concerns about and allegations of research misconduct, should they arise, will be addressed by the British Council through the following **three stage process**:

* **Stage 1**: Reporting to the British Council Project Manager responsible for the research project and attempted resolution locally, with the Research and Policy Insight team being notified (via the Head of Research at [research.risk@britishcouncil.org](mailto:research.risk@britishcouncil.org)) but not directly involved

If this is not possible or the resolution is deemed unsatisfactory, the misconduct or concern will be escalated, as follows:

* **Stage 2:** Internal investigation into the issues raised, overseen by the Head of Research, to be initiated within 10 working days of the escalation
* **Stage 3:** If resolution is not possible or deemed unsatisfactory following this initial investigation, the issue will be escalated by the Head of Research to the Director of Research and Policy Insight and the Research and Evaluation Board for further assessment and formal investigation, to be completed within 28 days of the issue being escalated and conducted in line with the appropriate [British Council policies](https://www.britishcouncil.org/about-us/how-we-work/policies)

Anyone involved in a research project (including British Council staff and external research partners and suppliers, as well as research participants) may also contact the British Council’s Safeguarding team and/or use the external [Safecall service](https://www.safecall.co.uk/file-a-report/) for anonymous reporting of any issues or concerns relating to the conduct of the research, should they not feel able to raise these with the British Council Project Manager responsible for the research project.

As part of the recruitment process, all research participants must be made aware of how to report concerns confidentially. It must be made clear that confidentiality will not be breached except in circumstances where a child or adult at risk is at risk of harm and where action is necessary to ensure they are protected.

**Appendix I**

*The following documents were reviewed to support the development of this Policy:*

Universities UK Concordat to support research integrity (2012, updated 2019)

RCUK Policy and Guidance on Governance of Good Research Conduct (2013, updated April 2017)

DFID Ethical Guidance for Research, Evaluation, Monitoring activities (2019, updated January 2020).

Oxfam undertaking research with ethics guidelines (2012)

York University Code of Practice on Research Integrity (2019)

EU Horizon 2020 Guidance Note - research on refugees, asylum seekers and migrants (2016, updated January 2020)

EU Horizon 2020 Guidance Note – social science and humanities (October 2018)

EU Horizon 2020 Guidance Note – ethics and data protection (November 2018)

University of Cambridge Policy on the Ethics of Research Involving Human Participants and Personal Data (2016, updated October 2018)

BOND – putting the people in the picture first, Ethical guidelines for the collection and use of content (July 2019)

UKRI Whistleblowing – Freedom to speak up Policy (2019)

UKRI Equality, diversity and inclusion policy (n.d.)

Universities UK Concordat to support research integrity (2012, updated 2019)

University of Edinburgh Research ethics and data protection briefing note (n.d.)

British Library Code of Good Research Practice (2018)

Code of Conduct for Social Science Research UNESCO (n.d.)

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). [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
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. [↑](#footnote-ref-3)
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) [↑](#footnote-ref-4)