Think piece: A vision for the future of social entrepreneurship within education systems

Date: 2 December 2016

1. Overview of the British Council
The British Council is the UK’s international organisation for cultural relations and educational opportunities. We create friendly knowledge and understanding between the people of the UK and other countries. We do this by making a positive contribution to the UK and the countries we work with – changing lives by creating opportunities, building connections and engendering trust.

We work with over 100 countries across the world in the fields of arts and culture, English language, education and civil society. Each year we reach over 20 million people face-to-face and more than 500 million people online, via broadcasts and publications. Founded in 1934, we are a UK charity governed by Royal Charter and a UK public body.

2. Introduction and background
The British Council’s global social enterprise programme forms part of our work in Society. Social enterprises are organisations which address social and environmental problems through innovative solutions that improve people’s lives in our communities and societies. We build capacity in the sector, forge international networks, and support policy leaders to create ecosystems in which social enterprise and social investment can thrive. Our work supports positive social change, inclusive growth and sustainable development helping to build inclusive economic systems.

The programme has delivered a series of high profile reports such as:

• a Vision of Social Enterprise in Europe 2020 which considers the evolution of social enterprise into the mainstream economy
• Think Global Trade Social concerning the potential for social business to deliver the UNs Sustainable Development Goals
• Mappings of social enterprise in a number of countries including most recently India, Pakistan, Bangladesh and Ghana.

On the ground the programme is active in 28 countries and includes: policy and government engagement, capacity building for social entrepreneurs, and work with Universities, schools and other education providers to embed social enterprise.

The British Council’s has also recently developed a core skills programme through our schools work. Core skills, sometimes referred to as deep learning skills or skills for the 21st
century, are the essential skills young people need to be fully prepared for life and work in a global economy. Core skills include

1. Critical thinking and problem solving
2. Collaboration and communication
3. Creativity and imagination
4. Citizenship
5. Digital literacy
6. Student leadership

The British Council believes that there is great potential in supporting the large numbers of young people who are interested in using socially entrepreneurial solutions through education systems. We are building our knowledge of audiences internationally, and have strong examples that demonstrate the benefits which social enterprise teaching has on students and on their skill development.

Addressing our global challenges will require a whole generation of social innovators and change makers. To what extent do our education leaders see this as part a future education system? And what would this look like? How are we creating opportunities for young people to solve global issues giving them a lifelong capacity to deal with problems. Can education be a uniting factor that can create opportunities and solve problems?

For a school to be able to prepare its students for the 21st century workforce, the supporting education system needs to be responsive to new trends in international employment. The 2014 British Council report; ‘What will Social Enterprise look like in Europe by 2020’, predicted that; “universities and schools will increasingly feature social enterprise as a core component on their curriculum and as an integral part of many subjects.” This is echoed in our recent Higher Education reports launched at Going Global this year.

The 2016 OECD report; ‘Trends shaping education’, looked at levels of innovation within a country and found that “governments are moving to streamline procedures required to start businesses [and] international research collaboration is rising.” These initiatives, amongst others, incentivise entrepreneurship and demonstrate that its impact is valued. What complimentary work could be done within the education sector to support the development of international entrepreneurial skills?

Evidence suggests that young people are far more motivated by values and ethics in the work place and achieving a social impact from the work they do is increasingly important. This is evidenced in multiple reports including the Deloitte millennials survey, RB STracker report and SEUK State of the sector survey.

More information about our work in social enterprise can be found at: https://www.britishcouncil.org/society

3 Conditions and contractual requirements

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

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

The contract awarded will be for a duration of three months, based on project requirements, the contract may be extended for a further month.

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

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

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

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

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

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

The supplier will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy; in addition the supplier will ensure that where it engages any other party to supply any of the services under this agreement that that party will also comply with the same requirements as if they were a party to this agreement.
All relevant policies that suppliers are expected to adhere to can be found on the British Council website – [https://www.britishcouncil.org/organisation/transparency/policies](https://www.britishcouncil.org/organisation/transparency/policies) The list of policies includes (but it is not limited to):

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

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

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

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

The British Council reserves the right to request reference information.

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

4 Payment and Invoicing

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

The essential information on an invoice for the Council is:

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

5 Scope of Work/Specification/Outputs
We wish to commission a ‘thought piece’ that will provide a vision for the future of social entrepreneurship within education systems.

We wish to commission a ‘thought piece’ that will seek the opinions of expert leaders on their role in enabling new generations capable of solving some of the World’s most urgent problems, providing young people with the skills for 21st century. It will serve as a platform for debate and discussion and stand alone as a major contribution to any road map for future policy and strategy. As such it could provide the basis for prompting debate amongst stakeholders and policy makers. This piece will challenge current thinking and stimulate future action and innovation.

Research questions:

How are global education systems equipped to tackle some of our biggest global challenges and are they providing young people with the right skills to support the development of the next generation of socially minded entrepreneurs?

- What role can education systems play in promoting social entrepreneurship?
- How do education systems need to change to ensure young people are equipped to be social innovators and change makers?
- How can education systems develop students’ international core skills?
- How is education a uniting factor in tackling global challenges?
- How do we creating opportunities for young people to solve these problems?
- Are education policies aligned internationally and can they build innovative nations and/or knowledge economies?
- What is the impact of not investing in new systems?
- Is there a role for experiential learning such as the emergence of Studio schools and Innovation hubs in universities?

The research study is expected to include the following: desk based research/lit review elaboration interviews and reflection, recommendations for system and policy change.

Tasks

1. Desk based review of existing literature to ascertain the evidence (mapping/databases) and current narratives around education and social entrepreneurship. The review will include, but not be limited to, the following questions:
   - Who is leading in this space?
   - What motivates them to do this?
   - How are they doing this?
   - What is the evidence that where this exists it is having an impact?
   - Is it producing enterprising solutions that are being used to address global challenges?
   - Is social entrepreneurship providing an effective platform for developing skills for 21st century?

   Output: 3,000 words.

2. Questionnaires designed circulated and completed by targeted group of thought leaders
Output: Findings of questionnaires 2000 words and infographic.

3. Conduct a series of 1-1 interviews over phone/skype to ascertain opinions of thought leaders

Output: An overall findings report of 4,000 words.

4. Produce a series of recommendations based on evidence collated from thought leaders and an executive summary reflecting the findings of the overall piece

Output: Executive summary and recommendations 2000 words.

Total report length not to exceed 11,000 words/20 pages.

6 Intellectual Property Rights

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

7 Recruitment process and timescales

We will adopt the following recruitment schedule:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>TOR Released</td>
<td>2nd December 16</td>
</tr>
<tr>
<td>Expressions of interest and application to be submitted along with 2 page</td>
<td>16th</td>
</tr>
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(Any questions should be submitted via email to social.enterprise@britishcouncil.org no later than 1700 GMT 16th December 2016)

Selection of Preferred Supplier

Note: Timescales are estimated and may be subject to change.

To submit your proposal please complete Annex 2 and send to social.enterprise@britishcouncil.org no later than 1700 GMT Friday 16th December 2016.

8 Evaluation Criteria

Please submit a short sample of your work (2 pages maximum) and then complete Annex 2. Supplier Response below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
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<tbody>
<tr>
<td>Knowledge and Experience of subject area</td>
<td>30%</td>
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<tr>
<td>Including for example:</td>
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<tr>
<td>Track record of leading studies and publications in the research areas</td>
<td></td>
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<tr>
<td>(education systems, entrepreneurship and social enterprise)</td>
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<td>Academic expertise in relevant subject</td>
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<td>Expertise in qualitative research</td>
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<td>Excellent written communication, including for a general public (not</td>
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<td>academic) audience</td>
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<td>Experience in global/multi-country research projects</td>
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</table>
Methodology and Approach
Including but not limited to:
Approach to the review of existing data and research
Ideas for effective presentation and dissemination of the findings and recommendations.

Timing and Staffing

Costing – Quote provided best value for money consideration.
Please provide the daily rates and for proposed personnel. NOTE: all costs should be included.

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

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

Please note that all your responses to the tender requirements and the pricing schedule will be incorporated into a contractual document.

The successful tender will be the tender with the highest score awarded at the end of the evaluation process outlined in this TOR.

**9 Budget**

The indicative budget which has been allocated for the work is £10,000-12,000 in total (including all costs and VAT).

**Additional information**

This report needs to be ready for publication by 15th March 2017 with a planned soft launch and panel debate around the Education World Forum in London on 22-25th January.
Annex 1. Terms and Conditions of contract

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 10 Spring Gardens, London, SW1A 2BN] OR [insert name of appropriate local entity where relevant outside the UK] [where appropriate add the following wording] [operating through its local office at [insert office address and details]]

The Supplier: [insert name and address details (and company number, if appropriate)]

Date: [insert date when signed by the second party to sign (which should be the British Council)]

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 Supplier undertake to observe in the performance of this Agreement.

The Supplier shall supply to the British Council, and the British Council shall acquire and pay for, the services and / or goods (if any) described in Schedule 1 and / or Schedule 2 on the terms of this Agreement.

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<th>Schedules</th>
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<td>Schedule 1</td>
<td>Special Terms</td>
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<td>Schedule 2</td>
<td>Specification</td>
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<td>Schedule 3</td>
<td>Charges</td>
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<td>Schedule 4</td>
<td>Standard Terms</td>
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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 Supplier.

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

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<td>Position:</td>
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Signed by [insert name of Supplier]

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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 provision of the Services and any Goods, 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 **Commencement Date and Term**

1.1 This Agreement shall come into force on [insert date] and, subject to paragraph 1.2 below, shall continue in full force and effect until [insert date] OR [until all Services have been completed and all Goods and / or Deliverables have been delivered to the British Council's satisfaction as set out in Schedule 2 (Specification)] (the “Term”).

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

2 **Key Personnel**

[Note: Only use this provision where the British Council has agreed to appoint the Supplier on the basis that the services of certain key individuals will be supplied]

2.1 The Supplier shall deploy the following persons in the provision of the Services: [insert list] (the “Key Personnel”).

3 **Working Hours**

3.1 For the purposes of this Agreement “Working Hours” and “Working Days” shall mean [insert relevant working hours/working days details for territory in which Services are to be provided or premises at which Services are to be provided [e.g. 9 a.m. to 5 p.m. local time Monday to Friday OR 10 a.m. to 6 p.m. local time Sunday to Thursday]].

4 **Supplier’s Liability**

[Note: Only use this provision where the British Council has agreed that the Supplier should be allowed to limit its liability]

4.1 Subject to the limitation of liability provisions in the Standard Terms (Schedule 4), the total liability of the Supplier to the British Council whether in contract, tort, negligence, breach of statutory duty or otherwise for any direct loss or damage, costs or expenses arising under or in connection with this Agreement shall not exceed [insert figure in numbers and words] for each claim or instance of liability.
Specification

Services

[Insert here definition and specification of the Services. If these are consultancy services, this may include the terms of reference issued by the British Council and/or any end client.]

Goods

[Insert here definition and specification of the Goods.]
Charges

The Charges for the Services and/or Goods will be [insert details] [e.g. monthly charge/fixed sum paid against an agreed payment schedule/daily or hourly rates/unit charges/price list for a range of products. If the Agreement is for the provision of consultancy on a daily basis, state the maximum number of days].

[NB: Include details of any agreed expenses].

[Note: The following is an example (relating to the supply of Services) only and can be deleted or adapted as necessary:]

[The Charges set out above are an all inclusive fee except for those additional expenses specifically referred to below, and covers all preparation, report writing and all other work, which is carried out in [           ]. It is expected that the Supplier will meet all costs and expenses necessary to provide the Services under this Agreement, including, but not restricted to: the costs of salaries, bonuses, superannuation medical and travel insurance, insurance for personal possessions or of any fees payable to personnel employed, or engaged by the Supplier. The Charges are also deemed to cover the cost of personal equipment, non-Working Days and all other costs including but not limited to clothing, passports and vaccinations, travel to and from the airport, accommodation costs, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Agreement.

In addition to the Charges the British Council will reimburse the Supplier for the following expenses incurred as a direct consequence of the engagement, subject to such expenses being agreed with the British Council separately in advance:

Sums equivalent to a housing and subsistence allowance (to cover accommodation, meals, local travel etc) based on a rate of [              ] per month in [                 ] for up to a maximum of [                          ], not exceeding [                          ].

Sums equivalent to a subsistence allowance (per diem) based on a rate of [              ] per night for each night (Note: EU contracts count nights spent, not 24 hour periods), spent away from the base of missions, assumed to be in [               ]. Costs or per diems will not be paid for any time spent outside [               ], unless agreed separately in writing.

Sums equivalent to a travel allowance to cover excess baggage, medical insurance, visa, international flights, domestic travel between the Supplier’s full time place of residence (or that of any applicable Relevant Person) and the airport up to a maximum of [              ], based on the rate of [              ] per return Economy flight for up to a maximum of [              ] flights, over the life of the project from the Supplier’s full time place of residence (or that of any applicable Relevant Person) to [               ]. All flights must be in economy class.

The Charges and allowances for the Supplier will be reimbursed by the British Council and are fixed for the duration of the Agreement].
Standard Terms

1 Interpretation

1.1 In this Agreement:

“Background IPR” means any Intellectual Property Rights (other than Project IPR) belonging to either party before the Commencement Date or not created in the course of or in connection with the Project;

“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 Supplier in writing or set out on the British Council’s website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to the Supplier from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

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

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

“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, Goods/Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Supplier (as the case may be) and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

“Deliverables” means all Documents, products and materials developed or provided by the Supplier as part of providing the Services;

“Document” means (whether in hard copy or electronic format) any document, drawing, map, plan, diagram, design, picture or other image, tape, disk, or other device or record embodying information in any form;
“End Client” means the end client (if any) in respect of the project in connection with which the Supplier is providing its Services as a sub-contractor;

“End Client Requirements” means the specific requirements of the End Client, as notified to the Supplier in writing;

“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 Supplier provides the Services;

“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;

“Goods” means the goods or products (if any) to be supplied by the Supplier under this Agreement as set out in the Special Terms (Schedule 1) and/or the Specification (Schedule 2);

“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;

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

“Project” means the project in connection with which the Supplier provides its Services as further described in the Special Terms (Schedule 1) and/or the Specification (Schedule 2);

“Project IPR” means all Intellectual Property Rights that arise or are obtained or developed by either party, or by a contractor on behalf of either party, in respect of the Deliverables in the course of or in connection with the Project;

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

“Request for Information” means a request for information (as defined in the 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;

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

“Supplier’s Team” means the Supplier and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors which the Supplier engages in any way in relation to the supply of the Services or the Goods; and

“Third Party IPR” means any Intellectual Property Rights not belonging to either party to this Agreement but used by the Supplier in the creation of the Deliverables and/or in the course of or in connection with the Project.

1.2 In this Agreement:

1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;

1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

(i) services being provided to, or other activities being provided for, the British Council;

(ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and

(iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and
1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

2 Supplier’s Responsibilities

2.1 The Supplier shall:

2.1.1 provide the Services and the Goods, and deliver the Deliverables to the British Council, with reasonable skill, care and ability in accordance with the terms of this Agreement (and, in particular, the Special Terms (Schedule 1) and the Specification (Schedule 2)), and with the reasonable instructions of the British Council, and shall allocate sufficient resources to the Services to enable it to comply with this obligation;

2.1.2 deliver the Goods to the delivery point and on the delivery date as notified to the Supplier (and time shall be of the essence for delivery);

2.1.3 comply with the End Client Requirements (if any) and shall do nothing to put the British Council in breach of the End Client Requirements (if any);

2.1.4 not at any time during the Term do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British Council or the End Client or their respective officers, employees, agents or contractors;

2.1.5 comply in all material respects with the Data Protection Act 1998 (or any equivalent legislation in any applicable jurisdiction);

2.1.6 maintain records relating to this Agreement for seven (7) years following the year in which this Agreement terminates or expires and allow the British Council and/or any end client access to those records on reasonable notice and at reasonable times for audit purposes;

2.1.7 obtain the British Council’s prior written consent to all promotional activity or publicity and act at all times in accordance with the British Council’s reasonable instructions relating to such activity or publicity;

2.1.8 comply with all applicable legislation and codes of practice relating to diversity, equality, non-discrimination and human rights in force in England and Wales and any other territory in which the Services and the Goods are to be provided;

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

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

2.1.11 be entitled to use such parts of the Premises on a non-exclusive basis as the British Council may from time to time designate as are necessary for the performance of the Services provided that use of the Premises is
strictly in accordance with the British Council's reasonable instructions and is to be solely for the purposes of providing the Services; and

2.1.12 promptly notify the British Council of any health and safety hazards which may arise in connection with the performance of this Agreement, take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by the performance of the Services and notify the British Council of any incident occurring on the Premises or otherwise in connection with the provision of the Services which causes or could give rise to personal injury.

2.2 Where the Supplier is not an individual, it shall provide one or more Relevant Person(s) to provide the Services and shall procure that such Relevant Person(s) comply with the terms of this Agreement to the extent that such terms are applicable to such Relevant Person(s). Notwithstanding the deployment of any such Relevant Person(s), the Supplier shall remain wholly liable to the British Council and shall be responsible for all acts and omissions (howsoever arising) in the performance of the Services. The British Council may, in its discretion, require the Relevant Person(s) to enter into direct undertakings with the British Council including, without limitation, with regard to confidentiality and intellectual property.

2.3 The Supplier warrants that the Goods shall: (a) conform to the Specification in Schedule 2; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the British Council; (c) be free from defects in design, material and workmanship and remain so for 12 months after delivery; and (d) comply with all applicable statutory and regulatory requirements.

2.4 Risk and title in the Goods delivered to the British Council shall pass to the British Council on delivery.

3 Status

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

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

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

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

4  **Price and Payment**

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

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

4.3 Subject to clause 4.4 below, the British Council shall, unless agreed otherwise by the parties in writing, pay each of the Supplier's valid and accurate invoices by automated transfer into the Supplier’s nominated bank account no later than 30 days after the invoice is received.

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

4.5 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the Supplier may charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable.

4.6 Where the Supplier enters into a Sub-Contract, the Supplier shall:

4.6.1 pay any valid invoice received from its subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and

4.6.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 4.6.1 of this Agreement.

4.7 In clause 4.6, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the British Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

5  **Change Control**

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

6.1 Subject to clause 7, each party shall give full disclosure to the other of all Background IPR owned by it which is relevant to the Project (and the Supplier shall give the British Council full disclosure of any Third Party IPR it intends to use).

6.2 All Background IPR and Third Party IPR is and shall remain the exclusive property of the party owning it.

6.3 Each party warrants to the other party that its Background IPR does not, so far as it is aware, infringe the rights of any third party and none of its Background IPR is the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.

6.4 The Supplier hereby assigns to the British Council with full title guarantee by way of present and future assignment all its right, title and interest in and to the Project IPR.

6.5 The Supplier shall procure the waiver in favour of the British Council of all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Deliverables.

6.6 The British Council hereby grants to the Supplier an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Project IPR and the British Council’s Background IPR in, and to the extent necessary for, the performance of the Services.

6.7 The Supplier hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use the Supplier’s Background IPR included in the Deliverables.

6.8 The Supplier is responsible for obtaining any licences, permissions or consents in connection with any Third Party IPR required by the Supplier and the British Council for use of the Deliverables (such licences, permissions or consents to be in writing, copies of which the Supplier shall provide to the British Council on request). In addition, the Supplier warrants that the provision of the Services, the Deliverables and/or the Goods does not and will not infringe any third party’s Intellectual Property Rights.

6.9 The Supplier warrants that it has in place contractual arrangements with all members of the Supplier’s Team assigning to the Supplier their Intellectual Property Rights and waiving their moral rights (if any) in the Deliverables such that the Supplier can enter into the assignments, licences and waivers set out in this clause 6.

6.10 The Supplier undertakes at the British Council’s request and expense to execute all deeds and documents which may reasonably be required to give effect to this clause 6.

6.11 Nothing in this Agreement shall prevent the Supplier 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 the British Council’s Confidential Information or an infringement of Intellectual Property Rights.
6.12 Each party shall promptly give written notice to the other party of any actual, threatened or suspected infringement of the Project IPR or the other party’s Background IPR of which it becomes aware.

7 Confidentiality

7.1 For the purposes of this clause 7:

7.1.1 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

7.1.2 the “Receiving Party” is the party which receives Confidential Information relating to the other party.

7.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:

7.2.1 is given only to such of its staff (or, in the case of the Supplier, the Supplier’s Team) 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

7.2.2 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, in the case of the Supplier, the Supplier’s Team) or its professional advisors or consultants otherwise than for the purposes of this Agreement.

7.3 The Supplier shall ensure that all members of the Supplier’s Team or professional advisors or consultants are aware of the Supplier’s confidentiality obligations under this Agreement.

7.4 The provisions of clauses 7.2 and 7.3 shall not apply to any Confidential Information which:

7.4.1 is or becomes public knowledge (otherwise than by breach of this clause 7);

7.4.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;

7.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

7.4.4 is independently developed without access to the Confidential Information; or

7.4.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
In the event that the Supplier fails to comply with this clause 7, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.

The provisions under this clause 7 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.

The Supplier acknowledges that the British Council is subject to the Information Disclosure Requirements and shall assist and co-operate with the British Council to enable the British Council to comply with those requirements.

Where the British Council receives a Request for Information in relation to information that the Supplier or any of its sub-contractors is holding on behalf of the British Council and which the British Council does not hold itself, the British Council shall as soon as reasonably practicable after receipt and in any event within five calendar days of receipt, forward the Request for Information to the Supplier and the Supplier shall:

7.8.1 provide the British Council with a copy of all such information in the form that the British Council requires as soon as practicable and in any event within 10 calendar days (or such other period as the British Council acting reasonably may specify) of the British Council's request; and

7.8.2 provide all necessary assistance as reasonably requested by the British Council to enable the British Council 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.

The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the British Council may nevertheless be obliged to disclose the Supplier’s Confidential Information in accordance with the Information Disclosure Requirements:

7.9.1 in certain circumstances without consulting the Supplier; or

7.9.2 following consultation with the Supplier and having taken its views into account,

provided always that where clause 7.9.1 above applies, the British Council shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Supplier after any such disclosure.

The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

**Limitation of Liability**

Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
8.2 Subject to clause 8.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

8.3 Subject to clauses 8.1 and 8.2, the British Council’s liability to the Supplier in respect of any one claim or series of linked claims under this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the Charges paid or properly invoiced and due to be paid under this Agreement, plus any late payment interest properly chargeable under the terms of this Agreement, in the twelve (12) month period immediately preceding the event which gives rise to the relevant claim or series of linked claims.

9 Termination

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

9.1.1 the performance of the Services is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 22) for a period in excess of 28 days;

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

9.1.3 the Supplier or any Relevant Person is:
   (i) incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of five (5) Working Days in any two (2) week consecutive period;
   (ii) convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
   (iii) in the reasonable opinion of the British Council or the End Client, negligent and incompetent in the performance of the Services; or
   (iv) guilty of any fraud, dishonesty or serious misconduct.

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

9.2.1 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);

9.2.2 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.
9.3 The British Council shall be entitled to terminate this Agreement at any time by serving not less than 30 days’ written notice on the Supplier.

9.4 The British Council shall be entitled to terminate this Agreement at any time with immediate effect (or with effect from such time as the British Council specifies in its notice of termination) by serving written notice on the Supplier if:

9.4.1 the British Council’s agreement with the End Client relating to the Services terminates;

9.4.2 the End Client or a provider of funding to the British Council for the Services instructs the British Council in writing to terminate this Agreement; or

9.4.3 if the funding for the Services is otherwise withdrawn or ceases.

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

10 **Anti-corruption**

10.1 The Supplier 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 Supplier nor any of the Supplier’s suppliers, directors, shareholders or employees (where applicable) is listed as being a politically exposed person, disqualified from being a company director, involved with terrorism, financial or other crime, subject to regulatory action or export, trade or procurement controls or otherwise representing a heightened risk of involvement in illegal activity.

10.2 If the Supplier or any of the Supplier’s suppliers, directors, shareholders or employees (where applicable) is listed in a Screening Database for any of the reasons set out in clause 10.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

10.2.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or

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

10.2.3 share such information with third parties.

10.3 The Supplier shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 10.1.

11 **Safeguarding and Protecting Children and Vulnerable Adults**

11.1 The Supplier will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council’s Child Protection Policy, as notified to the Supplier and amended from time
to time, which the Supplier acknowledges may include submitting to a check by the UK Disclosure & Barring Service (DBS) or the equivalent local service; in addition, the Supplier will ensure that, where it engages any other party to supply any of the Services under this Agreement, that that party will also comply with the same requirements as if they were a party to this Agreement.

12 Anti-slavery and human trafficking

12.1 The Supplier shall:

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

12.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;

12.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the British Council from time to time and ensure that its responses to all such questionnaires are complete and accurate; and

12.1.4 notify the British Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.

12.2 If the Supplier fails to comply with any of its obligations under clause 12.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

12.2.1 terminate this Agreement without liability to the Supplier immediately on giving notice to the Supplier; and/or

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

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

13 Equality, Diversity and Inclusion

13.1 The Supplier 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.

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

14 Assignment

14.1 The Supplier 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.

14.2 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 Supplier warrants and represents that it will (at the British Council’s reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 14.2.

15 **Waiver**

15.1 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.

16 **Entire agreement**

16.1 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.

17 **Variation**

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

18 **Severance**

18.1 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.

19 **Counterparts**

19.1 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.

20 **Third party rights**

20.1 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 14 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
20.2 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).

21 **No partnership or agency**

21.1 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.

22 **Force Majeure**

22.1 Subject to clauses 22.2 and 22.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

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

22.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

22.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

22.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

22.3 Nothing in this clause 22 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 22.1).

23 **Notice**

23.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address
given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

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

23.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient’s address for notices after the date of posting; or

23.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient’s address for notices after the date of posting.

23.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

24 **Governing Law and Dispute Resolution Procedure**

24.1 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.

24.2 Subject to the remainder of this clause 24, 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.

24.3 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 24.3, either party may commence proceedings in accordance with clause 24.2.

24.4 Nothing in this clause 24 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.