

**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

<b>Schedule 1</b>	Special Terms
<b>Schedule 2</b>	Project Proposal
<b>Schedule 3</b>	Standard Terms
<b>Schedule 4</b>	Project Summary Budget
<b>Schedule 5</b>	Guidelines for Applicants
<b>Schedule 6</b>	Reporting Requirements
<b>Schedule 7</b>	Bank Details Form
<b>Schedule 8</b>	Brand Identity Guidelines
<b>Schedule 9</b>	Data Sharing Schedule
<b>Schedule 10</b>	Eligibility Criteria for the Recipient

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**

1.1 The British Council awards the Grant for the purposes of the Going Global Partnerships, Women in STEM scholarships programme as more fully described in the Project Proposal (Schedule 2) (the “**Project**”).

**2 Commencement and Duration**

2.1 This Agreement shall come into force on **1 December 2024** and shall continue in full force and effect until **31 March 2027** (the “**Term**”).

2.2 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less 30 days’ written notice on the Recipient.

**3 The Grant**

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

3.2 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:

<b>Payment</b>	<b>Maximum payable</b>	<b>Requirements/Milestones/Key Dates etc</b>
1	£TBC	On signing of the contract

3.3 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.

#### **4 Eligibility Criteria**

4.1 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.

4.2 The Recipient warrants that it will continue to comply with the Eligibility Criteria throughout the Term.

#### **5 Funder**

5.1 NA

#### **6 Service of notices**

6.1 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 <b>Attention: TBC</b>	TBC  <b>Attention: TBC</b>
<b>Email: TBC</b>	<b>Email: TBC</b>

#### **7 Insurance Requirements**

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

<b>Insurance Cover</b>	<b>Indemnity Limit</b>
Employer’s liability	£5,000,000 per 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 travel As 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.

## **8 Locations**

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

## **9 Publicity**

9.1 Where the Recipient is responsible for the preparation of Project materials or materials promoting the Project, in addition to t(he publicity obligations in clause 12 at Schedule 3, the Recipient shall:

9.1.1 Ensure all materials are prepared in accordance with the Brand Identity Guidelines at Schedule 8;

9.1.2 Acknowledge the Funder as an organisation providing co-funding for the Project , 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.

## **10 Scholar Participation**

10.1 The Recipient will inform the British Council if a scholar fails to graduate or does not complete the programme within the agreed timeframe and will return any unused funds to the British Council unless otherwise agreed separately in writing.

## **11 Data Processing**

11.1 Clauses 11.2 to 11.7 apply to the Processing of Personal Data within the United Kingdom (UK) or the European Economic Area or any country deemed to provide an adequate level of protection under Article 45 of the EU GDPR and Article 45 of the UK GDPR.

11.2 In this clause:

“**Agreed Purposes**” means the purposes for which the Personal Data is to be held and/or Processed by each Controller under this Agreement as detailed in Schedule 6;

**“Controller”** means a “controller” for the purposes of the GDPR (as such legislation is applicable);

**“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);

**“Data Subject”** has the same meaning as in the Data Protection Legislation;

**“DPA”** means the UK Data Protection Act 2018;

**“GDPR”** means, as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the DPA (as amended);

**“International Organisation”** has the same meaning as in the GDPR;

**“Personal Data”** means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Agreement;

**“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, corruption, loss, alteration, or unauthorised disclosure of unauthorised access, attempted access (physical or otherwise) or access to, Personal Data transmitted, stored or otherwise Processed;

**“Processing”** has the same meaning as in the Data Protection Legislation and **“Process”** and **“Processed”** shall be construed accordingly;

**“Processor”** means a “processor” for the purposes of the GDPR (as such legislation is applicable).

**“Permitted Recipients”** shall mean the parties to this Agreement, the employees of each party and any third parties engaged to perform obligations in connection with this Agreement;

**“Shared Personal Data”** means the type of personal data to be shared between the parties as detailed in Schedule 6 of this Agreement;

**“Sub-Processor”** means a third party engaged by the Processor for carrying out processing activities in respect of the Personal Data on behalf of the Processor;

**“Supervisory Authority”** means any independent public authority responsible for monitoring the application of the Data Protection Legislation in the UK or any other member state of the European Union; and

**“Third Country”** means a country or territory outside the UK.

- 11.3 For the purposes of the Data Protection Legislation, each party is the Controller.
- 11.4 Each party acknowledges that one party (the **“Data Discloser”**) will regularly disclose to the other party (the **“Data Recipient”**) Shared Personal Data collected by the Data Discloser for the Agreed Purpose(s).
- 11.5 Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Agreement with immediate effect.
- 11.6 Each party shall:
- 11.6.1 ensure that it has all necessary notices and consents (or other legal basis for Processing) in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
  - 11.6.2 give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature of such Processing. This includes giving notice that, on the termination of this agreement, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients;
  - 11.6.3 Process the Shared Personal Data only for the Agreed Purposes;
  - 11.6.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
  - 11.6.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
  - 11.6.6 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
  - 11.6.7 not transfer any Personal Data received from the Data Discloser to any Third Country unless the Data Recipient:

- (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint Controller);
- (ii) provides appropriate safeguards in relation to the transfer;
- (iii) ensures the Data Subject has enforceable rights and effective legal remedies;
- (iv) complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- (v) complies with reasonable instructions notified to it in advance by the other party with respect to the Processing of the Personal Data; and
- (vi) only transfers Personal Data to the relevant Third Country where the relevant requirements under Articles 44 to 50 of the GDPR are met.

11.7 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in respect of Shared Personal Data, each party shall:

- 11.7.1 consult with the other party about any notices given to Data Subjects in relation to the Shared Personal Data;
- 11.7.2 promptly inform the other party about the receipt of any Data Subject access request (if relevant);
- 11.7.3 provide the other party with reasonable assistance in complying with any Data Subject access request (if required);
- 11.7.4 not disclose or release any Shared Personal Data in response to a Data Subject access request without first consulting the other party;
- 11.7.5 assist the other party, at the cost of the other party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with Supervisory Authorities or regulators;
- 11.7.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation involving Shared Personal Data;
- 11.7.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the Personal Data;



- 11.7.8 use compatible technology for the Processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
  - 11.7.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for assurance activities by the other party or the other party's designated auditor; and
  - 11.7.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
- 11.8 The Partner and **the British Council shall:**
- 11.8.1 Comply with the provisions of Schedule 10, Part B in relation to all relevant Personal Data identified in, and on the basis of the information set out in, Schedule 6, Parts A, B and C in order to provide an appropriate safeguard for that transfer in accordance with Article 46 of the UK GDPR; and
  - 11.8.2 Comply with the provisions of Schedule 10, Part C in relation to all relevant Personal Data identified in, and on the basis of the information set out in, Schedule 6, Parts A, B and C in order to provide an appropriate safeguard for that transfer in accordance with Article 46 of the EU GDPR.”

## **12 Monitoring, Reporting and Evaluation**

- 12.1 The Recipient shall complete and submit an interim report and a final report to the British Council in accordance with the monitoring, evaluating and reporting requirements contained in [TBC].**

## **13 Safeguarding and Protecting Children and Vulnerable Adults**

- 13.1 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's Safeguarding Policy and Adults at Risk, as may be amended from time to time.
- 13.2 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's Safeguarding Policy and Adults at Risk, as may be amended from time to time.

- 13.3 The Recipient acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006<sup>1</sup>, 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).
- 13.4 The Recipient shall ensure that:
- 13.4.1 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 13.5 below), including a check against the adults' barred list<sup>2</sup> or the children's barred list<sup>3</sup>, as appropriate; and
- 13.4.2 where applicable, the Recipient shall monitor the level and validity of the checks under this clause 13.4 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.
- 13.5 Pursuant to clause 13.4.1 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

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<sup>1</sup> “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).

<sup>2</sup> 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.

<sup>3</sup> 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.

at the following link: <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>.

- 13.6 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.
- 13.7 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.
- 13.8 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 13 have been met.
- 13.9 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 13.5, 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.
- 13.10 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.
- 13.11 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 13.
- 13.12 Pursuant to clause 13.11 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.

## **14 Recipient Responsibilities**

### **14.1 The Recipient Shall:**

- 14.1.1 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;

- 14.1.2 complete and submit interim 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 interim and final reports will result in the recovery of all or part of the Grant;
- 14.1.3 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;
- 14.1.4 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
- 14.1.5 complete and return the Bank Details Form at Schedule 7 to the British Council upon signature of this Agreement.

**Schedule 2**

**Project Proposal**

**TBC**

***[Insert the Recipient's Project Proposal or grant application here]***

SAMPLE

**Schedule 3**  
**Standard Terms**

**1 Interpretation**

1.1 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);

**“Brand Identity Guidelines”** means the visual identity and branding guidelines and instructions applicable to all Project activity as detailed in Schedule 8;

**“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 FOIA;
- (b) the Environmental Information Regulations; and
- (c) any applicable codes of practice issued under the FOIA;

**“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.

1.2 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;

1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities; and

1.2.6 where this Agreement has been translated into a language other than the English language, the English language version shall prevail.



## **2 Recipient's obligations**

- 2.1 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.
- 2.2 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.
- 2.3 The Recipient confirms that the Project and the award of the Grant to it shall not breach any applicable State subsidy control rules.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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).
- 2.8 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.
- 2.9 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.
- 2.10 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).

- 2.11 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.
- 2.12 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.
- 2.1 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.

### **3 Capital Assets**

- 3.1 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.
- 3.2 The Recipient shall obtain the prior written consent of the British Council (and, where applicable, the Funder) before purchasing any Capital Asset.
- 3.3 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.
- 3.4 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.

#### **4 Withholding, Reduction and Repayment of the Grant**

- 4.1 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:
- 4.1.1 the Recipient fails to comply with the terms of this Agreement;
  - 4.1.2 the Recipient breaches the warranty in clause 4.2 of Schedule 1;
  - 4.1.3 the Recipient makes a change to the Project which the British Council and/or the Funder has not approved;
  - 4.1.4 the Recipient attempts to dispose of a Capital Asset without the British Council's prior written consent;
  - 4.1.5 there is any financial irregularity or fraud in the operation of the Project;
  - 4.1.6 there has been any overpayment of the Grant; or
  - 4.1.7 the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.
- 4.2 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.
- 4.3 If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.
- 4.4 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.

#### **5 Change Control**

- 5.1 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.

5.2 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:

5.2.1 the likely time required to implement the change;

5.2.2 any foreseeable impact that the proposed change may have on the Recipient's compliance with the Eligibility Criteria;

5.2.3 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.

## **6 Intellectual Property Rights**

6.1 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, and to make every reasonable effort to ensure that any new Intellectual Property Rights obtained in the course of the research are used to the benefit of society and to address poverty in the partner country.

6.2 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.

6.3 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.

6.4 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.

## **7 Liability and Indemnity**

- 7.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 7.2 Subject to 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.
- 7.3 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).
- 7.4 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.
- 7.5 The provisions of this clause 7 shall survive termination of this Agreement, however arising.

## **8 Confidentiality**

- 8.1 For the purposes of this clause 8:
- 8.1.1 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
- 8.1.2 the "**Receiving Party**" is the party which receives Confidential Information relating to the other party.
- 8.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:
- 8.2.1 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
- 8.2.2 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 its professional advisors or consultants otherwise than for the purposes of this Agreement.

- 8.3 The provisions of clause 8.2 shall not apply to any Confidential Information which:
- 8.3.1 is or becomes public knowledge (otherwise than by breach of this clause 8);
  - 8.3.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
  - 8.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 8.3.4 is independently developed without access to the Confidential Information; or
  - 8.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 8.4 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.
- 8.5 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.
- 8.6 The provisions under this clause 8 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.
- 8.7 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.
- 8.8 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:
- 8.8.1 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
  - 8.8.2 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.

8.9 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:

8.9.1 in certain circumstances without consulting the other party; or

8.9.2 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 applicable codes of practice issued under the FOIA, take reasonable steps to draw this to the attention of the other after any such disclosure.

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

## **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 Recipient immediately on giving notice to the Recipient if:

9.1.1 the Recipient uses the Grant or any part of it other than for the Project;

9.1.2 the Funder Agreement is terminated for any reason;

9.1.3 there is a change of Control of the Recipient; or

9.1.4 the funding for the Grant is otherwise withdrawn or ceases.

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 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

9.2.3 the other party ceases, or threatens to cease, to carry on business.

9.3 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.

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

## **10 Data Processing**

10.1 In this clause:

10.1.1 “**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);

10.1.2 “**DPA**” means the UK Data Protection Act 2018;

10.1.3 “**GDPR**” means, as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the DPA (as amended); and

10.1.4 “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are processed under this Agreement.

10.2 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.



## **11 Audit**

- 11.1 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.
- 11.2 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.

## **12 Publicity**

- 12.1 The provisions of this clause 12 shall apply unless specifically varied by the British Council Requirements or the Funder Requirements.
- 12.2 The Recipient shall:
- 12.2.1 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;
  - 12.2.2 where requested to do so by the British Council, acknowledge the award of the Grant by the British Council (and, where applicable, the Funder) in any publicity about the Project; and
  - 12.2.3 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.

### **13 Employees**

13.1 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.

### **14 Anti-Corruption, Anti-Collusion and Tax Evasion**

14.1 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.

14.2 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.

14.3 The Recipient warrants that:

14.3.1 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

14.3.2 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:

14.3.3 a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or

14.3.4 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.

14.4 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:

- 14.4.1 as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;
- 14.4.2 as being wanted by Interpol or any national law enforcement body in connection with crime;
- 14.4.3 as being subject to regulatory action by a national or international enforcement body;
- 14.4.4 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
- 14.4.5 as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person,

(together the "**Prohibited Entities**").

14.5 The Recipient warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.

14.6 If any of the Recipient, the Recipient's Team or the Recipient's Team's directors or shareholders (where applicable) is:

14.6.1 listed in a Screening Database for any of the reasons set out in clause 14.4, or

14.6.2 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 take the steps set out at clause 14.7 below.

14.7 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:

14.7.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or

14.7.2 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

- 14.7.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
- 14.7.4 share such information with third parties.
- 14.8 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.
- 14.9 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:
- 14.9.1 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
- 14.9.2 maintain accurate and up to date records of:
- (i) 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;
  - (ii) 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);
  - (iii) 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;
  - (iv) the Recipient's monitoring of compliance by Relevant Persons with applicable policies and procedures;
  - (v) 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
- 14.9.3 maintain and provide such access to the records or information referred to in clause 14.9.2; and

14.9.4 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.

14.10 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.

## **15 Safeguarding and Protecting Children and Vulnerable Adults**

15.1 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’s Safeguarding Policy and Adults at Risk 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<sup>4</sup>.

15.2 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.

15.3 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.

## **16 Anti-slavery and human trafficking**

16.1 The Recipient shall:

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

16.1.2 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;

16.1.3 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

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<sup>4</sup> 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)

16.1.4 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.

16.2 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:

16.2.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or

16.2.2 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

16.2.3 reduce, withhold or claim a repayment (in full or in part) of the Grant; and/or

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

## **17 Equality, Diversity and Inclusion**

17.1 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.

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

## **18 Assignment**

18.1 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.

18.2 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.

## **19 Waiver**

19.1 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.

## **20 Entire agreement**

20.1 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.

## **21 Variation**

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

## **22 Severance**

22.1 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.

## **23 Counterparts**

23.1 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.

## **24 Third party rights**

24.1 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.

24.2 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).

## **25 No partnership or agency**

25.1 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.

## **26 Force Majeure**

26.1 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 business and/or material obligations hereunder by a Force Majeure Event.

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

26.2.1 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;

26.2.2 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

26.2.3 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.

26.3 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).

## **27 Notice**

27.1 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:

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



- 27.1.2 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;
- 27.1.3 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; or
- 27.1.4 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.
- 27.2 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.

## **28 Governing Law and Dispute Resolution Procedure**

- 28.1 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.
- 28.2 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.
- 28.3 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.

- 28.4 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.

SAMPLE

**Schedule 4**  
**Project Summary Budget**

[Insert the Recipient's Project Budget here]

SAMPLE

**Schedule 5**

**Guidelines for Applicants**

[Insert the Guidelines here]

SAMPLE

## **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.

<b>Report</b>	<b>Deadline</b>
[Progress Report]	[Add date]
Final Report	Add date

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]

SAMPLE

**Schedule 8**

**Brand Identity Guidelines**

**Going Global Partnerships**

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**Communications guidance for grant recipients**

SAMPLE

## 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.

SAMPLE

## Schedule 9

### Controller Schedule

#### Part A

<b>Description</b>	<b>Details</b>
<b>Nature and Agreed Purpose</b>	<p><i>[Name the agreed purposes for which the Personal Data is to be held/processed by each controller. Ensure it is clear which controller is carrying out which processing purpose in which case. Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, marketing, statutory obligation, grant distribution and management, event management recruitment assessment etc]</i></p>
<b>Duration of Processing</b>	<p><i>[Clearly set out the duration of the processing including dates]</i></p>
<b>The frequency of the transfer</b>	<p><i>[Clearly set out if the data is transferred on a one-off or continuous basis]</i></p>

<p><b>Shared Personal Data</b> shall be confined to the following categories of information relevant to the following categories of Data Subject:</p>	
<p><b>Type of Personal Data</b></p>	<p><i>[Examples here include: name, address, date of birth, National identification number, telephone number, pay, images, biometric data etc]</i></p>
<p><b>Categories of Data Subjects</b></p>	<p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, students / pupils, members of the public, users of a particular website etc]</i></p>
<p><b>Sensitive data transferred (if applicable) and applied restrictions or safeguards</b></p>	<p><i>[The restrictions and safeguards fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures]</i></p>
<p><b>Countries or International Organisations Personal Data will be transferred to</b></p>	<p><i>[name the countries and International Organisations (where applicable) Where not applicable state N/A]</i></p>
<p><b>Processors</b></p>	<p><i>[name and contact address of Processor(s) (where applicable) and brief description of the nature of processing of personal data that they are undertaking under this agreement, where not applicable state N/A]</i></p>

## Part B

### **[Guidance notes for Part B]**

#### **When to include this Part B:**

- (1) *This Part B must be included if personal information or data will be transferred from the British Council (UK charity) to the Partner where the Partner will store, host, access or use or otherwise process that information or data in a country that is **not** listed in the Note for Data Protection in the Special Terms (Schedule 1 (see Schedule paragraph **Error! Reference source not found.** above)); and where the British Council is a **controller** and the Partner is a **controller**.*
- (2) *If the Partner is not a controller, then please contact the British Council's Information Governance & Risk Management Team ([InfoGovernance@britishcouncil.org](mailto:InfoGovernance@britishcouncil.org)) for further guidance, as amendments will be required to this Part B.*
- (3) *If the Partner will only store, host, access or use or otherwise process personal data or information only in a country or countries that **are** listed in the Note for Data Protection in the Special Terms (Schedule 1), then this Part B can be deleted entirely.*

#### **How to complete this Part B:**

- (1) *Details that need to be completed by users of this Global Model Contracts Portal template in this Part B are highlighted in **yellow**. **No other amendments may be made to this Part B without approval from the British Council's Information Governance & Risk Management Team.***
- (2) *If you have questions about the information that needs to be added where highlighted in **yellow**, please contact the British Council's Information Governance & Risk Management Team ([InfoGovernance@britishcouncil.org](mailto:InfoGovernance@britishcouncil.org)) for further guidance.*

**Delete these guidance notes before finalising and signing the Agreement.]**

## Part B

### International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

**VERSION B1.0, in force 21 March 2022**

This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

#### Part 1: Tables

Table 1: Parties

<b>Start date</b>	As stated on the front page of the wider contract into which this Addendum is incorporated	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	<p>Full legal name: British Council</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 1 Redman Place, Stratford, London E20 1JQ</p> <p>Official registration number (if any) (company number or similar identifier): Incorporated by Royal Charter and registered as a charity under number 209131 in England &amp; Wales and number SC037733 in Scotland</p>	<p>Full legal name: As stated on the front page of the wider contract into which this Addendum is incorporated</p> <p>Trading name (if different): .....</p> <p>Main address (if a company registered address): As stated on the front page of the wider contract into which this Addendum is incorporated</p> <p>Official registration number (if any) (company number or similar identifier): As stated on the front page of the wider contract into which this Addendum is incorporated</p>

<b>Key Contact</b>	Full Name (optional): .....	Full Name (optional): .....
	Job Title: .....	Job Title: .....
	Contact details including email: .....	Contact details including email: .....
<b>Signature (if required for the purposes of Section 2)</b>	Not required	Not required

Table 2: Selected SCCs, Modules and Selected Clauses

<b>Addendum EU SCCs</b>						
<input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:  Date: Approved EU SCCs of 4.6.2021  Reference (if any): N/A  Other identifier (if any): Set out in Schedule 5, Part C to the wider contract into which this Addendum is incorporated  Or  <input type="checkbox"/> the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:						
Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						

2						
3						
4						

Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: Refer to the completed Approved EU SCCs in Schedule 6, Part C to the wider contract into which this Addendum is incorporated

Annex 1B: Description of Transfer: Refer to the completed Approved EU SCCs in Schedule 6, Part C to the wider contract into which this Addendum is incorporated

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: Refer to the completed Approved EU SCCs in Schedule 6, Part C to the wider contract into which this Addendum is incorporated

Annex III: List of Sub processors (Modules 2 and 3 only): Not applicable

Table 4: Ending this Addendum when the Approved Addendum Changes

<b>Ending this Addendum when the Approved Addendum changes</b>	<p>Which Parties may end this Addendum as set out in Section 19:</p> <p><input type="checkbox"/> Importer</p> <p><input checked="" type="checkbox"/> Exporter</p> <p><input type="checkbox"/> neither Party</p>
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## Part 2: Mandatory Clauses

### Entering into this Addendum

- Each Party agrees to be bound by the terms and conditions set out in this Addendum, in exchange for the other Party also agreeing to be bound by this Addendum.
- Although Annex 1A and Clause 7 of the Approved EU SCCs require signature by the Parties, for the purpose of making Restricted Transfers, the Parties may enter into this



Addendum in any way that makes them legally binding on the Parties and allows data subjects to enforce their rights as set out in this Addendum. Entering into this Addendum will have the same effect as signing the Approved EU SCCs and any part of the Approved EU SCCs.

### Interpretation of this Addendum

- Where this Addendum uses terms that are defined in the Approved EU SCCs those terms shall have the same meaning as in the Approved EU SCCs. In addition, the following terms have the following meanings:

Addendum	This International Data Transfer Addendum which is made up of this Addendum incorporating the Addendum EU SCCs.
Addendum EU SCCs	The version(s) of the Approved EU SCCs which this Addendum is appended to, as set out in Table 2, including the Appendix Information.
Appendix Information	As set out in Table 3.
Appropriate Safeguards	The standard of protection over the personal data and of data subjects' rights, which is required by UK Data Protection Laws when you are making a Restricted Transfer relying on standard data protection clauses under Article 46(2)(d) UK GDPR.
Approved Addendum	The template Addendum issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18.
Approved EU SCCs	The Standard Contractual Clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
ICO	The Information Commissioner.
Restricted Transfer	A transfer which is covered by Chapter V of the UK GDPR.
UK	The United Kingdom of Great Britain and Northern Ireland.

UK Data Protection Laws	All laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
UK GDPR	As defined in section 3 of the Data Protection Act 2018.

4. This Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation to provide the Appropriate Safeguards.
5. If the provisions included in the Addendum EU SCCs amend the Approved SCCs in any way which is not permitted under the Approved EU SCCs or the Approved Addendum, such amendment(s) will not be incorporated in this Addendum and the equivalent provision of the Approved EU SCCs will take their place.
6. If there is any inconsistency or conflict between UK Data Protection Laws and this Addendum, UK Data Protection Laws applies.
7. If the meaning of this Addendum is unclear or there is more than one meaning, the meaning which most closely aligns with UK Data Protection Laws applies.
8. Any references to legislation (or specific provisions of legislation) means that legislation (or specific provision) as it may change over time. This includes where that legislation (or specific provision) has been consolidated, re-enacted and/or replaced after this Addendum has been entered into.

#### Hierarchy

9. Although Clause 5 of the Approved EU SCCs sets out that the Approved EU SCCs prevail over all related agreements between the parties, the parties agree that, for Restricted Transfers, the hierarchy in Section 10 will prevail.
10. Where there is any inconsistency or conflict between the Approved Addendum and the Addendum EU SCCs (as applicable), the Approved Addendum overrides the Addendum EU SCCs, except where (and in so far as) the inconsistent or conflicting terms of the Addendum EU SCCs provides greater protection for data subjects, in which case those terms will override the Approved Addendum.
11. Where this Addendum incorporates Addendum EU SCCs which have been entered into to protect transfers subject to the General Data Protection Regulation (EU) 2016/679 then

the Parties acknowledge that nothing in this Addendum impacts those Addendum EU SCCs.

#### Incorporation of and changes to the EU SCCs

12. This Addendum incorporates the Addendum EU SCCs which are amended to the extent necessary so that:
  - a. together they operate for data transfers made by the data exporter to the data importer, to the extent that UK Data Protection Laws apply to the data exporter's processing when making that data transfer, and they provide Appropriate Safeguards for those data transfers;
  - b. Sections 9 to 11 override Clause 5 (Hierarchy) of the Addendum EU SCCs; and
  - c. this Addendum (including the Addendum EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales, in each case unless the laws and/or courts of Scotland or Northern Ireland have been expressly selected by the Parties.
13. Unless the Parties have agreed alternative amendments which meet the requirements of Section 12, the provisions of Section 15 will apply.
14. No amendments to the Approved EU SCCs other than to meet the requirements of Section 12 may be made.
15. The following amendments to the Addendum EU SCCs (for the purpose of Section 12) are made:
  - a. References to the "Clauses" means this Addendum, incorporating the Addendum EU SCCs;
  - b. In Clause 2, delete the words:

"and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679";
  - c. Clause 6 (Description of the transfer(s)) is replaced with:

"The details of the transfers(s) and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred) are those specified in Annex I.B where UK Data Protection Laws apply to the data exporter's processing when making that transfer.";

- d. Clause 8.7(i) of Module 1 is replaced with:
- “it is to a country benefitting from adequacy regulations pursuant to Section 17A of the UK GDPR that covers the onward transfer”;
- e. Not applicable;
- f. References to “Regulation (EU) 2016/679”, “Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)” and “that Regulation” are all replaced by “UK Data Protection Laws”. References to specific Article(s) of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of UK Data Protection Laws;
- g. References to Regulation (EU) 2018/1725 are removed;
- h. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are all replaced with the “UK”;
- i. The reference to “Clause 12(c)(i)” at Clause 10(b)(i) of Module one, is replaced with “Clause 11(c)(i)”;
- j. Clause 13(a) and Part C of Annex I are not used;
- k. The “competent supervisory authority” and “supervisory authority” are both replaced with the “Information Commissioner”;
- l. In Clause 16(e), subsection (i) is replaced with:
- “the Secretary of State makes regulations pursuant to Section 17A of the Data Protection Act 2018 that cover the transfer of personal data to which these clauses apply.”;
- m. Clause 17 is replaced with:
- “These Clauses are governed by the laws of England and Wales.”;
- n. Clause 18 is replaced with:
- “Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts.”; and

- o. The footnotes to the Approved EU SCCs do not form part of the Addendum, except for footnote 2.

#### Amendments to this Addendum

- 16. The Parties may agree to change Clauses 17 and/or 18 of the Addendum EU SCCs to refer to the laws and/or courts of Scotland or Northern Ireland.
- 17. If the Parties wish to change the format of the information included in Part 1: Tables of the Approved Addendum, they may do so by agreeing to the change in writing, provided that the change does not reduce the Appropriate Safeguards.
- 18. From time to time, the ICO may issue a revised Approved Addendum which:
  - a. makes reasonable and proportionate changes to the Approved Addendum, including correcting errors in the Approved Addendum; and/or
  - b. reflects changes to UK Data Protection Laws;

The revised Approved Addendum will specify the start date from which the changes to the Approved Addendum are effective and whether the Parties need to review this Addendum including the Appendix Information. This Addendum is automatically amended as set out in the revised Approved Addendum from the start date specified.

- 19. If the ICO issues a revised Approved Addendum under Section 18, if any Party selected in Table 4 “Ending the Addendum when the Approved Addendum changes”, will as a direct result of the changes in the Approved Addendum have a substantial, disproportionate and demonstrable increase in:
  - a its direct costs of performing its obligations under the Addendum; and/or
  - b its risk under the Addendum,

and in either case it has first taken reasonable steps to reduce those costs or risks so that it is not substantial and disproportionate, then that Party may end this Addendum at the end of a reasonable notice period, by providing written notice for that period to the other Party before the start date of the revised Approved Addendum.

- 20. The Parties do not need the consent of any third party to make changes to this Addendum, but any changes must be made in accordance with its terms.

Alternative Part 2 Mandatory Clauses:

<b>Mandatory Clauses</b>	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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SAMPLE

## Part C

### **[Guidance notes for Part C]**

#### **When to include this Part C:**

- (3) This Part C must be included if information relating to identified or identifiable living people will be transferred from the British Council (UK charity) to the Partner where the Partner will store, host, access or otherwise use that information in a country that is **not** listed in the Note for Data Protection in the Special Terms (Schedule 1) and where the British Council is a **controller** and the Partner is a **controller**.
- (4) If the Partner is not a controller, then please contact the British Council's Information Governance & Risk Management Team ([InfoGovernance@britishcouncil.org](mailto:InfoGovernance@britishcouncil.org)) for further guidance, as a different set of standard contractual clauses will be necessary to include in this Part C.
- (5) If the Partner will only store, host, access or otherwise use that information in a country that **is** listed in the Note for Data Protection in the Special Terms (Schedule 1), then this Part C can be deleted entirely.

#### **How to complete this Part C:**

- (6) Details that need to be completed by users of this Global Model Contracts Portal template in this Part C are highlighted in **yellow**. **No other amendments may be made to this Part C without approval from the British Council's Information Governance & Risk Management Team.**
- (7) If you have questions about the information that needs to be added where highlighted in **yellow**, please contact the British Council's Information Governance & Risk Management Team ([InfoGovernance@britishcouncil.org](mailto:InfoGovernance@britishcouncil.org)) for further guidance.

**Delete these guidance notes before finalising and signing the Agreement.]**

## Part C

### STANDARD CONTRACTUAL CLAUSES

#### SECTION I

##### *Clause 1*

##### ***Purpose and scope***

- (a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) for the transfer of personal data to a third country.
- (b) The Parties:
- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter “**entity/ies**”) transferring the personal data, as listed in Annex I.A. (hereinafter each “**data exporter**”), and
  - (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each “**data importer**”)
- have agreed to these standard contractual clauses (hereinafter: “**Clauses**”).
- (c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.
- (d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

##### *Clause 2*

##### ***Effect and invariability of the Clauses***

- (a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to



select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

- (b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

### *Clause 3*

#### ***Third-party beneficiaries***

- (a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
  - (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
  - (ii) Clause 8 - Clause 8.5 (e) and Clause 8.9(b);
  - (iii) Clause 12 - Clause 12(a) and (d);
  - (iv) Clause 13;
  - (v) Clause 15.1(c), (d) and (e);
  - (vi) Clause 16(e);
  - (vii) Clause 18 - Clause 18(a) and (b);
- (b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

### *Clause 4*

#### ***Interpretation***

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

*Clause 5*

***Hierarchy***

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

*Clause 6*

***Description of the transfer(s)***

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

*Clause 7 - Optional*

***Docking clause***

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

**SECTION II – OBLIGATIONS OF THE PARTIES**

*Clause 8*

***Data protection safeguards***

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

## 8.1 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B. It may only process the personal data for another purpose:

- (i) where it has obtained the data subject's prior consent;
- (ii) where necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iii) where necessary in order to protect the vital interests of the data subject or of another natural person.

## 8.2 Transparency

- (a) In order to enable data subjects to effectively exercise their rights pursuant to Clause 10, the data importer shall inform them, either directly or through the data exporter:
  - (i) of its identity and contact details;
  - (ii) of the categories of personal data processed;
  - (iii) of the right to obtain a copy of these Clauses;
  - (iv) where it intends to onward transfer the personal data to any third party/ies, of the recipient or categories of recipients (as appropriate with a view to providing meaningful information), the purpose of such onward transfer and the ground therefore pursuant to Clause 8.7.
- (b) Paragraph (a) shall not apply where the data subject already has the information, including when such information has already been provided by the data exporter, or providing the information proves impossible or would involve a disproportionate effort for the data importer. In the latter case, the data importer shall, to the extent possible, make the information publicly available.
- (c) On request, the Parties shall make a copy of these Clauses, including the Appendix as completed by them, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including personal data, the Parties may redact part of the text of the Appendix prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information.

- (d) Paragraphs (a) to (c) are without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

### **8.3 Accuracy and data minimisation**

- (a) Each Party shall ensure that the personal data is accurate and, where necessary, kept up to date. The data importer shall take every reasonable step to ensure that personal data that is inaccurate, having regard to the purpose(s) of processing, is erased or rectified without delay.
- (b) If one of the Parties becomes aware that the personal data it has transferred or received is inaccurate, or has become outdated, it shall inform the other Party without undue delay.
- (c) The data importer shall ensure that the personal data is adequate, relevant and limited to what is necessary in relation to the purpose(s) of processing.

### **8.4 Storage limitation**

The data importer shall retain the personal data for no longer than necessary for the purpose(s) for which it is processed. It shall put in place appropriate technical or organisational measures to ensure compliance with this obligation, including erasure or anonymisation<sup>5</sup> of the data and all back-ups at the end of the retention period.

### **8.5 Security of processing**

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the personal data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access (hereinafter “personal data breach”). In assessing the appropriate level of security, they shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subject. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner.

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<sup>5</sup> This requires rendering the data anonymous in such a way that the individual is no longer identifiable by anyone, in line with recital 26 of Regulation (EU) 2016/679, and that this process is irreversible.

- (b) The Parties have agreed on the technical and organisational measures set out in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.
- (c) The data importer shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (d) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the personal data breach, including measures to mitigate its possible adverse effects.
- (e) In case of a personal data breach that is likely to result in a risk to the rights and freedoms of natural persons, the data importer shall without undue delay notify both the data exporter and the competent supervisory authority pursuant to Clause 13. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay.
- (f) In case of a personal data breach that is likely to result in a high risk to the rights and freedoms of natural persons, the data importer shall also notify without undue delay the data subjects concerned of the personal data breach and its nature, if necessary in cooperation with the data exporter, together with the information referred to in paragraph (e), points ii) to iv), unless the data importer has implemented measures to significantly reduce the risk to the rights or freedoms of natural persons, or notification would involve disproportionate efforts. In the latter case, the data importer shall instead issue a public communication or take a similar measure to inform the public of the personal data breach.
- (g) The data importer shall document all relevant facts relating to the personal data breach, including its effects and any remedial action taken, and keep a record thereof.

## **8.6 Sensitive data**

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions or offences (hereinafter "sensitive data"), the data importer shall apply specific restrictions and/or additional safeguards

adapted to the specific nature of the data and the risks involved. This may include restricting the personnel permitted to access the personal data, additional security measures (such as pseudonymisation) and/or additional restrictions with respect to further disclosure.

## 8.7 Onward transfers

The data importer shall not disclose the personal data to a third party located outside the European Union<sup>6</sup> (in the same country as the data importer or in another third country, hereinafter “onward transfer”) unless the third party is or agrees to be bound by these Clauses, under the appropriate Module. Otherwise, an onward transfer by the data importer may only take place if:

- (i) it is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question;
- (iii) the third party enters into a binding instrument with the data importer ensuring the same level of data protection as under these Clauses, and the data importer provides a copy of these safeguards to the data exporter;
- (iv) it is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings;
- (v) it is necessary in order to protect the vital interests of the data subject or of another natural person; or
- (vi) where none of the other conditions apply, the data importer has obtained the explicit consent of the data subject for an onward transfer in a specific situation, after having informed him/her of its purpose(s), the identity of the recipient and the possible risks of such transfer to him/her due to the lack of appropriate data protection safeguards. In this case, the data importer shall inform the data exporter and, at the request of the latter, shall transmit to it a copy of the information provided to the data subject.

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<sup>6</sup> The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

## **8.8 Processing under the authority of the data importer**

The data importer shall ensure that any person acting under its authority, including a processor, processes the data only on its instructions.

## **8.9 Documentation and compliance**

- (a) Each Party shall be able to demonstrate compliance with its obligations under these Clauses. In particular, the data importer shall keep appropriate documentation of the processing activities carried out under its responsibility.
- (b) The data importer shall make such documentation available to the competent supervisory authority on request.

### *Clause 9*

#### ***Use of sub-processors***

Not applicable

### *Clause 10*

#### ***Data subject rights***

- (a) The data importer, where relevant with the assistance of the data exporter, shall deal with any enquiries and requests it receives from a data subject relating to the processing of his/her personal data and the exercise of his/her rights under these Clauses without undue delay and at the latest within one month of the receipt of the enquiry or request.<sup>7</sup> The data importer shall take appropriate measures to facilitate such enquiries, requests and the exercise of data subject rights. Any information provided to the data subject shall be in an intelligible and easily accessible form, using clear and plain language.
- (b) In particular, upon request by the data subject the data importer shall, free of charge :
  - (i) provide confirmation to the data subject as to whether personal data concerning him/her is being processed and, where this is the case, a copy of the data relating

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<sup>7</sup> That period may be extended by a maximum of two more months, to the extent necessary taking into account the complexity and number of requests. The data importer shall duly and promptly inform the data subject of any such extension.

to him/her and the information in Annex I; if personal data has been or will be onward transferred, provide information on recipients or categories of recipients (as appropriate with a view to providing meaningful information) to which the personal data has been or will be onward transferred, the purpose of such onward transfers and their ground pursuant to Clause 8.7; and provide information on the right to lodge a complaint with a supervisory authority in accordance with Clause 12(c)(i);

- (ii) rectify inaccurate or incomplete data concerning the data subject;
  - (iii) erase personal data concerning the data subject if such data is being or has been processed in violation of any of these Clauses ensuring third-party beneficiary rights, or if the data subject withdraws the consent on which the processing is based.
- (c) Where the data importer processes the personal data for direct marketing purposes, it shall cease processing for such purposes if the data subject objects to it.
- (d) The data importer shall not make a decision based solely on the automated processing of the personal data transferred (hereinafter “automated decision”), which would produce legal effects concerning the data subject or similarly significantly affect him / her, unless with the explicit consent of the data subject or if authorised to do so under the laws of the country of destination, provided that such laws lays down suitable measures to safeguard the data subject’s rights and legitimate interests. In this case, the data importer shall, where necessary in cooperation with the data exporter:
- (i) inform the data subject about the envisaged automated decision, the envisaged consequences and the logic involved; and
  - (ii) implement suitable safeguards, at least by enabling the data subject to contest the decision, express his/her point of view and obtain review by a human being.
- (e) Where requests from a data subject are excessive, in particular because of their repetitive character, the data importer may either charge a reasonable fee taking into account the administrative costs of granting the request or refuse to act on the request.
- (f) The data importer may refuse a data subject’s request if such refusal is allowed under the laws of the country of destination and is necessary and proportionate in a democratic society to protect one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679.
- (g) If the data importer intends to refuse a data subject’s request, it shall inform the data subject of the reasons for the refusal and the possibility of lodging a complaint with the competent supervisory authority and/or seeking judicial redress.



## *Clause 11*

### ***Redress***

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
  - (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
  - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

## *Clause 12*

### ***Liability***

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) Each Party shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages that the Party causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter under Regulation (EU) 2016/679.

- (c) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (d) The Parties agree that if one Party is held liable under paragraph (c), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.
- (e) The data importer may not invoke the conduct of a processor or sub-processor to avoid its own liability.

### *Clause 13*

#### ***Supervision***

- (a) The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

## **SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC**

### **AUTHORITIES**

#### *Clause 14*

#### ***Local laws and practices affecting compliance with the Clauses***

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one

of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
- (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
  - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards<sup>8</sup>;
  - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.
- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under

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<sup>8</sup> As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

#### *Clause 15*

### ***Obligations of the data importer in case of access by public authorities***

#### **15.1 Notification**

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
- (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
  - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

## **15.2 Review of legality and data minimisation**

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

## **SECTION IV – FINAL PROVISIONS**

### *Clause 16*

#### ***Non-compliance with the Clauses and termination***

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
  - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
  - (ii) the data importer is in substantial or persistent breach of these Clauses; or
  - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU)

2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

*Clause 17*

**Governing law**

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

*Clause 18*

**Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Ireland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.

## **APPENDIX**

### EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can be achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

### **ANNEX I**

#### **A. LIST OF PARTIES**

##### **Data exporter(s):**

1. Name: British Council

Address: 1 Redman Place, Stratford, London E20 1JQ

Contact person's name, position and contact details: Jonathan Gray, Group Data Protection Officer (InfoGovernance@britishcouncil.org)

Activities relevant to the data transferred under these Clauses: The British Council is a registered charity, an executive non-departmental public body and a public corporation and builds connections, understanding and trust between people in the UK and other countries through arts and culture, education and the English language. It works on the ground in more than 100 countries

Signature and date:

Role (controller/processor): Controller

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*



1. Name: The Partner, as defined in the wider contract into which these Clauses are incorporated

Address: As stated on the front page of the wider contract into which these Clauses are incorporated

Contact person's name, position and contact details: .....

Activities relevant to the data transferred under these Clauses: .....

Signature and date: .....

Role (controller/processor): Controller

## **B. DESCRIPTION OF TRANSFER**

*Categories of data subjects whose personal data is transferred*

As specified in Part A of Schedule 6 to the wider contract into which these Clauses are incorporated

*Categories of personal data transferred*

As specified in Part A of Schedule 6 to the wider contract into which these Clauses are incorporated

*Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.*

.....

*The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).*



*Nature of the processing*

As specified in Part A of Schedule 6 to the wider contract into which these Clauses are incorporated

*Purpose(s) of the data transfer and further processing*

As specified in Part A of Schedule 6 to the wider contract into which these Clauses are incorporated

*The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period*

As specified in Part A of Schedule 6 to the wider contract into which these Clauses are incorporated

*For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing*

As specified in Part A of Schedule 6 to the wider contract into which these Clauses are incorporated

**C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

Data Protection Commission of Ireland

## **ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

### EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

*If you have enquiries about the British Council possible measure for this Agreement, then please contact the British Council's Information Governance & Risk Management Team ([InfoGovernance@britishcouncil.org](mailto:InfoGovernance@britishcouncil.org)) for further guidance - **Delete this paragraph before finalising and signing the Agreement***

#### **[Examples of possible measures:**

***Measures of pseudonymisation and encryption of personal data***

***Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services***

***Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident***

***Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing***

***Measures for user identification and authorisation***

***Measures for the protection of data during transmission***

***Measures for the protection of data during storage***

*Measures for ensuring physical security of locations at which personal data are processed*

*Measures for ensuring events logging*

*Measures for ensuring system configuration, including default configuration*

*Measures for internal IT and IT security governance and management*

*Measures for certification/assurance of processes and products*

*Measures for ensuring data minimisation*

*Measures for ensuring data quality*

*Measures for ensuring limited data retention*

*Measures for ensuring accountability*

*Measures for allowing data portability and ensuring erasure]*

*For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter*

**[Not applicable] OR [insert details]**

## Schedule 11

### Eligibility Criteria for the Recipient

The Recipient should:

- be listed on the UK Home Office Register of Student Route Sponsors (approved Education Providers) and be Quality Assurance Agency for Higher Education (QAA); Office for Students (OfS); Scottish Funding Council (SFC); Higher Education Funding Council for Wales (HEFCW); or Department for Education (DfE) inspected and approved.
- propose 1-year Master's programmes fit within each eligible subject area, and which meet the spirit of ODA funding, and will therefore be included in the scheme
- demonstrate how they will connect scholars with industry partners and provide opportunities for internships, placements or networking for the students – including support for the scholar to stay in the UK via the Graduate Route, if desired.
- demonstrate how they will support welfare of applicants and the “student experience”

**Desirable:** special consideration will be given to UK Universities that can contribute with cash or in-kind to the overall Scholarship programme (beyond making up any projected shortfall) potentially increasing the number of scholarships available in their cohort, and/or that can demonstrate added value to the overall student study and welfare experience.