

EVENT SPONSORSHIP AND EXHIBITION STANDARD TERMS AND CONDITIONS

The Recipient's attention is particularly drawn to the provisions of clauses 5.2 and 5.3 (Terms applicable to Sponsorship Rights), 6.2 and 6.3 (Terms applicable to Exhibition Rights), 9 (Recipient's obligations), 10 (Fees and payment), 11 (Intellectual property), 16 (Indemnities), 18 (Limitation of liability), 28 (Assignment and other dealings) and 36 (Third party rights).

1 Definitions and interpretation

1.1 The following definitions and rules of interpretation apply to the Agreement and these terms and conditions (the "**Conditions**"):

"Agreement" means the agreement between the IET and the Recipient for the Event Rights in accordance with the Order (as accepted by the IET) and these Conditions which, when read together, constitute one and the same agreement.

"Applicable Law" means all laws, rules, regulations, codes of practice, research governance or ethical guidelines or requirements of regulatory authorities, as amended from time to time, which are applicable to this Agreement and the parties' obligations under the Agreement.

"Associated Activities" means any activities and obligations of the IET to be performed in relation to the Event Rights as set out in the Order, if any.

"Associated Persons" means the Recipient's employees, contractors, suppliers and agents.

"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 the terms and conditions of this Agreement (and any agreement entered into in connection with this Agreement) and information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, suppliers and customers of the IET or the Recipient (as the case may be) or, in each case, any member of the Group to which the relevant party belongs. In respect of the IET, the Confidential Information shall include the IET Materials and in respect of the Recipient, the Confidential Information shall include the Recipient's Materials.

"Controllers" has the meaning given to it in Schedule 1 (Data Protection).

"Data Protection Legislation" means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals as may be amended, extended, re-enacted or replaced from time to time, including, (where applicable):

- (a) UK GDPR; the Data Protection Act 2018 ("**DPA 2018**") (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; or
- (b) EU GDPR,

along with the guidance and codes of practice issued by the UK's Information Commissioner, EU Commission or other relevant regulatory authority (as applicable to a party).

"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, this Agreement shall be performed by the parties.

"EU GDPR" means the General Data Protection Regulation ((EU) 2016/679).

"Event" means the single event as set out in the Order, (or, where the Order specifies several events, each event which comprises that group of events) in respect of which the Recipient is being granted the Event Rights by the IET.

"Event Manual" means the manual for the Event setting out information and instructions with which the Recipient must comply (including, without limitation, any rules of the venue at which Event is being held), as updated from time to time.

"Event Rights" means the Sponsorship Rights and/or Exhibition Rights (as applicable) which are granted to the Recipient in respect of the Event.

"Exhibition Rights" means, where applicable, the rights as set out in the Order which are granted to the Recipient in its capacity as an exhibitor at the Event.

"Exhibition Space" means the area of space reserved for the Recipient at the Event as described in the Order, if any, which the Recipient may use for the purpose of exercising the Exhibition Rights.

"Fee" means the fee(s), as set out in the Order, which is/are payable by the Recipient to the IET in consideration for the IET granting the Event Rights in accordance with the provisions of clause 10 (Fees and payment) and those set out in the Order.

"Force Majeure Event" means an unforeseeable act, omission, event, accident or other circumstance that is:

- (a) beyond the reasonable control of a party; and
- (b) not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party,

and which affects that party's performance of its obligations under this Agreement. Things such as 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 may be Force Majeure Events.

"GHGs" means the natural and anthropogenic gases which trap thermal radiation in the Earth's atmosphere and are specified in Annex A to the Kyoto Protocol to the

United Nations Framework Convention on Climate Change (UNFCCC), as may be amended from time to time.

“Group” means:

- (a) in relation to either party: i) that party; ii) any subsidiary or holding company from time to time of that party; iii) any subsidiary from time to time of a holding company of that party; and iv) any subsidiary from time to time of a subsidiary of that party.
- (b) in relation to the IET, shall include the Institution.

“IET” means the party as set out on the Order which is granting the Event Rights to the Recipient.

“IET’s Acceptance” shall have the meaning given to it in clause 4.2 (Formation, commencement and duration).

“IET’s Branding” means the trade marks, trade names or logos (including the IET’s Mark), in all cases, whether registered or unregistered, of the IET (or member of the IET’s Group).

“IET’s Brand Guidelines” means the guidelines applicable to the use of the IET’s Mark and/or the IET’s Branding as set out in the Order.

“IET’s Mark” means the IET’s (or member of the IET’s Group’s) trade mark set out in the Order.

“IET Materials” means all documents, information, data, items and materials in any form (whether owned by the IET or a third party) developed by or on behalf of any member of the IET’s Group and used and/or provided to the Recipient in connection with this Agreement, including any Marketing Collateral, the Event Manual and the IET’s Mark but excluding the Recipient’s Materials to the extent the Recipient’s Materials have been included or incorporated in any IET Materials.

“Institution” means The Institution of Engineering and Technology, a charity registered in England and Wales and in Scotland with charity numbers 211014 and SC038698 respectively, whose registered address is at Savoy Place, London, WC2R 0BL, UK.

“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.

“Joint Controllers” has the meaning given to it in Schedule 1 (Data Protection).

“Marketing Collateral” means the marketing collateral developed by or on behalf of the IET or any member of the IET’s Group to promote and publicise the Event, to

include: the Event website, Event programme and any other materials (including websites, posts from the IET's Group's social media accounts, emails, promotional video(s), press release and printed material).

"Order" means the Quotation which has been signed by the Recipient and returned to the IET as an offer to procure the Event Rights from the IET subject to the terms of the Agreement.

"Personal Data" has the meaning given to it in Schedule 1 (Data Protection).

"Processor" has the meaning given to it in Schedule 1 (Data Protection).

"Quotation" means the quotation sent by the IET to the Recipient which sets out the details of the Event Rights and the specific terms and conditions which shall apply to the Agreement.

"Recipient" means the party as set out in the Order who is being granted the Event Rights by the IET.

"Recipient's Brand Guidelines" means the guidelines applicable to use of the Recipient's Mark as set out in the Order.

"Recipient's Mark" means the trade mark of the Recipient set out in the Order.

"Recipient's Materials" means all documents, information, data, items and materials in any form (whether owned by the Recipient or a third party), which are provided by the Recipient to the IET or the Institution (as applicable) in connection with this Agreement, including the Recipient's Mark and/or any materials developed by the Recipient in the exercise of the Event Rights granted hereunder but excluding any IET Materials to the extent they have been included or incorporated in any Recipient's Materials.

"Shared Personal Data" has the meaning give to it in Schedule 1 (Data Protection).

"Sponsorship Category" means, where applicable, the category or categories of sponsorship as set out in the Order to which the Sponsorship Rights apply.

"Sponsorship Rights" means, where applicable, the rights as set out in the Order which are granted to the Recipient in its capacity as a sponsor of the Event.

"Term" has the meaning given to it in the Order.

"UK GDPR" has the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018 (as amended).

"VAT" means value added tax or any equivalent tax chargeable in the United Kingdom (or elsewhere).

"Working Day" means a day, other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In this Agreement:

- 1.2.1 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- 1.2.2 any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.3 a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006;
- 1.2.4 any requirement for a party to use its “**reasonable endeavours**” shall be interpreted as a requirement for that party to use its reasonable and commercially prudent endeavours;
- 1.2.5 words in the singular shall include the plural and vice versa;
- 1.2.6 a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors and permitted assigns;
- 1.2.7 any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.8 a reference to writing or written includes email but excludes fax;
- 1.2.9 a reference to this Agreement or to any other agreement or document is a reference to this Agreement or such other agreement or document, in each case as varied from time to time; and
- 1.2.10 references to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2 Background

- 2.1 Members of the IET’s Group (including the IET and the Institution) organise, hold and/or host various events from time to time.
- 2.2 The IET has all rights necessary in order for the IET to grant the Event Rights under this Agreement.
- 2.3 The Agreement sets out the terms and conditions of the Event Rights that have been granted to the Recipient in respect of the Event.

3 The agreement: composition

- 3.1 This Agreement is made up of and incorporates the following components which are listed in the order of precedence that shall be applied in the event that there is any conflict or ambiguity between the terms of such components:

- 3.1.1 the Order which has achieved the IET's Acceptance (including any appendices to such Order);
 - 3.1.2 the Conditions; and
 - 3.1.3 any Schedule to these Conditions.
- 3.2 The Agreement shall apply to the exclusion of any other terms that the Recipient seeks to impose or incorporate (including in any of its purchase orders) or which are implied by trade, custom, practice or course of dealing.

4 Formation, commencement and duration

- 4.1 The Order constitutes an offer by the Recipient to procure the Event Rights subject to and in accordance with these Conditions.
- 4.2 The Order shall only be deemed to be accepted when the IET confirms its acceptance by returning to the Recipient a copy of the Order that is countersigned by the IET ("**IET's Acceptance**").
- 4.3 This Agreement shall come into force upon the date of the IET's Acceptance and, subject to earlier termination in accordance with its terms, shall continue in full force and effect until the expiry of the Term.

5 Terms applicable to Sponsorship Rights

- 5.1 To the extent the Event Rights are or include Sponsorship Rights, in consideration of the payment of the Fee (or portion of the Fee applicable to the Sponsorship Rights) by the Recipient to the IET, and subject to the terms of this Agreement, the IET grants to the Recipient the Sponsorship Rights only for the Sponsorship Categories for the Term.
- 5.2 Where the Order states that the Sponsorship Rights are being granted on a non-exclusive basis;
- 5.2.1 during the Term, the IET may enter into any agreement with a third party which entitles that third party to rights which are substantially the same or similar to the Sponsorship Rights in relation to the Event and in any sponsorship category, including the Sponsorship Category; and
 - 5.2.2 nothing in this Agreement shall prevent the IET from entering into any sponsorship agreement with any third party or any competitor of the Recipient.
- 5.3 Where the Order states that the Sponsorship Rights are being granted on an exclusive basis:
- 5.3.1 during the Term and in relation to the Event only, the IET will not enter into any agreement with a third party which entitles that third party to rights which are substantially the same or similar to the Sponsorship Rights granted to the Recipient in the same Sponsorship Category; and

5.3.2 subject to clause 5.3.1 (Terms applicable to Sponsorship Rights), nothing in this Agreement shall prevent the IET from entering into any sponsorship agreement with any third party (including, in respect of a different Sponsorship Category for the Event) or any competitor of the Recipient.

5.4 The Recipient shall use commercially reasonable endeavours to publicise and promote the Event, including by performing any and all activities that are set out in the Order (if any), or those activities as may be agreed by the parties from time to time acting reasonably. The Recipient shall perform all obligations under this clause in consultation with the IET or the Institution (if so directed by the IET).

6 Terms applicable to Exhibition Rights

6.1 To the extent that the Event Rights are or include Exhibition Rights, in consideration of the payment of the Fee (or the portion of any Fee applicable to Exhibition Rights, including any fee for Exhibition Space), by the Recipient to the IET, and subject to the terms of this Agreement, the IET grants to the Recipient the Exhibition Rights only for the Term.

6.2 Where the Order states that the Exhibition Rights are being granted on a non-exclusive basis:

6.2.1 during the Term, the IET may enter into any agreement with a third party which entitles that third party to rights which are substantially the same or similar to the Exhibition Rights in relation to the Event; and

6.2.2 nothing in this Agreement shall prevent the IET from entering into any agreement to grant exhibition rights to any third party or any competitor of the Recipient.

6.3 Where the Order states that the Exhibition Rights are being granted on an exclusive basis:

6.3.1 during the Term and in relation to the Event only, the IET will not enter into any agreement with a third party which entitles that third party to rights which are substantially the same or similar to the Exhibition Rights granted to the Recipient; and

6.3.2 subject to clause 6.3.1 (Terms applicable to Exhibition Rights), nothing in this Agreement shall prevent the IET from entering into any agreement to grant exhibition rights to any third party or any competitor of the Recipient.

7 Terms applicable to all Event Rights

7.1 The Event Rights granted to the Recipient **do not**:

7.1.1 guarantee any minimum level of exposure that the Recipient might expect as a result of the Event Rights and/or in relation to the Event and the IET does not make any representations, warranties or guarantees in respect of the number of attendees, whether delegates, sponsors, exhibitors or other third parties that will attend, participate or be otherwise involved in the Event.

- 7.1.2 entitle the Recipient to receive any financial remuneration (including any profits) from the Event.
 - 7.1.3 affect or limit the rights of the IET or its licensors to use the IET's Mark in the Event, in any associated Marketing Collateral or other IET Materials. In all cases, the IET's Mark will take precedence over the Recipient's Mark and will be of such size and placed in such positions in the IET Materials (including Marketing Collateral) as the IET and/or its licensors (as applicable) so determine.
- 7.2 The Recipient acknowledges and agrees that the IET's Group own or control the Event and reserve all rights to organise, market, plan, promote and conduct the Event as they deem appropriate, including by:
- 7.2.1 amending details of the Event (for example, floorplans (including changing the placement of the Exhibition Space), topics, speakers, running orders) as deemed necessary for the successful running of the Event; and
 - 7.2.2 excluding or removing any Associated Persons conducting themselves in an inappropriate matter from (or procuring the exclusion or removal from) the Event,

and the Recipient shall not seek to limit, restrict or otherwise interfere with the activities of the IET's Group in this regard.

8 IET's obligations

- 8.1 The IET shall:
- 8.1.1 ensure that the Event will be managed in a professional manner;
 - 8.1.2 keep the Recipient informed as promptly as reasonably practicable with respect to material developments or changes to the Event which might affect the Recipient's enjoyment of the Event Rights;
 - 8.1.3 save as set out in clause 8.2 (IET's obligations), to the extent that any Marketing Collateral is to include or incorporate any Recipient's Materials, prior to final approval, provide or procure the provision of a sample copy of such Marketing Collateral for approval by the Recipient in relation to the use of the Recipient's Materials only. The Recipient's approval shall not be unreasonably withheld or delayed. If the Recipient has not expressly withheld its approval of any such sample within 5 Working Days after receipt thereof, its approval shall be deemed to have been given; and
 - 8.1.4 perform or procure the performance of the Associated Activities.
- 8.2 The IET may, without further consultation with, or approval by, the Recipient, display the Recipient's Mark on the Event website in order to demonstrate that the Recipient is sponsoring and/or exhibiting at the Event (as applicable).

9 Recipient's obligations

- 9.1 The Recipient shall provide to the IET (or the Institution, if so directed by the IET) any text and/or any other Recipient's Materials for inclusion in the Marketing Collateral that the IET may request from time to time and in accordance with any specific timescale given by or on behalf of the IET. The Recipient acknowledges that failure to adhere to any timescales provided by or on behalf of the IET may result in the Recipient's Materials being omitted from published versions of the Marketing Collateral and there will be no refund of the Fee (or any portion of the Fee) for any Event Rights that are not delivered by the IET due to a failure of the Recipient to comply with timescales.
- 9.2 Without prejudice to clause 5.4 (Terms applicable to Sponsorship Rights), to the extent the Recipient is granted, as part of the Event Rights, a right to promote that it is sponsoring the Event and/or its attendance at the Event as an exhibitor, the Recipient:
- 9.2.1 shall not release or publish any materials created by the Recipient unless it has obtained the IET's prior approval of the content and release/publication of such materials; and
- 9.2.2 shall, in respect of such materials, comply with any requirements of the IET that are set out in the Order (including use of any designated wording, inclusion of the IET's Mark and provision of a link(s) to where tickets to the Event can be purchased (if applicable)).
- 9.3 In respect of any attendance by the Recipient and/or its Associated Persons at the Event (including in order to exercise any Exhibition Rights granted hereunder), the Recipient shall comply with and procure compliance by its Associated Persons of:
- 9.3.1 all instructions, rules, requirements and guidance as set out in the Event Manual; and
- 9.3.2 all Applicable Law relevant to the Event (including but not limited to all health and safety laws) and any other rules, requirements, regulations, guidance and policies in connection with the Event as notified to the Recipient by or on behalf of the IET, (whether imposed by the IET, its licensors, the proprietors or managers of the Event venue or other competent authority),
- and the Recipient shall not conduct or permit to be conducted any activity requiring a licence or consent from an authority or third party without having first obtained such licence or consent, along with the consent of the IET and/or its licensors (where applicable).
- 9.4 The Recipient shall comply with any conditions applicable to the exercise of the Event Rights and shall perform all obligations as set out in this Agreement (including the Order).

10 Fees and payment

- 10.1 In consideration of the IET granting the Event Rights and performing its obligations under this Agreement, the Recipient shall pay to the IET the Fee in accordance with this clause 10 (Fees and payment) and the provisions of the Order.
- 10.2 The Fee is stated exclusive of VAT, which if applicable shall be added at the prevailing rate as applicable and paid by the Recipient following delivery of a valid VAT invoice.
- 10.3 The IET shall submit its invoices in Pounds Sterling (GBP) for the Fee plus a valid VAT invoice (if applicable) to the Recipient at the intervals specified in the Order.
- 10.4 Each invoice submitted by the IET to the Recipient in accordance with clause 10.3 (Fees and payment) is due and payable by the Recipient:
- 10.4.1 in full and cleared funds;
 - 10.4.2 in Pounds Sterling (GBP); and
 - 10.4.3 immediately upon receipt by the Recipient of the relevant invoice,
- and shall be paid using the method of payment as set out in the Order (or as otherwise agreed with the IET). The IET shall not be under any obligation to perform any obligations under this Agreement and, unless otherwise agreed in writing, neither shall the Recipient be entitled to exercise any of the Event Rights granted hereunder until such time as the Recipient has made the relevant payments in accordance with this clause 10.4 (Fees and payment).
- 10.5 Payment of the Fee shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.6 Without prejudice to any other right or remedy that it may have, if the Recipient fails to pay to the IET any sum due under this Agreement by the due date, the IET may charge interest on the overdue sum accruing daily from the date on which payment was due to the date on which payment is made (whether before or after judgment) at the rate of 4% per annum above the Bank of England's base rate from time to time but at 4% a year for any period when that base rate is below 0%.

11 Intellectual property

- 11.1 In relation to the IET Materials:
- 11.1.1 the IET's Group (and the IET's Group's licensors) own and shall retain ownership of all Intellectual Property Rights and other proprietary rights in the IET Materials; and
 - 11.1.2 the IET grants to the Recipient, during the Term of this Agreement, a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use such of the IET Materials that are provided to the Recipient by or on behalf of the IET under this Agreement (including the IET's Mark) only to the extent necessary and for the sole purpose of the Recipient exercising the Event Rights and/or in order to perform its obligations,

and the IET warrants that the Recipient's use of the IET Materials in accordance with the licence granted under clause 11.1.2 (Intellectual property) shall not infringe the rights, including any Intellectual Property Rights, of any third party.

11.2 In relation to the Recipient's Materials:

11.2.1 the Recipient and its licensors own and shall retain ownership of all Intellectual Property Rights and other proprietary rights in the Recipient's Materials; and

11.2.2 the Recipient grants to the IET (with rights to sub-licence to the Institution) a fully paid-up, non-exclusive, royalty-free, licence to copy, use, reproduce, publish, display and modify the Recipient's Materials for the Term of this Agreement for the sole purpose of the IET exercising its rights and performing its obligations under this Agreement including by copying, using, reproducing, publishing and displaying the Recipient's Materials:

- (i) in any Marketing Collateral (either in print or digital); and/or
- (ii) as otherwise necessary and appropriate in the exercise of its rights and/or performance of its obligations at clause 8 (IET's obligations),

and the Recipient warrants that the IET's use (and use by the Institution in pursuance of any sublicense granted to it by the IET) of the Recipient's Materials in accordance with the licence granted under this clause 11.2.2 (Intellectual property) shall not infringe the rights, including any Intellectual Property Rights, of any third party.

11.3 The IET's Group (and the IET's Group's licensors) shall retain at all times all Intellectual Property Rights and other proprietary rights they own or have the benefit of in relation to the Event and any goodwill associated with or arising from the Event, the exercise by the Recipient of the Event Rights and/or performance of its obligations (including any use by the Recipient of the IET's Mark) shall vest in its entirety in the IET's Group and/or the IET's Group's licensors, as applicable.

11.4 Neither party shall do or omit to do, nor authorise any third party to do or omit to do, any act which would or might invalidate or be inconsistent with the Intellectual Property Rights of the other party.

11.5 Save as expressly set out in this Agreement, the Recipient shall not use any IET's Branding without the prior written consent of the IET. Where any such consent is given, the IET will grant to the Recipient a limited, non-exclusive, non-transferrable, royalty-free licence during the Term to use the IET's Branding only to the extent necessary for the specific purpose for which the consent was given by the IET and provided always that the Recipient shall comply with any guidelines in connection with the use of the IET's Branding, including the IET's Brand Guidelines, where applicable and/or such other guidelines as notified by the IET to the Recipient from time to time.

12 Confidentiality

- 12.1 Each party undertakes that it shall not disclose to any person any Confidential Information of the other party or of any member of the Group to which the other party belongs, except as permitted by clause 12.2 (Confidentiality).
- 12.2 Each party may, only to such extent as is necessary, disclose the other party's Confidential Information:
- 12.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 12 (Confidentiality); and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 12.4 The provisions of this clause 12 (Confidentiality) shall survive for a period of two years from termination or expiry of this Agreement.

13 Publicity

- 13.1 Except to the extent permitted by the licences granted at clause 11 (Intellectual property), neither party shall use the name of the other party or any trade name or trade mark used by the other party or refer to the other party in any other way in any press release, promotional literature, publications or advertising material, including any website, "blogs", social media or other online services, without the prior written consent of the other party.

14 Data protection

- 14.1 The parties will comply with all applicable Data Protection Legislation in the performance of their obligations under this Agreement.
- 14.2 Without limiting the generality of clause 14.1 (Data protection), where:
- 14.2.1 the parties act as either independent Controllers or Joint Controllers in respect of Personal Data; or
- 14.2.2 the Recipient acts as the Processor of Personal Data,
- the parties will comply with the provisions of Schedule 1 (Data Protection) as applicable.

15 Warranties

15.1 Each party warrants:

- 15.1.1 it has full capacity and authority to enter into and to perform this Agreement and to grant the licences and rights hereunder and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time in order to perform its obligations under or in connection with the Agreement;
- 15.1.2 this Agreement is executed by a duly authorised representative of that party;
- 15.1.3 there are no actions, suits or proceedings or regulatory investigations pending or, to that party's knowledge, threatened against or affecting that party before any court or administrative body or arbitration tribunal that might affect the ability of that party to meet and carry out its obligations under this Agreement;
- 15.1.4 their respective obligations will be carried out with reasonable care and skill; and
- 15.1.5 they will not do anything or say anything which, in the discretion of the injured party (which in the case of the IET, includes the IET's Group), could be seen as defamatory or derogatory to the other, and their products and services or which could lead to the other's reputation being damaged or could bring the other party into disrepute. Any breach of this clause 15.1.5 (Warranties) shall be deemed a material breach.

15.2 The IET warrants that it will not knowingly do or omit to do anything which might undermine the validity of the Recipient's Mark as a registered trade mark and will comply with the Recipient's Brand Guidelines or any other reasonable written instructions issued by the Recipient in respect of all usage of the Recipient's Mark from time to time.

15.3 The Recipient warrants that:

- 15.3.1 it will not knowingly do or omit to do anything which might undermine the validity of the IET's Mark as a registered trade mark and will comply with the IET's Brand Guidelines or any other reasonable written instructions issued by the IET in respect of all usage of the IET's Mark from time to time.
- 15.3.2 it shall exercise the Event Rights strictly in accordance with the terms of this Agreement and not otherwise.
- 15.3.3 it has not offered, promised or given a bribe to the IET's Group (including the IET and the Institution), or any directors, officers or employees of the IET's Group, concerning the negotiating, entering into, the terms and conditions of or the performance of this Agreement.

16 Indemnities

- 16.1 The Recipient shall indemnify and keep indemnified the IET and the Institution against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by the IET or the Institution arising out of or in connection with:
- 16.1.1 any breach by the Recipient of the warranty contained in clause 15.1.5 (Warranties);
 - 16.1.2 any breach by the Recipient (or any of its Associated Persons) of its obligations under clause 9.3 (Recipient's obligations);
 - 16.1.3 any action, demand or claim made against the IET or the Institution by a third party for infringement of that third party's Intellectual Property Rights which arises from:
 - (i) use of the Recipient's Mark and/or any other of the Recipient's Materials by the IET or the Institution in accordance with the terms of this Agreement; or
 - (ii) use of the IET's Mark and/or other IET Materials by the Recipient in breach of the terms of this Agreement.
- 16.2 The IET shall indemnify and keep indemnified the Recipient against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Recipient arising out of or in connection with:
- 16.2.1 any breach by the IET of the warranty contained in clause 15.1.5 (Warranties);
 - 16.2.2 any action, demand or claim made against the Recipient by a third party for infringement of that party's Intellectual Property Rights which arises from:
 - (i) use of the IET's Mark and/or any other of the IET Materials by the Recipient in accordance with the terms of this Agreement; and
 - (ii) use of the Recipient's Mark and/or other Recipient's Materials by the IET or the Institution in breach of the terms of this Agreement.
- 16.3 The indemnities at clauses 16.1 and 16.2 (Indemnities) above shall not apply to the extent that the action, demand or claim results from negligence or wilful misconduct on the part of the indemnified party.
- 16.4 If any third party makes a claim, or notifies an intention to make a claim, against a party which may reasonably be considered likely to give rise to a liability under the indemnities set out in this clause 16 (Indemnities) ("**Claim**"), the indemnified party shall:

- 16.4.1 as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
 - 16.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
 - 16.4.3 give the indemnifying party and its professional advisers access, at reasonable times and on reasonable prior notice, to such of its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant records within the power or control of the indemnified party, as are reasonably necessary to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and
 - 16.4.4 subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.
- 16.5 Nothing in this clause 16 (Indemnities) shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

17 Insurance

- 17.1 During the Term of the Agreement each party shall maintain in force, with a reputable insurance company, such policies of insurance (including professional indemnity insurance and public liability insurance) to cover the liabilities that may arise under or in connection with the Agreement, and shall produce to the other party on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

18 Limitation of liability

- 18.1 References to 'liability' or 'liable' in this clause 18 (Limitation of liability) include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 18.2 **Prohibited limitations or exclusions:** Nothing in this Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any Applicable Law.

- 18.3 **Heads of loss:** Subject to the indemnities in clauses 16.1 and 16.2 (Indemnities), neither party shall be liable to the other for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.
- 18.4 **Enhanced cap liability: the IET.** Subject to the provisions of clauses 18.2 (Prohibited limitations or exclusions) and 18.3 (Heads of loss), the total liability of the IET to the Recipient under the indemnity at clause 16.2 (Indemnities) and paragraphs 3.4.5 and 4.17 of Schedule 1 (Data Protection) shall, in the aggregate for all claims, be capped at the amount as set out in the Order.
- 18.5 **Enhanced cap liability: the Recipient.** Subject to the provisions of clauses 18.2 (Prohibited limitations or exclusions) and 18.3 (Heads of loss), the total liability of the Recipient to the IET under the indemnity at clause 16.1 (Indemnities) and paragraphs 3.4.5, 4.17 and 5.3 of Schedule 1 (Data Protection) shall, in the aggregate for all claims, be capped at the amount as set out in the Order.
- 18.6 **Parties' general liability cap and additional exclusions:** Subject to clauses 18.2 (Prohibited limitations or exclusions), 18.3 (Heads of loss), 18.4 (Enhanced cap liability: the IET) and 18.5 (Enhanced cap liability: the Recipient), the total aggregate liability of either party under or in connection with this Agreement shall not exceed the Fee. With the exception of any refund due to the Recipient under clause 19.4.2 (Termination), the IET shall have no liability (including for any losses, expenses and costs incurred by the Recipient):
- 18.6.1 where the Recipient has acted in reliance of the Agreement and the Event is, for whatever reason, cancelled, postponed, subject to a change of venue, format (for example changed to a virtual format) or otherwise altered;
 - 18.6.2 in respect of any contracts made by the Recipient with third parties in connection with the Event. The IET will not be a party to these contracts and it is the Recipient's sole responsibility to pay all fees and costs relating to any commitments under such third party contracts; and/or
 - 18.6.3 in respect of any loss or damage to the Recipient's equipment or property, or if applicable, any of its Associated Persons' equipment or property while attending the Event.

19 Termination

- 19.1 Without affecting any other right or remedy available to it, either party to the Agreement may terminate it with immediate effect by giving written notice to the other party if:
- 19.1.1 a party fails to pay any undisputed sum due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or
 - 19.1.2 the other party commits a material breach of any other term of the Agreement and that breach is not capable of remedy or, if remediable, the party having committed the breach fails to remedy that breach within a period of 30 days after being notified in writing to do so; or

- 19.1.3 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - 19.1.4 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 manager 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
 - 19.1.5 the other party ceases, or threatens to cease, to carry on business.
- 19.2 The IET may terminate this Agreement immediately if:
- 19.2.1 the Recipient fails to pay the Fee in accordance with clause 10 (Fees and payment) on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 19.2.2 the IET receives an allegation that the Recipient's Mark and/or any other of the Recipient's Materials is in breach of a third party's Intellectual Property Rights;
 - 19.2.3 the Recipient's Mark and/or any other of the Recipient's Materials has been determined by a court of competent jurisdiction to have breached a third party's Intellectual Property Rights; or
 - 19.2.4 in the reasonable opinion of the IET, the Recipient has acted in contravention of clause 15.1.5 (Warranties) and it has not been remedied in accordance with clause 19.1.2 (Termination).
- 19.3 The IET reserves the right to:
- 19.3.1 cancel the Event and terminate this Agreement;
 - 19.3.2 postpone the Event to a later date;
 - 19.3.3 change the nature/medium of the Event (e.g. from a physical event to a virtual event); or
 - 19.3.4 change the location of the Event,
- for any reason, (including, without limitation, where the IET is subject to a Force Majeure Event).
- 19.4 Where the IET exercises its rights under clause 19.3 (Termination), the parties agree that:
- 19.4.1 the IET shall notify the Recipient as soon as reasonably practicable; and

- 19.4.2 the provisions as set out in the table below will apply, providing that if the IET takes any action under clause 19.3 (Termination) as a result of a Force Majeure Event, the refund given to the Recipient will be calculated based on the Fee less a deduction of up to 2% of the Fee in respect of administration costs, and the IET shall not be in breach of this Agreement.

Cancellation of Event and termination of this Agreement	The IET will refund that part of the Fee which relates to those elements of the Event Rights that will no longer be delivered (including any fee applicable to Exhibition Space).
Postponement of Event	The Event Rights will be transferred to the new date for the Event. If the new date does not work for the exercise of any Exhibition Rights by the Recipient, subject to the Recipient providing satisfactory evidence to the IET showing why the new date does not work for the Recipient, the IET will refund to the Recipient that portion of the Fee applicable to the Exhibition Rights that will not be delivered (including the fee applicable to Event Space).
Change in nature/medium of Event	The Event Rights will be transferred to the new nature/medium. Where any element of the Event Rights does not work in the context of the new nature/medium, the IET shall (acting reasonably) propose an alternative solution, but where an alternative is not possible, the IET will refund to the Recipient that portion of the Fee pertaining to those Event Rights which can no longer be delivered.
Change in location of the Event	The Event Rights will be transferred to the new Event location. If the IET is unable to fulfil any obligations made with regards to size of any Exhibition Space to be provided, the IET will refund to the Recipient a pro-rata portion of the Fee applicable to the Exhibition Space to reflect the difference in size between the original and new Exhibition Space.

20 Consequence of termination

20.1 Upon termination or expiry of this Agreement:

- 20.1.1 the Event Rights shall cease automatically and the Recipient shall immediately stop exercising any such rights (including any use of the IET Materials) and the IET shall immediately cease to use any Recipient's Materials provided that, where any termination:
- (i) occurs within such close proximity to the Event that printed media (including any Marketing Collateral or other IET Materials) cannot be changed in time to remove any Recipient's Materials that have been incorporated, the IET may (and may allow the Institution to)

continue to use the Recipient's Materials to the extent necessary to enable the IET (or the Institution, as applicable) to use such IET Materials in relation to the Event; or

- (ii) is effected by the IET under clauses 19.1.2 or 19.2 (Termination) within such proximity to the Event that there is sufficient time to reprint any media (including any Marketing Collateral or other IET Materials) so as to exclude the Recipient's Materials, the Recipient shall be liable for all costs relating to the reprint.

- 20.1.2 if termination occurs during the Event (which for the purposes of this clause includes set up and break down), the Recipient and its Associated Persons must immediately vacate the Event venue and no further participation (including exercise of any Exhibition Rights) will be permitted.
- 20.1.3 each party shall, within a reasonable time and subject to the provisions of clause 20.1.1(i) (Consequence of termination), return to the other party or (at the other party's option as notified in writing) destroy, all of that other party's property (including any equipment, materials, information (whether Confidential Information or otherwise)) and data (including personal data) in its possession or control (unless otherwise agreed between the parties or where retention is required by Applicable Law). If either party fails to meet its obligations under this clause 20.1.3 (Consequence of termination), the other party may enter the defaulting party's premises and take possession of them. Until they have been returned or repossessed, each party shall be solely responsible for the safe keeping of the other party's property; and
- 20.1.4 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

21 Force majeure

- 21.1 Subject to clauses 21.2 (Force majeure) and 21.3 (Force majeure), 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.
- 21.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
 - 21.2.1 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; and
 - 21.2.2 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
 - 21.2.3 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.

- 21.3 Nothing in this clause 21 (Force majeure) shall excuse a party for non-performance (or other breach):
- 21.3.1 of any payment obligations under this Agreement, except where the Force Majeure Event is of such a nature that it would reasonably be expected to result in non-performance (or other breach) of such payment obligations; or
 - 21.3.2 where 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.

GOVERNANCE

22 Compliance with Applicable Laws and policies

- 22.1 In performing their respective obligations under this Agreement, the parties shall each comply with all Applicable Laws and each party warrants to the other that it has in place, shall maintain, comply with and enforce (as necessary) sufficient and appropriate policies and procedures to achieve such compliance, including policies and procedures in order to achieve compliance with each party's specific obligations under clauses 23 (Anti-bribery and anti-corruption), 24 (Anti-facilitation of tax evasion), 25 (Compliance with anti-slavery and human trafficking laws) and 26 (Equality, diversity, and inclusion).
- 22.2 Each party agrees that the other party may request and review, from time to time, the policies and procedures in place (as warranted under clause 22.1 (Compliance with Applicable Laws and policies)) along with such other evidence as is reasonable to demonstrate that party's compliance with its obligations under clause 22.1 (Compliance with Applicable Laws and policies).

23 Anti-bribery and anti-corruption

- 23.1 Without prejudice to the provisions of clause 22 (Compliance with Applicable Laws and policies), each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**") and shall not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Relevant Requirements.
- 23.2 Each party will notify the other immediately upon becoming aware or upon becoming reasonably suspicious that an activity related to the Agreement has contravened or may contravene the Relevant Requirements.

24 Anti-facilitation of tax evasion

- 24.1 Without prejudice to the provisions of clause 22 (Compliance with Applicable Laws and policies), neither party shall engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017. Each party shall report to the other party immediately any request or demand from a third party to facilitate the evasion

of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under the laws of England and Wales or under the law of any foreign country, in connection with the performance of this Agreement.

SOCIAL

25 Compliance with anti-slavery and human trafficking laws

- 25.1 Without prejudice to the provisions of clause 22 (Compliance with Applicable Laws and policies), each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.

26 Equality, diversity, and inclusion

- 26.1 Without prejudice to the provisions of clause 22 (Compliance with Applicable Laws and policies), each party shall ensure that it does not, whether as an employer or provider of any services, discriminate within the meaning of the Equality Legislation.

ENVIRONMENTAL

27 Protecting the environment

- 27.1 Each party agrees to perform its obligations under this Agreement in an environmentally conscious manner and to reduce, to the fullest extent possible, the emissions of GHGs that arise as a consequence of the performance of this Agreement where this is appropriate, possible and practical.

28 Assignment and other dealings

- 28.1 Subject to clause 28.2 (Assignment and other dealings), neither party shall, without the prior written consent of the other party, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

- 28.2 The IET may:

- 28.2.1 upon written notice to the Recipient, assign or otherwise transfer any or all of its rights or sub-contract any or all of its obligations under this Agreement to any member of its Group; and
- 28.2.2 notwithstanding clause 28.2.1 (Assignment and other dealings), without notice to the Recipient, sub-contract any or all of its obligations under this Agreement to the Institution.

29 Entire agreement

- 29.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 29.2 Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, condition, representation, assurance or warranty (in all cases, of any kind and whether made innocently or negligently) that is not expressly set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement.

30 Variation

- 30.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

31 Waiver

- 31.1 A waiver of any right or remedy under the Agreement or by Applicable Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 31.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by Applicable Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by Applicable Law shall prevent or restrict the further exercise of that or any other right or remedy.

32 Severance

- 32.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 32 (Severance) shall not affect the validity and enforceability of the rest of the Agreement.

33 Counterparts

- 33.1 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.

34 Notices

- 34.1 Notice given under this Agreement shall be in writing and in English, sent for the attention of, and addressed to, the relevant representative set out in the Order (or such other address or person as the relevant party may notify to the other party) and shall be delivered:

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

- 34.1.2 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;
 - 34.1.3 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
 - 34.1.4 by email to the relevant email address specified in the Order (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, 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.
- 34.2 For the purposes clause 34.1 (Notices), "normal working hours" means the hours between 09:00 to 17:00 in the United Kingdom (or such other country as has been specified by the receiving party) on a Working Day (or any day other than a Saturday, Sunday or public holiday in the country specified by the receiving party, if other than the United Kingdom).
- 34.3 To prove service of notice under clauses 34.1.1 (Notices) to 34.1.3 (Notices) above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

35 No partnership or agency

- 35.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 35.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

36 Third party rights

- 36.1 Unless it expressly states otherwise and subject to clause 36.2 (Third party rights), the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.
- 36.2 It is agreed that Institution may enforce the provisions of the indemnity at clause 16 (Indemnities) directly against the Recipient.

37 Governing law

- 37.1 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England and Wales.

38 Dispute resolution

- 38.1 If any dispute arises in connection with this Agreement, the parties agree to attempt to resolve the dispute between the parties in the first instance. If the dispute remains unresolved 30 days after one party notified the other of such dispute, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

39 Jurisdiction

- 39.1 Subject to clause 38.1 (Dispute resolution), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement or its subject matter or formation.

40 Language

- 40.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

Schedule 1

Data Protection

1 Definitions

1.1 For the purposes of this Schedule 1 (Data Protection), the following definitions apply:

“Appendix” means the appendix of the applicable Order which sets out the details of the Processing;

“Controller” has the same meaning as defined in GDPR;

“Data Discloser” means the discloser of Shared Personal Data;

“Data Receiver” means the receiver of Shared Personal Data;

“Data Subject” has the same meaning as defined in GDPR;

“DPA” means the UK Data Protection Act 2018;

“GDPR” means either the UK GDPR and/or EU GDPR as applicable to the Processing undertaken in relation to this Agreement;

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

“Joint Controllers” has the same meaning as defined in GDPR;

“Personal Data” means any and all “personal data” (as defined in GDPR) that is Processed under this Agreement;

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

“Processor” has the same meaning as defined in GDPR, and **“Process”**, **“Processing”** and **“Processed”** shall be construed accordingly;

“Shared Personal Data” means the type of Personal Data identified in the Appendix which will be shared between the parties (where applicable);

“SPoC” means a single point of contact;

“Subject Rights Request” means the exercise by a Data Subject of their rights under the Data Protection Legislation;

“Sub-Processor” means a third party engaged by the Processor (where applicable) 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 applicable jurisdiction; and

“Third Country” means a country or territory outside (a) the UK (where UK GDPR applies); or (b) the European Economic Area (where EU GDPR applies).

2 Roles of the parties

- 2.1 The parties agree and acknowledge that for the purpose of the Data Protection Legislation, their roles as at the date of this Agreement are as set out in the Appendix.
- 2.2 Where it is stated in the Appendix that:
- 2.2.1 the IET and the Recipient are each an independent Controller in respect of the Personal Data, the provisions of paragraph 3 shall apply;
 - 2.2.2 the IET and the Recipient are Joint Controllers in respect of the Personal Data, the provisions of paragraph 4 shall apply; and
 - 2.2.3 the IET is the Controller and Recipient is the Processor of the Personal Data, the provisions of paragraph 5 shall apply.
- 2.3 If at any time during the Term of this Agreement any aspect of the Processing of Personal Data in connection with this Agreement changes (including any changes to the roles of each party as set out in the Appendix), then the parties agree (each acting reasonably and in good faith) to vary the provisions of the Appendix in accordance with clause 30 (Variation) of the Agreement, to reflect any such changes. Where, as a result of any such variation to the Appendix, the relevant roles of each party change, paragraph 2.2 shall apply to determine which paragraphs of this Schedule 1 (Data Protection) shall apply to each party.

3 Provisions applicable where both parties are independent Controllers

- 3.1 The parties acknowledge and agree that for the purpose of the Data Protection Legislation, the IET and the Recipient are each independent Controllers of any Shared Personal Data that is Processed in connection with this Agreement.
- 3.2 Without prejudice to the generality of clause 14 (Data protection) of the Agreement, each party shall comply with all the obligations imposed on it as a Controller under the Data Protection Legislation. Each party shall provide such reasonable assistance and co-operation as the other party may request to enable the other party to carry out and/or review any data protection impact assessments or prior consultation requests which may be required pursuant to the GDPR in relation to any Processing of Personal Data in connection with this Agreement and the data sharing to which this paragraph 3 applies.
- 3.3 Unless a separate data sharing agreement is entered into between the parties which covers the sharing of Personal Data between the parties for the purpose of this Agreement (the terms of such data sharing agreement shall prevail over this paragraph 3), the provisions of paragraph 3.4 shall apply.

3.4 Each party shall:

3.4.1 take appropriate technical and organisational measures against unauthorised or unlawful Processing of that Shared Personal Data and against accidental loss or destruction of, or damage to, that Shared Personal Data; and

3.4.2 where that party is the Data Discloser:

- (i) only share the Shared Personal Data to the extent that it is necessary and proportionate to do so for the purposes of this Agreement; and
- (ii) collect all relevant consents (where necessary), provide all necessary notices and carry out all other tasks as are required under the Data Protection Legislation when sharing the shared Personal Data with the Data Receiver;

3.4.3 where that party is a Data Receiver:

- (i) only use the Shared Personal Data provided by the Data Discloser for the purposes of performing its obligations under this Agreement;
- (ii) provide such assistance as is reasonably required by the Data Discloser to enable the Data Discloser to comply with any Subject Rights Requests received in relation to the Shared Personal Data within the time limits imposed by Data Protection Legislation;
- (iii) and receives a Subject Rights Request in respect of any Shared Personal Data provided by the Data Discloser, immediately inform the Data Discloser of such request and forward a copy of the same to the Data Discloser;

3.4.4 appoint a SPoC who will work together with the SPoC of the other party to reach an agreement with regards to any issues arising from the data sharing and to improve actively the effectiveness of the data sharing.

3.4.5 indemnify the other party against all losses, damage, costs, expenses and liabilities arising directly as a result of a breach by the indemnifying party of its obligations under this paragraph 3.

4 Provisions applicable where the IET and the Recipient are Joint Controllers

4.1 The parties acknowledge and agree that for the purpose of the Data Protection Legislation, the IET and the Recipient are Joint Controllers of any Shared Personal Data that is Processed in connection with this Agreement.

4.2 Without prejudice to the generality of clause 14 (Data protection) of the Agreement, each party shall comply with all the obligations imposed on it as a Joint Controller under the Data Protection Legislation. Each party shall provide such reasonable assistance and co-operation as the other party may request to enable the other party to carry out and/or review any data protection impact assessments or prior

consultation requests which may be required pursuant to the GDPR in relation to any Processing of Personal Data in connection with this Agreement and the data sharing to which this paragraph 4 applies.

4.3 Unless a separate data sharing agreement is entered into between the parties which covers the sharing of Personal Data under this Agreement (the terms of such data sharing agreement shall prevail over this paragraph 4), the provisions of paragraphs 4.4 to 4.17 of this Schedule 1 (Data Protection) shall apply.

4.4 The aim of the sharing of Personal Data under this Agreement, along with benefits provided to the parties, Data Subjects or society (as applicable) shall be as set out in the Appendix which also sets out the details of:

4.4.1 the types of Personal Data that comprise the Shared Personal Data;

4.4.2 the purposes and means for any Processing of the Shared Personal Data as agreed between the parties ("**Agreed Purposes and Means**"), including any access and processing restrictions and that have been established

and the parties acknowledge and agree that the benefits provided by the data sharing under this Agreement do not unduly infringe the fundamental rights, freedoms and interests of any Data Subjects.

4.5 The parties shall ensure that the Shared Personal Data is not irrelevant or excessive with regards to the Agreed Purposes and Means and undertake to process such Shared Personal Data only in way that is compatible with the Agreed Purposes and Means.

4.6 The parties shall agree upon a reliable means of converting Shared Personal Data to ensure compatibility with each party's respective datasets.

4.7 Each party warrants to the other that:

4.7.1 it has legitimate grounds as required by the Data Protection Legislation for the processing of the Shared Personal Data and shall provide Data Subjects with clear and sufficient information in accordance with the Data Protection Legislation of the essence of the data sharing made hereunder including the Agreed Purposes and Means for which the Shared Personal Data will be processed, the legitimate grounds, along with such other information as is required by the Data Protection Legislation; and

4.7.2 it has such valid registration, as required by the applicable Supervisory Authority, which covers the data sharing under this Agreement (unless an exemption applies).

4.8 The parties acknowledge and agree that the Data Subjects applicable to the data sharing under this Agreement may exercise their rights under the Data Protection Legislation in respect of and against each party and each party agrees to provide to the other such cooperation as may be reasonably required to assist the other party in complying with any Subject Rights Requests within the time limits imposed by Data Protection Legislation.

- 4.9 Each party shall appoint a SPoC who will work together with the SPoC of the other party to reach an agreement with regards to any issues arising from the data sharing under this Agreement and to improve actively the effectiveness of the data sharing. In particular, the SPoC for each party shall be responsible for maintaining a record of Subject Rights Requests, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 4.10 If the Data Protection Legislation or approach to compliance of the parties conflict, the requirements of the country that necessitates stricter or additional requirements to protect Shared Personal Data and the rights of Data Subjects shall be applied.
- 4.11 The Data Receiver shall ensure that any Shared Personal Data is returned to the Data Discloser or destroyed in accordance with the agreed deletion procedure:
- 4.11.1 on termination of this Agreement; or
 - 4.11.2 once Processing of the Shared Personal Data is no longer necessary for the purposes it was originally shared for (which shall be regularly reviewed by the parties during the Term).
- 4.12 The Data Receiver will obtain the prior written consent of the Data Discloser before transferring (including transfers to any Sub-Processors or transfers to Third Countries) any Shared Personal Data. Notwithstanding the foregoing, if the Data Receiver appoints a Sub-Processor to Process the Shared Personal Data, it shall comply with the relevant provisions of the Data Protection Legislation and shall remain liable to the Data Discloser for the acts and/or omissions of its Sub-Processor(s).
- 4.13 In no circumstances shall the Data Receiver make a transfer of Personal Data to a Third Country unless such transfer:
- 4.13.1 complies with the provisions of the Data Protection Legislation (in the event the third party is also a Joint Controller); and
 - 4.13.2 (i) is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the Data Protection Legislation; or (iii) the transferee otherwise complies with the Data Receiver's obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Shared Personal Data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 4.14 Each party shall take appropriate technical and organisational measures against unauthorised or unlawful Processing of that Shared Personal Data and against accidental loss or destruction of, or damage to, that Shared Personal Data.
- 4.15 Each party shall comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) Data Subjects under the Data Protection Legislation and shall each inform the other party of any Personal

Data Breach irrespective of whether there is a requirement to notify the Supervisory Authority or Data Subject(s).

- 4.16 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.
- 4.17 Each party shall indemnify the other party against all losses, damage, costs, expenses and liabilities arising directly as a result of a breach by the indemnifying party of its obligations under this paragraph 4.

5 Provisions applicable where the IET is Controller and Recipient is Processor

- 5.1 The parties acknowledge and agree that for the purpose of the Data Protection Legislation, the IET is the Controller, and the Recipient is a Processor, of Personal Data where identified as such in the Appendix. Details of the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects whose Personal Data is being Processed in connection with the Services are set out in the Appendix.
- 5.2 Without prejudice to the generality of clause 14 (Data protection) of the Agreement, the Recipient shall:
 - 5.2.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carrying out its duties under this Agreement and in accordance with the IET's written instructions and this paragraph 5 (unless otherwise required by Applicable Laws);
 - 5.2.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
 - 5.2.3 ensure it has taken all reasonable steps to ensure the reliability and integrity of any employees or other persons authorised to Process the Personal Data, including by ensuring that any such persons are subject to:
 - (i) appropriate obligations of confidentiality, and
 - (ii) adequate training in the use, protection and handling of personal data;
 - 5.2.4 not engage any Sub-Processor to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the IET and, where such consent is given, subject to the Recipient procuring by way of a written contract that such Sub-Processor will, at all times during the engagement, be subject to data Processing obligations equivalent to those set out in this paragraph 5. The IET reserves the right

during this Agreement to request evidence from the Recipient to support compliance with this paragraph 5.2.4 and the Recipient shall provide such evidence within 3 Working Days;

5.2.5 at the request of the IET, assist and co-operate with the IET to ensure the IET's compliance with its obligations under the Data Protection Legislation with respect to:

- (i) carrying out and/or reviewing data protection impact assessments where necessary in accordance with GDPR; and
- (ii) implementing such technical and organisational measures to enable the IET to respond to requests from Data Subjects exercising their rights under the Data Protection Legislation, which shall include but not be limited to: (i) providing Personal Data and details of the Processing of Personal Data to the IET in response to Data Subjects' exercising their rights of access; and (ii) deleting and/or rectifying Personal Data in response to a request from a Data Subject;

5.2.6 not Process or otherwise transfer any Personal Data to any Third Country without prior written consent from the IET and, where such consent is given, (whether in the Appendix or separately), the Recipient shall comply with the following conditions:

- (i) provide appropriate safeguards in relation to the transfer;
- (ii) ensure the Data Subject has enforceable rights and effective legal remedies;
- (iii) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) comply with reasonable instructions notified to it in advance by the IET with respect to the Processing of the Personal Data.

5.2.7 notify the IET as soon as reasonably practicable:

- (i) if it becomes aware that in following the instructions of the IET, it shall be breaching the Data Protection Legislation;
- (ii) on receipt of notice of any complaint made to a Supervisory Authority or any finding by a Supervisory Authority in relation to its Processing of Personal Data, whether it is Personal Data being Processed under this Agreement or otherwise;
- (iii) if the Recipient believes it is required under Applicable Laws to Process the Personal Data other than in accordance with the IET's instructions, in which case the Recipient shall provide the IET with details of such legal obligation, unless the law prohibits such information on important grounds of public interest;

(and in any event within 3 days) of:

- (iv) a request received by the Recipient or a Sub-Processor from a Data Subject for access to that person's Personal Data; and
- (v) a complaint or request received by the Recipient or a Sub-Processor from a Data Subject relating to the IET's obligations under the Data Protection Legislation;

and the Recipient shall provide the IET with full co-operation and assistance in relation to any such complaint or request including where the complaint or request was received by the Recipient, a Sub-Processor or the IET.

5.2.8 notify the IET promptly (and in any event within 48 hours) of becoming aware of any actual, suspected or threatened Personal Data Breach of any component of the Personal Data and;

- (i) ensure that such notice includes details of the nature of the breach, including the categories and approximate number of Data Subjects and records concerned and the remediation measures being taken to mitigate and contain the breach; and
- (ii) provide prompt assistance as requested by the IET following the notification of an actual, suspected or threatened Personal Data Breach referred to in paragraph 5.2.8.

5.2.9 in the event of a notification under paragraph 5.2.8, not notify the Data Subject or any third party unless such disclosure is required by Data Protection Legislation or other law or is otherwise approved by the IET.

5.2.10 maintain accurate written records of the Processing it carries out in connection with this Agreement and on request by the IET, make available all information necessary to demonstrate the Recipient's compliance under Data Protection Legislation and the terms of this Agreement and shall ensure that its Sub-Processors maintain records that meet the requirements of this paragraph and make available the same.

5.2.11 allow for and contribute to audits, including inspections, by the IET (or its authorised representative) in relation to the Processing of the IET's Personal Data by the Recipient and its Sub-Processors to support the Recipient in their compliance with this paragraph and the Recipient shall procure contribution to such audits from its Sub-Processors as required.

5.3 The Recipient shall indemnify and keep indemnified the IET against all Personal Data losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and reasonable legal costs and all other reasonable professional costs and expenses) suffered or incurred by, awarded against or agreed to be paid by, the IET arising from a breach by the Recipient (or any Sub-Processor) of:

5.3.1 its data protection obligations under this Agreement; and/or

5.3.2 the Recipient (or any Sub-Processor) acting outside or contrary to the lawful instruction of the IET.

The provisions of this paragraph 5.3 shall survive termination of the Agreement.

- 5.4 On termination or expiry of this Agreement, the Recipient (or any Sub-Processor) shall, except to the extent it is required to retain a copy by law, stop Processing the Personal Data and return and/or destroy it at the request of the IET. The Recipient shall, upon request from the IET, return the Personal Data in an open machine-readable format, via a secure agreed route at no cost to the IET and the Recipient shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.