**FARADAY® CHALLENGE DAY
IN-KIND SUPPORT AND GRANT FUNDING
TERMS & CONDITIONS**

1. Background
	1. The Institution of Engineering and Technology (“**IET**”) is the owner of the Faraday® Challenge Day programme (“**FCD**”).
	2. In connection with your obligations under a Delivery Partner Agreement, you (the “**Supported Organisation**”) are submitting an Application to the IET to receive In-Kind Support and/or Grant Funding (as applicable) from the IET in connection with the FCD.
	3. By submitting the Application, the Supported Organisation agrees that, if its Application is successful, any In-Kind Support and/or Grant Funding (as applicable) is provided to it by the IET subject to the Agreement, and the Supported Organisation accepts and agrees to comply with the Agreement during the Term.
2. Interpretation
	1. The following definitions and rules of interpretation apply in the Agreement:
3. “**Agreement**” means these Terms and Conditions together with the Communication.
4. “**Application**” means the online application submitted by the Supported Organisation to the IET for In-Kind Support and/or Grant Funding (as applicable).
5. “**Business Day**” means a day (other than a Saturday or Sunday) when commercial banks are open for ordinary banking business in London.
6. “**Communication**” has the meaning as set out in clause 4.1 (Obligations of the IET).
7. “**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, suppliers and customers of the IET or the Supported Organisation (as the case may be) or, in each case, any member of the Group to which the relevant party belongs.
8. “**Delivery Partner Agreement**” means the separate IET Education Programme Delivery Partner Agreement between the IET and the Supported Organisation under which the Supported Organisation is appointed by the IET as a delivery partner of the FCD.
9. “**Grant Funding**” means the financial support provided by the IET to the Supported Organisation for the purposes of delivering the FCD only, which is inclusive of any VAT chargeable thereon.
10. “**Group**” means in relation to a 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.

“**In-Kind Support**” means the in-kind support provided by the IET to the Supported Organisation for the purposes of delivering the FCD only, which may include all or some of the following:

* marketing collateral developed for the successful promotion of the FCD programme including updates to the websites, flyers and banners;
* kit for the running of the FCD programme,

or such support as notified by the IET to the Supported Organisation in writing.

1. “**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.

“**Term**” has the meaning as set out in clause 11 (Termination).

“**Terms and Conditions**” means these terms and conditions.

* 1. 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. Obligations of the Supported Organisation
	1. Where the Supported Organisation’s Application has been successful, the Supported Organisation shall:
		1. not use the In-Kind Support and/or Grant Funding (as applicable), in whole or in part, otherwise than in accordance with the Agreement;
		2. only use the In-Kind Support and/or Grant Funding (as applicable):
			1. in connection with the FCD, and the relevant FCD season for which it was granted;
			2. to deliver (as a minimum) the number of FCD days as stipulated in the Delivery Partner Agreement; and
			3. in accordance with all applicable laws.
		3. keep proper accounting records in respect of the receipt and spending of the Grant Funding and supply the same to the IET promptly on request (and in any event within 5 Business Days of such request);
		4. prepare such data on: i) the FCD; and ii) the In-Kind Support and/or Grant Funding (as applicable), as the IET shall reasonably specify and supply the same to the IET promptly on request (and in any even within 5 Business Days of such request);
		5. notify the IET of any In-Kind Support and/or Grant Funding (as applicable) that is no longer required by the Supported Organisation and/or has not been used and/or spent by the Supported Organisation at the end of the relevant FCD season for which the In-Kind Support and/or Grant Funding (as applicable) was granted, and promptly on request (and in any event within 10 Business Days of such request), return any such used items and/or unspent amount to the IET.
2. Obligations of the IET
	1. Where the Supported Organisation’s Application has been successful, the IET shall:
		1. in respect of In-Kind Support (where applicable):
			1. confirm by email the exact In-Kind Support to be provided to the Supported Organisation; and
			2. provide the In-Kind Support (as confirmed in accordance with clause 4.1.1(i) (Obligations of the IET)) to the Supported Organisation in a timely manner.
		2. in respect of Grant Funding (where applicable):
			1. confirm by email the exact amount of the Grant Funding awarded to the Supported Organisation and the season for which it has been granted;
			2. confirm by email the instalments in which the Grant Funding will be paid to the Supported Organisation and the corresponding invoice dates;
			3. subject to receipt of an invoice from the Supported Organisation in respect of the Grant Funding instalment, pay such instalment of the Grant Funding to the Supported Organisation in a timely manner to the bank account nominated by the Supported Organisation.

The email referred to in clauses 4.1.1(i), 4.1.2(i) and 4.1.2(ii) (Obligations of the IET) is defined as the “**Communication**”.

1. Intellectual property
	1. The IET and its licensors shall retain ownership of all Intellectual Property Rights in the In-Kind Support, and the Supported Organisation shall not do any act or omit to do any act which affects such ownership.
2. Confidentiality
	1. Each party undertakes that it shall not disclose to any person any Confidential Information of the other party, except as permitted by this clause 6 (Confidentiality).
	2. Each party may, only to such extent as is necessary, disclose the other party's Confidential Information:
		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 the 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 6 (Confidentiality); and
		2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
	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 the Agreement.
	4. The provisions of this clause 6 (Confidentiality) shall survive for a period of two years from termination in accordance with clause 11 (Termination).
3. Publicity
	1. 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.
4. Data Protection
	1. The parties will comply with all applicable data protection legislation in the performance of their obligations under the Agreement.
5. Warranties
	1. The Supported Organisation warrants that:
		1. at the time of submitting the Application, there is a valid Delivery Partner Agreement in place;
		2. it has all requisite power and authority to: i) submit the Application; and ii) accept these Terms and Conditions;
		3. it will perform its obligations under the Agreement in accordance with good industry practice and all applicable laws.
6. Limitation of liability
	1. References to ‘liability’ or ‘liable’ in this clause 10 (Limitation of liability) include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
	2. **Prohibited limitations or exclusions**. Nothing in the 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.
	3. **Heads of loss.** 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 the Agreement.
	4. **IET’s general liability cap.** Subject to clauses 10.2 (Prohibited limitations or exclusions and 10.3 (Heads of loss), the IET’s total aggregate liability to the Supported Organisation under or in connection with the Agreement shall not exceed £100.
7. Termination
	1. The Agreement shall commence upon the IET issuing the Communication and shall end automatically upon conclusion of the FCD season for which the In-Kind Support and/or Grant Funding (was applicable) was awarded (the “**Term**”).
	2. Without affecting any other right or remedy available to it, either party may terminate the Agreement on giving not less than one (1) month’s written notice to the other party.
	3. Without affecting any other right or remedy available to it, the IET may terminate the Agreement with immediate effect if:
		1. the Delivery Partner Agreement is terminated for any reason; or
		2. the Supported Organisation is in breach of its obligations under clause 3 (Obligations of the Supported Organisation); or
		3. there is, in the IET’s reasonable opinion, a significant change of circumstances, such that the purpose for which the In-Kind Support and/or Grant Funding (as applicable) was provided will no longer be fulfilled; or
		4. the IET has reasonable grounds to believe that the Supported Organisation or any of its employees, officers, agents or representatives completed its Application for the In-Kind Support and/or Grant Funding (as applicable) dishonestly or significantly incorrectly or misleadingly or has acted or is acting at any time dishonestly or negligently or in any way, directly or indirectly, to the detriment of the IET, the IET’s reputation and/or the FCD; or
		5. the Supported Organisation becomes legally ineligible to receive and/or hold the In-Kind Support and/or Grant Funding (as applicable); or
		6. the IET is unable, for whatever reason, to provide the In-Kind Support and/or Grant Funding (as applicable).
	4. Without prejudice to clauses 11.1, 11.2 and 11.3 (Termination) and without affecting any other right or remedy available to it, either party may terminate the Agreement immediately by giving written notice to the other party if:
		1. 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 20 Business Days after being notified in writing to do so; or
		2. 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
		3. 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
		4. the other party ceases, or threatens to cease, to carry on business.
	5. Upon termination of the Agreement by either party in accordance with this clause 11 (Termination):
		1. the IET’s obligations shall cease.
		2. the Supported Organisation shall, at the IET’s request, promptly return to the IET any In-Kind Support that has not been used by the Supported Organisation as at the date of termination.
		3. the Supported Organisation shall, at the IET’s request, promptly return to the IET any Grant Funding that:
			1. has not been spent by the Supported Organisation as at the date of termination; and/or
			2. has been spent by the Supported Organisation not in accordance with the terms of the Agreement.
	6. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect after termination.
8. Notices
	1. Notice given under the Agreement shall be in writing, sent for the attention of, and addressed to:
		1. in the case of the IET: Head of Education and Safeguarding, The IET, Futures Place, Stevenage, Hertfordshire, SG1 2UA or legalandcontracts@theiet.org, and
		2. in the case of the Supported Organisation: to the postal address or email address given in its Application,

(or as otherwise notified by the receiving party in writing) and shall be delivered:

* + 1. personally, in which case the notice will be deemed to have been received at the time of delivery;
		2. by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient’s address for notices after the date of posting;
		3. by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient’s address for notices after the date of posting; or
		4. by email to the relevant email address 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.
	1. For the purposes of clause 12.1.6, “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 any day other than a Saturday, Sunday or public holiday in the United Kingdom.
	2. To prove service of notice under clauses 12.1.3 to 12.1.5 (Notice), it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
1. General
	1. **Assignment.** 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 the Agreement.
	2. **No partnership or agency.** Nothing in the 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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
	3. **Third party rights.** Unless expressly stated otherwise, the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.
	4. **Entire agreement.** 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.
	5. **Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
	6. **Waiver.** 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. 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.
	7. **Severance.** 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 13.7 (Severance) shall not affect the validity and enforceability of the rest of the Agreement.
	8. **Governing law and jurisdiction.** The 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, and 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.