

IET ACADEMIC PARTNERSHIP SCHEME (CHINA) STANDARD TERMS & CONDITIONS

1 Interpretation

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

“**Academic Partnership Scheme**” means the scheme run by the IET for academic institutions who provide engineering and technology education, enabling them to become account managed and proactively engaged with the IET.

“**Academic Partnership Form**” means the academic partnership form which has been provided by the IET to the Partner, signed by the Partner and returned to the IET as a request by the Partner to become a member of the Academic Partnership Scheme in accordance with the terms of the Agreement.

“**Agreement**” means this agreement between the IET and the Partner in respect of the IET Academic Partnership Scheme, which comprises the components listed in clause 2 (Composition of the Agreement).

“**Aligned Members**” has the meaning given to it in the Academic Partnership Form.

“**Annual Activity Plan**” means the written plan setting out the annual activities to be performed by the parties and the delivery dates, as agreed between the parties (acting reasonably).

“**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.

“**Central Payment Scheme**” has the meaning set out in clause 7 (Central Payment Scheme).

“**Commencement Date**” means the date on which the IET countersigns the Academic Partnership Form.

“**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 Partner (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 Partner, the Confidential Information shall include the Partner Materials.

“**Course(s)**” has the meaning given to it in the Academic Partnership Form.

“**CPS Renewal Date**” has the meaning given to it in clause 7.5 (Central Payment Scheme).

“**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) The PRC Personal Information Protection Law (“**PIPL**”); the PRC Cybersecurity Law (“**CSL**”); and the PRC Data Security Law (“**DSL**”),

along with the guidance and codes of practice issued by:

- (a) the UK’s Information Commissioner (“**ICO**”);
- (b) the Cyberspace Administration of China (“**CAC**”); or
- (c) any other relevant regulatory authority (as applicable to a party).

“**Date of Activation**” means the date from which the Membership Period will start, being:

- (a) for new members, the date on which the IET has received payment of the Membership Fees, approved the Membership Application Form and allocated the Membership Category.
- (b) for existing members, the anniversary of the date set out in (a) above. In this instance, the Date of Activation is when the renewal Membership Fees become due and payable.

“**Eligibility Criteria**” means the criteria to be met by the Partner as described in the Academic Partnership Form.

“**Good Industry Practice**” means standards, practices, methods and procedures conforming to Applicable Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would be expected from a leading organisation or company within the relevant industry or business sector and in accordance with any relevant industry codes of practice.

“**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.

“**IET Academic Accreditation**” means accreditation by the IET of one or more degrees offered by the University.

“**IET Branding**” means the trade marks, trade names or logos, in all cases, whether registered or unregistered, of the IET, but excluding the IET Logo.

“**IET Materials**” means all documents, information, data, items and materials in any form (whether owned by the IET or a third party) not developed specifically for the Partner which may be provided by the IET to the Partner in connection with this Agreement.

“**IET Membership Rules**” means the IET’s Royal Charter, Bye-laws, Regulations (including the Conduct Regulations (also known as the “Rules of Conduct”), the Membership Terms and Conditions and the Disciplinary Regulations) and all other relevant regulations approved by the IET Board of Trustees from time to time. A copy of the IET Membership Rules is available on the IET’s website.

“**IET Responsibilities**” means those obligations to be performed by the IET pursuant to the Agreement, as described in Schedule 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.

“Membership” or **“Membership Categories”** has the meaning given to it in the Academic Partnership Form.

“Membership Application Form” means the applicable membership application form (as updated from time to time) for completion by the Partner’s employees and/or students (as applicable) when applying for the relevant Membership.

“Membership Fees” means the annual membership fees payable to become and remain a member of the IET, which can be found at www.theiet.org/membership/types/fees/ and which may be revised by the IET annually. Where a member has been awarded Professional Registration, the Membership Fees also include the annual fees payable to the Engineering Council, as set by the Engineering Council from time to time. Where a member has been awarded Chartered Manager, the Membership Fees also include the annual fees payable to the Chartered Management Institute, as set by the Chartered Management Institute from time to time.

“Membership Period” has the meaning given to it in the Academic Partnership Form.

“Partner Materials” means all documents, information, data, items and materials in any form (whether owned by the Partner or a third party), which are provided by the Partner to the IET in connection with the terms of this Agreement.

“Partner Responsibilities” means those responsibilities of the Partner as described in Schedule 1.

“Partnership Benefits” means the benefits of the Academic Partnership Scheme which can be found at www.theiet.org/involved/partnerships/.

“PRC” means the People’s Republic of China.

“Professional Registration” means the internationally recognised standard awarded to engineers and technicians that demonstrate their knowledge, competence and commitment in the following categories Chartered Engineer, Engineering Technician, Incorporated Engineer, and Information and Communications Technologies Technician.

“Recruitment Period” has the meaning given to it in clause 8.3 (Student Package Scheme).

“Student Package Fee” means the annual non-refundable fee for the Student Package Scheme calculated by the Student Total multiplied by the applicable Student Membership Fee.

“Student Total” has the meaning given to it in clause 8.2 (Student Package Scheme).

“Term” has the meaning given to it in the Academic Partnership Form.

“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 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 A reference to writing or written includes email but excludes fax.
- 1.11 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.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of these Conditions and references to paragraphs are to paragraphs of the relevant Schedule.

2 Composition of the Agreement

- 2.1 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:
- 2.1.1 the Academic Partnership Form and any appendices to it (as accepted in writing by the IET);
- 2.1.2 the Conditions; and
- 2.1.3 any Schedules to these Conditions.

3 Formation, Commencement and Duration

- 3.1 The Academic Partnership Form constitutes a request by the Partner become a member of the Academic Partnership Scheme subject to and in accordance with these Conditions.
- 3.2 The Academic Partnership Form shall only be deemed to be accepted when the IET confirms its acceptance by returning to the Partner a copy of the Academic Partnership Form that is countersigned by the IET.
- 3.3 This Agreement shall come into force on the Commencement Date and shall continue in full force and effect for the Term.



4 IET's Responsibilities and Rights

- 4.1 The IET shall:
- 4.1.1 perform the IET Responsibilities in accordance with Good Industry Practice and Applicable Law, and in a timely manner;
 - 4.1.2 provide such necessary information in respect of the Academic Partnership Scheme as the Partner may reasonably request; and
 - 4.1.3 not do or omit to do anything which may cause the Partner to be in breach of any Applicable Law.
- 4.2 The IET shall have the right to change the Partnership Benefits from time to time by providing 1 month's written notice to the Partner.

5 Partner's Eligibility and Responsibilities

- 5.1 The Partner acknowledges and agrees that it shall comply with the Eligibility Criteria and the Partner Responsibilities for the full duration of the Term, and in doing so, the Partner shall:
- 5.1.1 perform the Partner Responsibilities in accordance with Good Industry Practice and Applicable Law, and in a timely manner;
 - 5.1.2 co-operate with the IET in all reasonable matters relating to the Academic Partnership Scheme;
 - 5.1.3 not do or omit to do anything which may cause the IET to be in breach of any Applicable Law; and
 - 5.1.4 notify the IET in writing as soon as reasonably practicable upon the occurrence of a change of control of the Partner.

6 Membership

- 6.1 The Membership Application Form must not be submitted unless the individual applicant agrees to accept and abide by the IET Membership Rules.
- 6.2 The IET shall review the completed Membership Application Forms and shall confirm directly to the applicant whether Membership has been granted, and if so, the relevant Membership Category to which they have been allocated.
- 6.3 Memberships are personal to the individual applicant and cannot be transferred to another person.
- 6.4 The IET reserves its right, in its sole discretion, to: i) reject any Membership Application Forms which are deemed unsuitable; and ii) allocate the Membership Category as it deems appropriate to the applicant.
- 6.5 Once granted, Memberships are valid for the relevant Membership Period and, upon expiry of the relevant Membership Period, must be renewed by payment of the Membership Fees for the individual to remain a member of the IET and (where applicable) their Professional Registration.

7 Central Payment Scheme

- 7.1 The Central Payment Scheme is the mechanism by which the Partner can pay for all Aligned Employee Members' Membership Fees in one bulk payment each year.

- 7.2 Shortly after the Commencement Date, the IET shall provide the Partner with a website link which the Partner shall distribute to its (relevant) employees. The employees and shall be asked to confirm whether or not they are an existing member of the IET. If yes, the individual shall be asked to confirm their Membership details so that they can be captured under the Central Payment Scheme; if no, the individual will be asked to complete an online Membership Application Form. The output will be sent directly to the IET.
- 7.3 Each year (in a timely manner prior to the billing date), the IET shall confirm to the Partner:
- 7.3.1 the names and total number of new Aligned Employee Members as approved by the IET under a particular recruitment round.
 - 7.3.2 the names and total number of existing Aligned Employee Members whose Membership Period is due for renewal.
- 7.4 The Partner must check the names provided to ensure that the individuals are an existing employee of the Partner (as applicable). The Partner is responsible for confirming to the IET:
- 7.4.1 the names and numbers of individuals who are new Aligned Employee Members.
 - 7.4.2 the names and numbers of individuals who are existing Aligned Employee Members and whose Membership is to be renewed.
 - 7.4.3 the names of individuals who have left the Partner's employment and therefore no longer Aligned Employee Members and should be removed from the Central Payment Scheme. (In this instance, the IET shall bill the individual (or their new employer) for the Membership Fees due).
- The total of clauses 7.4.1 and 7.4.2 (Central Payment Scheme) will be the number of Memberships for which the IET will invoice the Partner for the relevant Membership Fees for the forthcoming year.
- 7.5 To facilitate the operation of the Central Payment Scheme, all Aligned Employee Members must renew their Membership on the same date (the "**CPS Renewal Date**"). This means that the Date of Activation may need to be changed for the Aligned Employee Members. Where this is necessary, as a one off and providing the Aligned Employee Members concerned have not been awarded Professional Registration, the IET will extend the relevant Membership Period (without further payment). Where the Aligned Employee Members have been awarded Professional Registration, this will be managed on a case-by case basis (due to Engineering Council requirements) and the IET will liaise with the Partner accordingly.
- 7.6 Where an employee becomes an Aligned Employee Member part-way through a yearly billing cycle, they too will need to align their Date of Activation with the CPS Renewal Date. The process set out in clause 7.5 (Central Payment Scheme) will be followed in this scenario.

8 Student Package Scheme

- 8.1 The Student Package Scheme is the bulk purchase of Membership for students enrolled on the Courses.
- 8.2 During the Term, at the start of each academic year, the Partner will confirm to the IET the number of students enrolled upon the each of the Courses (the "**Student Total**") for that academic year.
- 8.3 Once payment of the Student Package Fee has been received by the IET, the IET shall provide the Partner with a website link which the Partner shall distribute to the students enrolled on the Course(s) for that academic year. This website link will contain a link to the Membership

Application Form, and will be live for a period of six weeks from the date it is shared with the Partner ("**Recruitment Period**").

- 8.4 Students must complete and submit the Membership Application Form during the Recruitment Period if they want to join the IET's Membership as a Student member. The output will be sent directly to the IET.
- 8.5 After the Recruitment Period has expired, the IET will send to the Partner the names of the students who have submitted a Membership Application Form for the Partner to cross-check that those students are actually registered on the Course(s). The Partner must confirm the names of the students, and once confirmation is received, the IET will start to process the applications for those students duly registered.
- 8.6 If the student misses the Recruitment Period, it does not prohibit them from joining as the IET's Membership as a Student member under the Student Package Scheme providing they are still studying on the relevant Course, but their Membership Application Form may not be processed immediately.
- 8.7 It is acknowledged and agreed that none of the students enrolled on the Course(s) are obliged to join the IET's Membership – that is entirely at their discretion.
- 8.8 In the event that fewer students than the Student Total join the IET's Membership each academic year, there will be no pro-rated refund of the Student Package Fee.
- 8.9 The Student Package Fee does not incorporate the fee that must be paid to maintain IET Academic Accreditation.

9 Payment – Central Payment Scheme

- 9.1 The Partner shall pay the Membership Fees in accordance with one of the payment methods set out in clauses 9.1.1 and 9.1.2 (Payment – Central Payment Scheme) and as indicated in the Academic Partnership Form (at 'Payment Method'):
 - 9.1.1 the Partner shall pay the Membership Fees by issuing a purchase order to the IET in accordance with clauses 9.2 to 9.4 (Payment – Central Payment Scheme); or
 - 9.1.2 the Partner shall pay the Membership Fees by way of a credit card or bank transfer in accordance with clause 9.5 (Payment – Central Payment Scheme).
- 9.2 If the Partner chooses to pay the Membership Fees in accordance with clause 9.1.1 (Payment – Central Payment Scheme), the Partner shall issue a purchase order to the IET promptly after the Commencement Date (and shall confirm the relevant purchase order number in the Academic Partnership Form) for an amount equal to the maximum number of the Partner's employees that the Partner anticipates becoming Aligned Employee Members. For the avoidance of doubt, any terms attached the Partner's purchase order shall not apply to this Agreement.
- 9.3 Following confirmation of the total number of Aligned Employee Members pursuant to clause 7.4 (Central Payment Scheme), the IET shall submit a valid VAT (if applicable) invoice to the Partner in Pounds Sterling (GBP) for the amount of the Membership Fees due.
- 9.4 In the event that the value of the purchase order provided by the Partner pursuant to clause 9.2 (Payment – Central Payment Scheme) is less than the total amount of Membership Fees payable by the Partner in respect of the actual Aligned Employee Members, within 5 Working Days from the IET confirming the balance of Membership Fees payable by the Partner pursuant to this clause 9.4 ("**Balance**"), the Partner shall issue a new purchase order to the IET for the



full amount of the Balance and the provisions set out in clause 11.1 (Payment – General) shall apply.

- 9.5 If the Partner chooses to pay the Membership Fees in accordance with clause 9.1.2 (Payment – Central Payment Scheme), following confirmation of the total number of Aligned Employee Members pursuant to clause 6.1 (Central Payment Scheme), the IET shall submit a valid VAT (if applicable) invoice to the Partner in Pounds Sterling (GBP) for the amount of the Membership Fees due.
- 9.6 The Membership Fees are exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Partner following delivery of a valid VAT invoice.

10 Payment – Student Package Scheme

- 10.1 The Partner shall pay the Student Package Fee in accordance with one of the payment methods set out in clauses 10.1.1 and 10.1.2 (Payment – Student Package Scheme) and as indicated in the Academic Partnership Form (at ‘Payment Method’):
- 10.1.1 the Partner shall pay the Student Package Fee by issuing a purchase order to the IET in accordance with clause 10.2 (Payment – Student Package Scheme); or
- 10.1.2 the Partner shall pay the Membership Fees by way of a credit card or bank transfer in accordance with clause 10.39.5 (Payment – Student Package Scheme).
- 10.2 If the Partner chooses to pay the Student Package Fee in accordance with clause 10.1.1 (Payment – Student Package Scheme), promptly after confirmation of the Student Total pursuant to clause 8.2 (Student Package Scheme), the Partner shall issue a purchase order to the IET for the amount of the Student Package Fee. For the avoidance of doubt, any terms attached the Partner’s purchase order shall not apply to this Agreement. The IET shall submit a valid VAT (if applicable) invoice to the Partner in Pounds Sterling (GBP) for the amount of the Student Package Fee due.
- 10.3 If the Partner chooses to pay the Student Package Fee in accordance with clause 10.1.2 (Payment – Student Package Scheme), following confirmation of the Student Total pursuant to clause 8.2 (Student Package Scheme), the IET shall submit a valid VAT (if applicable) invoice to the Partner in Pounds Sterling (GBP) for the amount Student Package Fee.
- 10.4 The Student Package Fee is exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Partner following delivery of a valid VAT invoice.

11 Payment – General

- 11.1 Each undisputed invoice submitted by the IET to the Partner under this Agreement is due and payable by the Partner:
- 11.1.1 in full and cleared funds;
- 11.1.2 in Pounds Sterling (GBP); and
- 11.1.3 within 30 days from receipt by the Partner of the relevant invoice,
- and the IET shall not be under any obligation to perform its obligations under this Agreement until such time as the Partner has made the relevant payments in accordance with this clause 11 (Payment – General).
- 11.2 If the Partner receives an invoice which it reasonably believes includes a sum which is not valid and properly due:



- 11.2.1 the Partner shall notify the IET in writing within 14 days of receipt of invoice;
 - 11.2.2 the Partner's failure to pay the disputed amount shall not be deemed to be a breach of this Agreement, provided the Partner has given the notice required at clause 11.2.1 (Payment – General);
 - 11.2.3 the Partner shall pay the balance of the invoice which is not in dispute by the relevant due date; and
 - 11.2.4 once the dispute has been resolved, where either party is required to make a balancing payment, it shall do so within 30 Working Days and, where the IET is required to issue a credit note, it shall do so within 30 Working Days.
- 11.3 All payments by the Partner pursuant to the terms of this Agreement are final and subject to the provisions of clause 11.2 (Payment – General), the IET shall not issue any refunds to the Partner.
- 11.4 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11.5 Without prejudice to any other right or remedy that it may have, if the Partner fails to pay to the IET any undisputed 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%.

12 Intellectual property

12.1 In relation to the IET Logo and IET Materials:

- 12.1.1 the IET and its licensors shall retain ownership of all Intellectual Property Rights in the IET Logo and IET Materials;
- 12.1.2 the IET grants to the Partner a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use the IET Logo on its marketing collateral for the Term of this Agreement for the sole purpose of advertising that it is a member of the Academic Partnership Scheme;
- 12.1.3 the IET grants to the Partner a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and use the IET Materials for the Term of this Agreement for the sole purpose of complying with its Partner Responsibilities,

and the IET warrants that the Partner's use of the IET Logo and IET Materials in accordance with the licence granted under this clause 12.1 (Intellectual property) shall not infringe the rights, including any Intellectual Property Rights, of any third party.

12.2 In relation to the Partner Logo and Partner Materials:

- 12.2.1 the Partner and its licensors shall retain ownership of all Intellectual Property Rights in the Partner Logo and Partner Materials;
- 12.2.2 the Partner grants to the IET a fully paid-up, non-exclusive, royalty-free, non-transferable licence to display the Partner's Logo on the IET's website and marketing collateral related to the Academic Partnership Scheme for the Term of this Agreement;



12.2.3 the Partner grants to the IET a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, modify and use the Partner Materials for the Term of this Agreement for the sole purpose of complying with the IET Responsibilities,

and the Partner warrants that the IET's use of the Partner Logo and Partner Materials in accordance with the licence granted under this clause 12.2 (Intellectual property) shall not infringe the rights, including any Intellectual Property Rights, of any third party.

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

13 Confidentiality

13.1 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 13.2 (Confidentiality).

13.2 Each party may disclose the other party's Confidential Information:

13.2.1 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 13 (Confidentiality); and

13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 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.

14 Publicity

14.1 Save as set out in this Agreement, 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.

15 Data protection

15.1 The parties will comply with all applicable Data Protection Legislation in the performance of their obligations under this Agreement.

15.2 Without limiting the generality of clause 15.1 (Data protection), the parties will comply with the provisions of Schedule 2 (Data Protection) as applicable.

16 Limitation of liability

16.1 References to 'liability' or 'liable' in this clause 16 (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.

- 16.2 **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;
- 16.3 **Heads of loss.** Subject to clause 16.2 (Prohibited limitations and exclusions), 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.
- 16.4 **IET's enhanced liability cap.** Subject to clauses 16.2 (Prohibited limitations or exclusions) and 16.3 (Heads of loss), the IET's total aggregate liability to the Partner under or in connection with the indemnity at paragraph 2.5.5 of Schedule 2 (Data Protection) at shall not exceed the amount set out in the Academic Partnership Form.
- 16.5 **Partner's enhanced liability cap.** Subject to clauses 16.2 (Prohibited limitations or exclusions) and 16.3 (Heads of loss), the Partner's total aggregate liability to the IET under or in connection with the indemnity at paragraph 2.5.5 of Schedule 2 (Data Protection) at shall not exceed the amount set out in the Academic Partnership Form.
- 16.6 **IET's general liability cap.** Subject to clauses 16.2 (Prohibited limitations or exclusions), 16.3 (Heads of loss) and 16.4 (IET's enhanced liability cap), the IET's total aggregate liability to the Partner under or in connection with the Agreement shall not exceed the amount set out in the Academic Partnership Form.
- 16.7 **Partner's general liability cap.** Subject to clauses 16.2 (Prohibited limitations or exclusions), 16.3 (Heads of loss) and 16.5 (Partner's enhanced liability cap), the Partner's total aggregate liability to the IET under or in connection with the Agreement shall not exceed the amount set out in the Academic Partnership Form.

17 Termination

- 17.1 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:
- 17.1.1 the Annual Activity Plan cannot be agreed between the parties within the timeframe specified in Schedule 1; or
 - 17.1.2 the other party persistently (being three or more times) fails to comply with their obligations set out in the Annual Activity Plan, having been notified of the failure and asked to remedy it; or
 - 17.1.3 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
 - 17.1.4 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
 - 17.1.5 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

- 17.1.6 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
- 17.1.7 the other party ceases, or threatens to cease, to carry on business.
- 17.2 Without affecting any other right or remedy available to it, if the Partner fails to meet any of the Eligibility Criteria at any time and fails to remedy that within a period of 30 days after being notified by the IET in writing to do so, the IET may terminate the Agreement by giving 1 months' written notice to the Partner.
- 17.3 Without affecting any other right or remedy available to it, each party may terminate this Agreement on giving not less than 3 months' written notice to the other party.

18 Consequence of termination

- 18.1 On termination (for any reason) or expiry of this Agreement:
- 18.1.1 the IET will cease to provide the Partnership Benefits to the Partner and will remove the Partner Logo from its website and marketing collateral.
- 18.1.2 the Partner will cease to hold itself out as being a member of the Academic Partnership Scheme and will remove the IET Logo from its marketing collateral.
- 18.1.3 the Partner will inform the Aligned Employee Members that it will be their own responsibility to renew and pay the applicable Membership Fees if they wish to continue benefitting from their Membership;
- 18.1.4 where the IET has terminated the Agreement in accordance with clause 17.1.3 (Termination), the IET will invoice the Aligned Employee Members directly for their relevant outstanding Membership Fees, and in the event that those individuals fail to make the necessary payment, the IET will terminate their Membership at the end of the relevant Membership Period;
- 18.1.5 each party shall, within a reasonable time, 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 any Personal Data) in its possession or control (unless otherwise agreed between the parties and/or required by Applicable Law);
- 18.1.6 termination or expiry of this Agreement shall not affect the status of the existing and valid Aligned Members which shall continue to subsist until the expiry of their Membership Period (unless renewed by the individuals themselves).
- 18.1.7 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect; and
- 18.1.8 the accrued rights and liabilities of the parties as at termination shall not be affected.

19 Compliance with applicable laws

19.1 The parties shall:

- 19.1.1 comply with all applicable laws 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;
- 19.1.2 not 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;
- 19.1.3 not engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023;
- 19.1.4 comply with all applicable anti-slavery and human trafficking laws and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and shall ensure that it does not discriminate within the meaning of applicable laws relating to diversity, equality, non-discrimination and human rights; and
- 19.1.5 perform its obligations under this Agreement in an environmentally conscious manner and reduce, to the fullest extent possible, the emissions of GHGs that arise as a consequence of the performance of this Agreement.

20 Assignment and other dealings

- 20.1 Subject to clause 20.2 (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.
- 20.2 The IET may, upon written notice to the Partner, 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.

21 Entire agreement

- 21.1 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.
- 21.2 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.

22 Variation

- 22.1 The parties may, from time to time, update the Courses as recorded on the Academic Partnership Form, provided any agreed changes are documented in writing (and for this purpose email exchange will suffice).

22.2 The IET has the right to change and/or modify these Conditions (or any part of the same) from time to time and shall notify the Partner of such changes and/or modifications. The Partner may terminate this Agreement within 30 days of such notice. If the Partner does not so terminate, the Partner shall be deemed to accept such changes and/or modifications.

22.3 Subject to clause 22.1 and 22.1 (Variation), no variation of the Agreement shall be effective unless it is in writing and signed by parties (or their authorised representatives).

23 Waiver

23.1 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.

23.2 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.

24 Severance

24.1 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 24 (Severance) shall not affect the validity and enforceability of the rest of the Agreement.

25 Notices

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

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

25.1.2 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;

25.1.3 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

25.1.4 by email to the relevant email address specified in the Academic Partnership Form (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.



25.2 For the purposes clause 25.1.4 (Notice), “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).

25.3 To prove service of notice under clauses 25.1.1 (Notice) to 25.1.3 (Notice) above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

26 No Partnership or Agency

26.1 Notwithstanding the references to “Partner”, “Academic Partnership Scheme”, “Academic Partnership Form” or “Partnership Benefits” in this Agreement, 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.

26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27 Third party rights

27.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any term of the Agreement.

28 Governing law

28.1 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.

29 Jurisdiction

29.1 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.

30 Language

30.1 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: Academic Partners

The IET's Responsibilities and the Partner's Responsibilities

- 1 The IET shall:
 - 1.1 perform the IET's obligations as set out in the Annual Activity Plan.
 - 1.2 appoint the IET's Account Manager to:
 - 1.2.1 work with the Partner's Representative to agree (both parties acting reasonably) and document the Annual Activity Plan:
 - (i) within 3 months of the Commencement Date;
 - (ii) and thereafter within 3 months of each anniversary of the Commencement Date.
 - 1.2.2 liaise with the IET's Account Manager regarding matters relating to the Academic Partnership Scheme.
 - 1.2.3 discuss with and showcase to the Partner's Representative such of the IET's products and services and other opportunities that might be of interest and/or relevance to the Partner and/or its employees and/or students.
 - 1.3 provide, from time to time, workshops to the Partner's employees and students in relation to Memberships and (for staff only) Professional Registration, at a time and location mutually agreed in writing between the IET and the Partner.
 - 1.4 add the Partner to the list of IET's existing Academic Partners at the relevant designated place on the IET's website.
- 2 The Partner shall:
 - 2.1 comply with and perform the Partner's obligations as set out in the Annual Activity Plan.
 - 2.2 appoint a Partner's Representative to be referred to as the "IET Champion" who shall be the designated point of contact for Aligned Members and those employees and students interested in becoming Aligned Members.
 - 2.3 procure that the appointed Partner's Representative:
 - 2.3.1 works with the IET's Account Manager to agree (both parties acting reasonably) and document the Annual Activity Plan:
 - (i) within 3 months of the Commencement Date;
 - (ii) and thereafter within 3 months of each anniversary of the Commencement Date.
 - 2.3.2 liaises with the IET's Account Manager regarding matters relating to the Academic Partnership Scheme.
 - 2.3.3 attends an annual account review meeting with the IET's Account Manager, at such time and location as specified by the IET (acting

reasonably), at which the Partner's compliance with the Annual Activity Plan will be reviewed.

2.3.4 promotes the Memberships to its employees and students and facilitates communication between such employees and students and the IET.

2.3.5 arranges and advertises workshops for the Aligned Employee Members to support them with their professional development and to create a development plan for them.

2.4 be committed to professional development by providing suitable opportunities and supporting the Professional Registration of its Aligned Employee Members.

Schedule 2

Data Protection

1 Definitions

1.1 For the purposes of this Schedule 2 (Data Protection), the following definitions apply:

“Appendix 1” means the Appendix 1 to the Academic Partnership Form which sets out the details of the Processing;

“Appendix 2” means the International Data Transfer Agreement appended to the Academic Partnership Form, which sets out the appropriate safeguards for transfers of Personal Data to a Third Country.

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

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

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

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

“Processor” has the same meaning as defined in the UK 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; and

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

2 Independent Controllers

2.1 The parties acknowledge and agree that for the purpose of the Data Protection Legislation, the IET and the Partner are each independent Controllers of any Shared Personal Data that is Processed in connection with this Agreement. 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 shared and processed in connection with this Agreement, as well as details of transfer to Third Countries, are set out in Appendix 1.

2.2 The parties acknowledge and agree to enter into an International Data Transfer Agreement, as set out in Appendix 2, as the appropriate safeguard for transfers of Personal Data from the UK to a Third Country.

- 2.3 Without prejudice to the generality of clause 15.1 (Data protection) of the Conditions, 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 UK GDPR in relation to any Processing of Personal Data in connection with this Agreement and the data sharing to which this paragraph 2 applies.
- 2.4 Unless a separate data sharing agreement is entered into between the parties which covers the sharing of Personal Data made between the parties for the purpose of this Agreement (the terms of such data sharing agreement shall prevail over this paragraph 2), the provisions of paragraph 2.5 shall apply.
- 2.5 Each party shall:
- 2.5.1 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
- 2.5.2 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;
- 2.5.3 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;
 - (iv) not make a transfer of Shared Personal Data to a Third Country unless such transfer complies with the provisions of the Data Protection Legislation (in the event that the third party is also a Joint Controller), and either:
 - (A) is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or
 - (B) there are appropriate safeguards or binding corporate rules in place pursuant to the Data Protection Legislation; or
 - (C) 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

(D) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

- 2.5.4 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.
- 2.5.5 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 2.

