



WORLD RUGBY FUNDING AGREEMENT TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 In order to submit an application for funding to World Rugby Limited (the "**Company**") each individual or organisation ("**Applicant**") is required to accept the funding terms and conditions set out below (the "**Terms**").
- 1.2 References to the "parties" under these Terms are references to Company and the Applicant (as applicable).

2. AWARD OF FUNDING AND PAYMENT

- 2.1 From time to time the Company will release a call for high level project overviews from Applicants for the provision of funding for projects.
- 2.2 Following receipt of high level project overviews from Applicants, the Company shall notify shortlisted Applicants who will be required to submit a detailed research proposal to the Company and a signed copy of these Terms. The decision to award funding is made in reliance on the details of the detailed research proposal as submitted by the Applicant (the "**Initial Project Submission**").
- 2.3 Following review of the Initial Project Submissions by the Company, successful Applicants will receive an offer letter from the Company (the "**Offer Letter**") within a reasonable time period following receipt by the Company of the Applicant's Initial Project Submission. It is acknowledged by the Applicant that the Company's decision to issue an Offer Letter is entirely discretionary.
- 2.4 The funding amount and instalments payable to a successful Applicant will be detailed in the Offer Letter (the "**Grant**") and shall be inclusive of VAT, GST or similar and/or any other taxes. The Offer Letter will incorporate these Terms by reference and will also set out:
- 2.4.1 the term of the Funding Agreement (as defined under Clause 2.6 below);
 - 2.4.2 any conditions for payment of the whole and/or any instalment of the Grant such as, without limitation, successful completion of the whole and/or any part of the Project to the reasonable satisfaction of the Company; and
 - 2.4.3 the Initial Project submission incorporating any mutually agreed changes (the "**Project Submission**")
- 2.5 The Applicant must sign and return the Offer Letter to the Company within the timescale stated in the Offer Letter. If the Applicant fails to sign and return the Offer Letter within the stipulated time period, the Offer Letter shall automatically expire and be withdrawn by the Company.
- 2.6 A "**Funding Agreement**" shall come into force on the date that the Company receives the signed Offer Letter from the Applicant in accordance with Clause 2.5 and shall comprise the following documents (to the exclusion of any other terms):-
- 2.6.1 these Terms;
 - 2.6.2 the Offer Letter; and
 - 2.6.3 the Project Submission.



- 2.7 Any references to "**Project**" under these Terms are to the relevant project as set out in the Project Submission.
- 2.8 Upon successful completion of the requirements to receive payment of the Grant, and/or any instalment of the Grant, the Applicant shall confirm the same in writing to the Company together with such information as the Company reasonably requests in order to evidence such successful completion. Provided that the Company, acting reasonably, agrees that the relevant requirements have been achieved, the Applicant shall be entitled to raise an invoice for the agreed amount.
- 2.9 All agreed invoices should be raised to World Rugby Limited and sent to accountspayable@worldrugby.org or such other address as may be stipulated by the Company from time to time.
- 2.10 The Applicant must submit its agreed invoices to the Company on or before the 15th day of the month in order for payment to be made at the relevant month end.
- 2.11 Any and all liabilities or expenses (including any applicable taxes) arising in connection with the application or arising in connection with or in the performance of the Project shall be the sole responsibility of the Applicant. The Company's contribution to the Project shall be limited to the amount of the Grant. In addition and for the avoidance of doubt, the Company shall be entitled to withhold tax on the payment of funding to the Applicant where it is legally obliged to do so.
3. **PURPOSE OF FUNDING**
- 3.1 The Applicant shall use the Grant exclusively for the Project and shall, unless otherwise agreed in writing by the Company, carry out the Project strictly in accordance with the Project Submission. Should the Applicant wish to change any part of the Project it shall obtain the prior written consent to do so from the Company, such consent not to be unreasonably withheld or delayed.
- 3.2 Where detailed in the Project Submission, the Applicant shall be permitted to appoint suitably qualified, skilled and experienced named personnel to carry out the Project (the "**Authorised Personnel**") and appoint or instruct named third parties as required to carry out any part of the Project ("**Subcontractors**").
- 3.3 The Applicant may, with the prior written consent of the Company, replace the Authorised Personnel or Subcontractors provided that any such Subcontractors or replacement(s) Authorised Personnel are suitably qualified, skilled and experienced to perform their obligations.
- 3.4 Notwithstanding the appointment of Authorised Personnel and/or Subcontractors in accordance with Clause 3.2 and 3.3 above, the Applicant:
- 3.4.1 shall continue to be bound by the Funding Agreement;
 - 3.4.2 shall procure that all Authorised Personnel and Subcontractors comply with the Funding Agreement; and
 - 3.4.3 acknowledges and accepts that any act or omission of Authorised Personnel and/or Subcontractors shall be deemed an act or omission of the Applicant.
- 3.5 The Applicant shall appoint the Principle Investigator as detailed in the Project Submission to liaise directly with the Company in respect of the progress of the Project and the Applicant's compliance with its obligations and responsibilities pursuant to the Funding Agreement;
4. **APPLICANT'S DUTIES**
- 4.1 The Applicant shall at all times during the term of the Funding Agreement:



- 4.1.1 faithfully and diligently perform its duties and exercise its powers as necessary in connection with the Project;
 - 4.1.2 keep detailed records of all activity undertaken by it and/or any third party and all costs and expenses incurred in relation to the Project and at the Company's request promptly make such records available for inspection and/or provide copies;
 - 4.1.3 refrain from making any statement, acting in any manner, omitting to take any action or authorising any person or entity to do anything, which, in the opinion of the Company, may be prejudicial to and/or may bring into disrepute the reputation, or prejudice the integrity or detract from the good name of the Company, Rugby World Cup Limited and/or any member thereof and/or any affiliate and/or associated company of them, any World Rugby or Rugby World Cup Tournament and/or the game of Rugby Union;
 - 4.1.4 refrain from entering into any agreements, contracts or arrangements with any third party which will or may, in the reasonable opinion of the Company, in any way limit or adversely affect the Project; and
 - 4.1.5 use its best endeavours to promote the interests of the Company, its affiliates or associated companies; and
 - 4.1.6 promptly disclose to the Company all Project Materials (as defined in Clause 5.1.2 below) developed during and/or arising from the Project.
- 4.2 The Applicant undertakes, warrants and represents that:
- 4.2.1 it has disclosed (and will continue to disclose) to the Company all facts, matters, circumstances and other information as would reasonably be likely to affect the decision of the Company to award the Grant to the Applicant and/or enter into the Funding Agreement with it;
 - 4.2.2 it has all necessary powers, authority and consents to enter into and fully perform its obligations in connection with the Project and will maintain the same throughout the term of the Funding Agreement;
 - 4.2.3 it shall not without the prior written approval of the Company copy, distribute or issue information and/or data to a third party relating to the Company or World Rugby (or any affiliate or associated company), or any material relating to the Project whether in eye or machine readable form;
 - 4.2.4 it shall not infringe the intellectual property rights of any third party in undertaking the Project;
 - 4.2.5 the use of the Results by the Company and/or any person to whom it discloses the Results shall not infringe the IPR (as defined below) of any third party;
 - 4.2.6 it shall comply with all legislation, codes of practice, standards, guidelines and regulations (including World Rugby Laws of the Game and World Rugby Regulations relating to the game of rugby) applicable to the performance of the Project and any deliverables connected with the Project, including (without limitation) in relation to health and safety, accident and injury prevention and medical practice requirements which may apply to employees or other personnel working on the Project; and
 - 4.2.7 it shall hold all licences (including software licences), consents and authorisations from time to time required for the performance of the Project in a legitimate and valid manner.



5. INTELLECTUAL PROPERTY RIGHTS AND PUBLICATION

5.1 The following terms shall have the given meanings:

5.1.1 "**IPR**" means any and all intellectual and industrial property rights subsisting in any and all jurisdictions throughout the world including but not limited to rights in respect of copyright, rights in the nature of, or analogous to, copyright (for example, neighbouring rights), trade marks and service marks, registered designs, unregistered design right, inventions, patents, know-how, confidential information and database rights in each case whether or not now existing, registered or registrable, and including (without limitation): any right to apply for the registration and all renewals; and/or extensions and/or revivals, of such rights.

5.1.2 "**Project Materials**" means any and all material including but not limited to documents, computer software, equipment, audio footage, audio-visual footage, diagrams, plans, charts, photographs, data, statistics, information and all other content or material owned or controlled by the parties or any of their associate companies, employees, agents, consultants or bodies which are used, created or developed in connection with the Project.

5.1.3 "**Results**" means all results, information, software, content and/or data arising from and/or created during the Project and the Project Materials in which the same are recorded.

5.1.4 "**Results IPR**" means all IPRs subsisting in the Results.

5.2 Each party's ownership of any and all IPR which exist before the commencement of the Project (the "**Pre-existing IPR** ") shall not be altered, transferred or assigned merely by virtue of its use by a party in the Project.

5.3 To the extent that the Applicant requires the use of any Pre-existing IPR of the Company to undertake the Project, such Pre-existing IPR shall be set out in the Project Submission and the Company hereby grants the Applicant a royalty-free, non-transferable, non-exclusive licence to use such Pre-existing IPR of the Company solely for the purposes of the conduct of the Project. Such licence shall commence on the commencement of the Grant Agreement and terminate on the earlier of the completion and delivery of the Project and the termination or expiry of the Grant Agreement.

5.4 To the extent that any Pre-existing IPR of the Applicant are included within the Results and/or required for the Company to publish and/or exploit the Results, the Applicant hereby grants to the Company a royalty-free, worldwide, irrevocable, perpetual, freely transferable, non-exclusive licence (with the right to sub-license) to use such Pre-existing IPR for the purpose of using, exploiting and otherwise dealing with the Results, utilising and relying on the Project, the development of the Company's strategies and policies, game playing issues and/or general development and/or related purposes, including teaching and further educational/academic research and publication.

5.5 All Results and Results IPR shall be owned by the Company from the date of their creation. The Applicant hereby assigns to the Company by way of present assignment of future rights all right, title and interest in and to the Results and the Results IPR. To the extent this provision is not an effective assignment to the Company of the Results and the Results IPR, the Applicant shall hold the same in a fiduciary capacity on trust for the Company and shall on request and at its own cost promptly assign to the Company all such right, title and interest in and to the Results and Results IPR.

5.6 The Company grants to the Applicant a non-exclusive, royalty-free, personal licence (with no right to sub-license or assign its rights) to use the Results for its own academic teaching and research purposes (which are not to be sponsored, funded and/or endorsed by any person or legal entity other than the Applicant and/or the Company) and, subject to obtaining the prior written approval of the Company pursuant to Clause 5.7, to make publications of the Results, provided in all circumstances such use and/or publication of the Results is for non-commercial purposes and the Applicant receives no payment in respect of the same.



- 5.7 The Applicant shall be entitled to publish and/or disclose to a third party the whole of the Results at any time following completion of the Project. The Applicant shall only be entitled to publish and/or disclose to a third party any part of the Results with the prior written approval of the Company. If the Company grants such approval, the Applicant shall only make the publication and/or disclosure in the form and for the purposes approved. Should the Applicant wish to make additional publications, it shall obtain the prior written approval of the Company before doing so.
- 5.8 The Company shall only be entitled to publish the whole and/or any part of the Results during the initial six (6) month period following completion of the Project ("**Initial Publication Period**") after the Applicant has published or disclosed the Results in accordance with 5.7 above; or if the Applicant has not yet published or disclosed the Results, with the prior written consent of the Applicant, such consent not to be unreasonably withheld. Upon expiry of the Initial Publication Period, the Company shall be entitled to make such publications of the whole and/or any part of the Results as it wishes to do so in its sole discretion.
- 5.9 The Company and the Applicant shall be suitably recognised and acknowledged in all presentations and publications relating to the Project. Such recognition and acknowledgement must be approved in advance by the Company or the Applicant as the case may be and, once approved, only used in the pre-approved form.
- 5.10 Copies of all published material relating to the Project including published abstracts and articles should be submitted to the relevant individual at the Company as detailed in the Offer Letter (or as otherwise notified by the Company from time to time).
- 5.11 The Applicant shall not make any announcement, press or public statement in relation to the Project without the prior written approval of the Company, such approval not to be unreasonably withheld.

6. STATUS

- 6.1 Nothing in the Funding Agreement or in the context of the application process for funding is intended to or shall operate to create a partnership or joint venture of any kind between the parties (or any Authorised Personnel or Subcontractors), or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name of or on behalf or otherwise to bind the other in any way or to hold itself out in any manner which would indicate or imply any such relationship with the other.
- 6.2 The Applicant warrants and represents to the Company that the Applicant is, and shall remain throughout the term of the Funding Agreement, the employer of all individuals who may work for the Applicant in connection with the Project (including Authorised Personnel), and the Applicant shall be solely responsible for the remuneration, insurance and other obligations in respect of these individuals. With effect from the date of any individual's engagement with the Project, the Applicant shall be in compliance with all applicable legislation, including any social security rules and regulations. If the Company is deemed liable for any taxes, social security charges or payments for pensions or for any other payments or claims or demands whatsoever relating to individuals working for the Applicant in connection with the Project, the Applicant will fully indemnify and hold harmless the Company (on an after tax basis) in respect of any and all of such claims and demands.
- 6.3 Without prejudice to the remainder of this Clause 6, the Applicant agrees for the avoidance of doubt that the Employment Rights Act 1996 and/or any other equivalent or analogous legislation applicable in any other relevant jurisdiction shall not apply upon expiry or termination of the Funding Agreement. The Applicant agrees not to make a claim for any loss, damage or injury (direct or indirect) suffered by the Applicant due to the termination by the Applicant of any employment contract entered into between the Applicant and any Authorised Personnel.
- 6.4 Subject to Clause 5.11, the Applicant shall be prohibited from advertising, promoting and/or publishing in any way any association with the Company or any affiliate or associated companies or with any of their rugby tournaments, and shall not be entitled at any time to use any such association unless expressly agreed to in writing by the Company.



7. TERMINATION

- 7.1 This Funding Agreement may be terminated with immediate effect by the Company in the event of:
- 7.1.1 any breach by the Applicant of any of the provisions of the Funding Agreement; or
 - 7.1.2 any failure by the Applicant in (in the reasonable opinion of the Company) adequately to perform its duties under the Funding Agreement.
- 7.2 In the event of termination of the Funding Agreement by the Company in accordance with Clause 7.1, the Company may (at its sole discretion) require the repayment by the Applicant of some or all of the Grant paid at the point of termination.
- 7.3 Subject to Clause 7.4, termination or expiry of the Funding Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 7.4 In the event of termination or expiry of the Funding Agreement the Company shall not be liable to an Applicant for any loss, claim, damage, fees, liabilities, costs or expenses (whether direct, indirect, economic, financial, consequential (including without limitation loss of profit, loss of goodwill, loss of sales revenue, loss of contract and loss of opportunity or otherwise) suffered by the Applicant.
- 7.5 Following expiry or termination of the Funding Agreement, the Applicant shall not directly or indirectly use or exploit its previous connection with the Company and/or World Rugby without the express prior written consent of the Company.
- 7.6 The parties acknowledge that expiry or termination of the Funding Agreement in certain circumstances might constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "**Employment Regulations**"). If the Employment Regulations are deemed to apply to transfer the employment of any of the Authorised Personnel employed by the Applicant (the "**Transferring Staff**") to the Company or any new service provider:
- 7.6.1 Applicant shall on expiry or termination of the Funding Agreement howsoever arising:
 - (a) provide to any new service provider all information reasonably requested by the Company relating to the Transferring Staff employed or engaged in relation to the Project;
 - (b) fully co-operate with both the Company and any new service provider with regard to transferring the Transferring Staff to the Company or any new service provider; and
 - (c) use best endeavours to minimise and mitigate the costs and liabilities in respect of the application of the Employment Regulations, including but not limited to the redeployment of the relevant Transferring Staff within the Applicant's organisation as appropriate;
 - 7.6.2 on expiry or termination of the Funding Agreement, the Applicant shall indemnify and keep indemnified the Company and any new service provider for any and all costs, claims and liabilities incurred by the Company or any new service provider as a result of or arising out of the employment, termination or transfer pursuant to the Employment Regulations of any Transferring Staff, including (without limitation) any sum payable to any of the Transferring Staff as compensation for redundancy, unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation and whether incurred before, on or after expiry or termination of the relevant Funding Agreement.



8. LIABILITY AND INSURANCE

- 8.1 Nothing in the Funding Agreement shall limit or exclude either Party's liability for (i) death or personal injury caused by negligence (ii) fraud or fraudulent misrepresentation or (iii) any other liability which cannot be limited or excluded by applicable law.
- 8.2 Subject to Clause 8.1:
- 8.2.1 the Company shall have no liability to the Applicant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, consequential or special loss or damage arising under or in connection with the Funding Agreement; and
- 8.2.2 the Company's total liability to the Applicant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising out of or in connection with the Funding Agreement shall be limited to the value of the funding paid to the Applicant by the Company in connection with Project that forms the subject matter of the Funding Agreement.
- 8.3 Save where the Applicant is acting in accordance with the express instructions of the Company, the Applicant shall assume liability for and indemnify and hold harmless the Company against any and all liability and/or claims whether under contract, statute or common law arising out of its acts or omissions, together with all costs, expenses, interest and penalties directly incurred by the Company in connection with any such claim.
- 8.4 During the term of the Funding Agreement and for a period of two (2) years afterwards, the Applicant shall (at its sole expense) maintain in force with a reputable insurance company adequate and valid liability insurance covering any risks connected with Applicant's obligations pursuant to the Funding Agreement, including but not limited to public liability insurance, employer's liability and adequate and travel insurance (where appropriate).
- 8.5 The Applicant shall provide to the Company on request, full details of the insurances referenced under Clause and proof of payment of the premium. The existence or non-existence of and/or terms (including level) of such insurances shall not relieve the Applicant of its liabilities or otherwise affect the liability of Applicant under the Funding Agreement.

9. CONFLICTS

Without prejudice to Clause 4.1.4, when carrying out its duties pursuant to the Funding Agreement, the Applicant must do so in a manner that safeguards against actual, potential or perceived conflicts of interest. The Applicant shall have an on-going obligation to declare to the Company any conflict of interest that arises during the application process detailed under Clause 2 and during the term of the Funding Agreement. Should the Applicant be unsure as to whether a situation may be, or could lead to a potential conflict of interest the matter should be raised with the Head of Technical Services of the Company immediately. The Company shall take whatever action it deems appropriate including but not limited to terminating the Funding Agreement on the basis that such circumstances constitute a breach of the Funding Agreement.

10. ANTI-CORRUPTION AND BETTING

- 10.1 The Applicant shall (and for the avoidance of doubt, shall procure that its Authorised Personnel and Sub-contractors shall):
- 10.1.1 consent and agree to comply with and be bound by, and procure that its Authorised Personnel and Sub-contractors consent and agree to comply with and be bound by, all of the provisions of World Rugby Anti-Corruption and Betting Regulations (World Rugby Regulation 6) as in force from time to time (see: www.worldrugby.org/integrity) and agree



that Applicant and its Authorised Personnel are Connected Persons within the meaning of World Rugby Regulation 6;

- 10.1.2 acknowledge and understand, and procure that its Authorised Personnel and Sub-contractors acknowledge and understand, that World Rugby Regulation 6 prohibits certain conduct by it and its Authorised Personnel and Sub-contractors (known as Anti-Corruption Breaches) and imposes certain obligations on it and its Authorised Personnel, including without limitation in relation to making prompt and complete reports to World Rugby and maintaining confidentiality with respect to investigations in its role as a Connected Person, Contract Player and/or Contract Player Support Personnel (as defined in World Rugby Regulation 6) and that these prohibitions and obligations are proportionate and necessary to protect the integrity of the Game of Rugby;
- 10.1.3 acknowledge that nothing in Clause 10.1.2 above shall modify or limit the full text of World Rugby Regulation 6 which applies to the Applicant in full;
- 10.1.4 agree that its information, and shall procure that its Authorised Personnel and Sub-contractors agree that their information, including, but not limited to, company data and personal data such as all telephone records, bank account, credit card and transaction details, betting account records, internet and email records, computers and hard drives and other electronic information storage devices and documents, correspondence, addresses and contact details ("**Anti-Corruption Related Data**") can be processed (for example recorded, retained, transmitted, and used) by and amongst the Company, World Rugby, Unions and law enforcement authorities, for the purposes of World Rugby Regulation 6 and/or applicable laws and that the Applicant shall ensure that all of such Anti-Corruption Related Data is available and/or can be obtained;
- 10.1.5 acknowledge and agree that the Company and/or World Rugby can seize, receive, collate, process, store and use such Anti-Corruption Related Data in any manner it deems appropriate in accordance with and for the purposes of World Rugby Regulation 6 (including against it, its Authorised Personnel or any other person), and that, upon a request made in accordance with World Rugby Regulation 6, it will promptly provide to the Company and/or World Rugby any Anti-Corruption Related Data as requested by World Rugby;
- 10.1.6 acknowledge and agree that the Company and/or World Rugby can request, receive, store and use the Anti-Corruption Related Data relating to it and/or its Authorised Personnel that is held or stored by any third party, in accordance with and for the purposes of World Rugby Regulation 6;
- 10.1.7 acknowledge and agree that the Company and/or World Rugby may share any Anti-Corruption Related Data relating to it and/or its Authorised Personnel with any Union, Rugby Body, World Rugby Board, law enforcement authorities and/or any competent authority for the purposes of World Rugby Regulation 6 and/or applicable laws. Some of these organisations may be located in countries outside of the European Economic Area and/or outside of the country in which the Applicant is a registered company or its Authorised Personnel are resident and hereby consents to any transfer of such personal data to a country outside of the European Economic Area and/or its country of residence;
- 10.1.8 acknowledge that it and/or its Authorised Personnel and/or Sub-contractors may have certain rights under applicable laws in relation to such Anti-Corruption Related Data, including rights to access and/or correct any inaccurate data, and remedies and rights of redress for any unlawful processing of Anti-Corruption Related Data. To the extent that the Applicant and/or its Authorised Personnel has any concerns about the processing of the Anti-Corruption Related Data by the Company and/or World Rugby, it may consult with World Rugby Anti-Corruption Officer or his/her nominee;



- 10.1.9 acknowledge and agree that the Company and/or World Rugby and Unions have jurisdiction to impose sanctions as provided for in World Rugby Regulation 6. The Applicant and its Authorised Personnel and Sub-contractors also acknowledge and agree that any dispute arising out of a decision made by the Company and/or World Rugby pursuant to World Rugby Regulation 6, after exhaustion of the hearing process expressly provided for in World Rugby Regulation 6, may only be appealed in accordance with World Rugby Regulation 6.11 and World Rugby Regulation 18;
 - 10.1.10 to the maximum extent permitted by law, release the Company and/or World Rugby (and procure that its Authorised Personnel and Sub-contractors release the Company and/or World Rugby) from all claims, demands, liabilities, damages, costs and expenses that it (or they) may have arising in connection with the processing of any Anti-Corruption Related Data and the subject matter of World Rugby Regulation 6; and
 - 10.1.11 warrant and undertake to provide all assistance requested by the Company or World Rugby in relation to any enquiries, investigations or other matters pertaining to World Rugby Regulation 6.
- 10.2 For the purposes of this Clause 10, capitalised terms shall have the meaning set out in World Rugby Regulation 6 and World Rugby Regulation 1 (as applicable), unless stated otherwise. This Clause 10 shall survive the termination and/or expiry of any Funding Agreement and shall apply in relation to all of the Applicant's and/or Authorised Personnel's and/or Sub-contractors' participation in any Connected Event as a Connected Person forthwith.
11. **DATA PROTECTION**
- 11.1 The Applicant acknowledges that data supplied to it for the purposes of the Funding Agreement may comprise Personal Data as defined under Data Protection Law and the Applicant undertakes that it shall use the Personal Data solely for the purposes of the Funding Agreement, shall process the same only in accordance with the Company's instructions and shall comply with Data Protection Law.
 - 11.2 The Applicant acknowledges (including on behalf of any Authorised Personnel or Subcontractors) that data supplied to it for the purposes of the Funding Agreement (and in particular that data relating to any players for the purposes of the Project (including, but not limited to medical details)) may comprise Personal Data as defined in and pursuant to Data Protection Law.
 - 11.3 The Applicant warrants and undertakes (including on behalf of any Authorised Personnel or Subcontractors) that in so far as applicable to the purposes and subject-matter of the Funding Agreement:
 - 11.3.1 it shall process and/or use the Personal Data solely for the purposes of the Funding Agreement and having regard to Data Protection Law;
 - 11.3.2 it shall comply with Data Protection Law and any related and/or applicable legislation in so far as the same relates to the provisions and obligations of the Funding Agreement;
 - 11.3.3 it shall take all and any reasonable commercial efforts in accordance with appropriate security practice to maintain sufficient technical and organisational measures to ensure the security and integrity of its computer and other information systems to prevent the unauthorised disclosure, copying or use of confidential information or Personal Data;
 - 11.3.4 that, after assessment of the requirements of Data Protection Law and any related and/or applicable legislation, the security measures undertaken by the Applicant (and as shall be required by the Applicant of any Authorised Personnel and Subcontractors) are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the process involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by



the processing and the nature of the Personal Data to be protected having regard to the state of the art and the costs of their implementation; and

11.3.5 it shall act only on the instructions of the Company in respect of any Personal Data that it processes on behalf of the Company.

11.4 The Company warrants that any instructions given by the Company in respect of the Personal Data shall at all times be in accordance with the relevant laws and further that the Company is legally entitled to supply the Applicant and/or the Key Personnel or Subcontractors with Personal Data.

11.5 For the purposes of this Clause 11:

11.5.1 "Personal Data" shall mean data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information that is in, or is likely to come into, the possession of the Company, the Applicant, Subcontractors and/or the Key Personnel; and

11.5.2 "Data Protection Law" shall mean the EU Data Protection Directive 95/46/EC and the EU Privacy & Electronic Communications Directive 2002/58/EC, any amendments and replacement legislation including the EU General Data Protection Regulation (EU) 2016/679, European Commission decisions, binding EU and national guidance and all national implementing legislation including but not limited to the terms of the Irish Data Protection Act 1998 (<http://www.irishstatutebook.ie/1988/en/act/pub/0025/index.html>) as amended by the Data Protection (Amendment) Act 2003

12. CONFIDENTIALITY

12.1 The Applicant shall not during the term of the Funding Agreement (save in the proper exercise of its obligations and duties hereunder), nor at any time after the termination of the Funding Agreement utilise for its own purpose or divulge publish or reveal to any person any information whatsoever concerning the business organisation, finances, dealings, customers, transactions, plans, strategies or affairs of the Company, any affiliate or associated company, and shall use its best endeavours to prevent the disclosure or publication of any such matters by others and shall keep with complete secrecy all confidential information entrusted to it and shall not use or attempt to use any such information in any manner which may or may be likely to injure or cause loss either directly or indirectly to the Company.

12.2 The Applicant agrees that on termination or expiry of the Funding Agreement, it shall on request deliver up to the Company, all documents, papers and notes and property of any description belonging to the Company in its possession or under its control which relate in any way to the affairs of the Company and/or the provision of the funding and it will not retain any copies thereof.

12.3 In the event that the Applicant receives an information request under applicable legislation, it shall before it responds, consult with the Company and take the Company's view into account when responding.

13. DISPUTE RESOLUTION

13.1 All disputes between the parties arising out of the terms of the Funding Agreement shall in the first instance be referred by the parties to their Chief Executives or Vice-Chancellor (or equivalent) or his nominee as the case may be, for the time being with a view to the dispute being resolved.

13.2 If the dispute remains unresolved for a period of 30 days after referral to the Chief Executives/Vice-Chancellor or his nominee, the same shall be referred by any party to an arbitrator appointed by agreement of the parties, or in default of agreement an arbitrator to be appointed by the President for the time being of the Law Society of England and Wales. Provided always that this provision shall apply also to the appointment of any replacement arbitrator where the original arbitrator (or any



replacement) has been removed by order of a Court of competent authority, or refuses to act, or is incapable of acting or dies.

13.3 Any arbitrator appointed pursuant to Clause 13.2 shall be a barrister or solicitor of not less than 10 year standing. The arbitrator shall have all powers of arbitration under the Arbitration Act 1996 and in addition such arbitrator shall be obliged to follow the rules of natural justice and shall determine procedures for the hearing of such dispute. The arbitrator shall have the power to resolve any such dispute within the terms of the Funding Agreement and shall further have the power to make an award with respect to the costs incurred by the parties to the Funding Agreement. The seat of the arbitration shall be London, United Kingdom.

14. **MISCELLANEOUS**

14.1 Any provisions of this Terms which expressly or by implication survive termination or expiry of the Funding Agreement shall continue in full force and effect.

14.2 If any provisions of these Terms shall be found by any court or other authority or competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain unaffected and in force.

14.3 Any person who is not party to the Funding Agreement shall have no right to enforce any term of the Funding Agreement under the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") or other equivalent legislation in other jurisdictions but this does not affect any right or remedy of a third party which exists or is available apart from the Act. Nothing under these Terms or in the 1999 Act shall operate to prevent the parties to the Funding Agreement from amending or rescinding the whole or any part of the Funding Agreement by written agreement between themselves without reference to any third party.

14.4 No variation to the Funding Agreement shall be effective unless it is in writing and signed by each party (or their authorised representatives).

14.5 Each of the parties shall pay any costs and expenses incurred by it in connection with the Funding Agreement.

14.6 The Funding Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original and all of which will together constitute a single agreement.

14.7 The Funding Agreement will be governed by an interpreted in accordance with the laws of England and Wales and, subject to Clause 13, the parties submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with the Funding Agreement.

I/We hereby agree to the terms and conditions set out above.

Signature:

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For and on behalf of the Applicant:

.....

Date:



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Signature:

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For and on behalf of the
Company:

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Date:

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