

UK Agri-Tech Centre Limited ("UKATC") GLOBAL GROWTH ACCELERATOR – NORTH AMERICA (CANADA)

Terms and Conditions of Programme Support (the "Terms")

These Terms govern the participation of the Applicant and Recipient (both as defined below) in the UKATC Global Growth Accelerator - North America (Canada) ("the **Programme**").

To be considered as an Applicant, you must have met the eligibility criteria provided by UKATC, and, amongst other things, own technology which is at technology readiness level 9 (the "**Technology**") and have applied for the Global Growth Accelerator by submitting the relevant application form to UKATC ("**Applicant**").

You may be selected as a recipient of the Support (as defined below) if you are notified in writing by UKATC that you have been successful in your application and have been selected to receive Support in respect of the Programme (the "**Recipient**").

Should you be selected as a Recipient to receive Support, UK Agri-Tech Centre Limited (company registration number 15297794) and the Recipient will contract under these Terms and any additional terms provided with regard to the Programme and Support and any additional terms provided to the Recipient in the Letter of Support. The Recipient agrees that these Terms (and any additional terms provided by UKATC) shall govern the provision of Support by UKATC and receipt of Support by the Recipient and no other terms provided by the Recipient shall apply to the receipt of Support or to the Programme.

Throughout these Terms, UKATC and the Recipient may be referred to as a "**Party**" or the "**Parties**".

1 **About the Programme**

- 1.1 The Programme is administered by UKATC, a UK-based research and innovation organisation. The Programme is delivered in partnership with the Canadian Agri-food Automation and Intelligence Network ("**CAAIN**") ("**Delivery Partner**").
- 1.2 No fees are chargeable to the Recipient for participation in the Programme.
- 1.3 The Applicant / Recipient accepts and acknowledges that the Programme is provided in partnership with CAAIN.
- 1.4 UKATC accepts no responsibility and/or liability for any part(s) of the Support and/or aspects of the Programme provided by CAAIN or any other third party and the Recipient acknowledges its obligations to engage with CAAIN and any other relevant third party in accordance with clause 5 below.

2 **Eligibility**

- 2.1 Applicants must meet and Recipients must continue to meet the minimum eligibility requirements as communicated to them at the time of application and specified within the supporting summary document.
- 2.2 UKATC reserves the right to verify eligibility and may request reasonable supporting evidence in writing from the Applicant / Recipient.
- 2.3 In the event UKATC has concerns regarding the completeness and/or accuracy of the information and/or evidence provided by the Applicant / Participant at any time during the application process and/or the duration of the Programme, UKATC reserves the right to re-evaluate the suitability and/or applicability of the Applicant/Recipient for participation in the Programme and to terminate the Applicant or Recipient's participation in the Programme and/or application process as applicable.

3 **Application and Selection and Award Process**

- 3.1 Applications must be submitted using the official Global Growth Accelerator - North America (Canada) Application Form ("**Application Form**").
- 3.2 The Applicant warrants that all of the information provided within the Application Form is true, complete and accurate and the Applicant / Recipient warrants that it shall immediately inform UKATC of any change in circumstance(s) which would affect the completeness and/or accuracy of the information provided on the Application Form.
- 3.3 The entry must be made directly by and for the individual Applicant and must not be funded, compensated, sponsored, in whole or in part, by any third party.
- 3.4 Selection and Award will be conducted through a two-phase process:
- Phase 1: Written application screening against eligibility and evaluation criteria conducted by UKATC and CAAIN. UKATC will notify Recipient of its selection or otherwise to Phase 2.
 - Phase 2: If Phase 1 has been passed, Applicants will be invited to pitch in person to UKATC and CAAIN. UKATC will then notify Recipient of its selection or otherwise for the Programme ("**Award**")
- 3.5 The assessment will consider the evaluation criteria questions and sections in the Application Form but UKATC may (at its sole discretion) exercise reasonable judgment where exceptional potential or alignment is demonstrated.
- 3.6 Decisions in respect of an Award are final and cannot be appealed.
- 3.7 Feedback may be provided to unsuccessful Applicants at UKATC's discretion.
- 3.8 Recipients / Applicants agree and acknowledge that the Application Form and associated data may be shared with CAAIN as part of the Programme and application process in accordance with clause 8 of these Terms and UKATC's privacy notice.
- 3.9 Participation in the Programme is entirely at the Participant's own risk.

4 **Nature and Delivery of the Support**

- 4.1 The type and duration of support will be confirmed by UKATC in a letter of Support ("**Letter of Support**") in writing based on the Recipient's needs and UKATC's available resources (the "**Support**").
- 4.2 Upon selection as a Recipient for participation in the Programme, the Recipient acknowledges the Support:
- 4.2.1 shall be limited to total eligible costs as notified by UKATC in writing (which may include costs that may be associated with the Technology shipment, and costs associated with training and demonstration);
- 4.2.2 includes a funded visit for one representative per Recipient to support Technology deployment. This may include economy airfare, accommodation and basis subsistence whilst in Canada (at UKATC's discretion).
- 4.3 Subject to the provisions of their Letter of Support, the Recipient acknowledges that labour costs, overheads and other project costs shall not be eligible for reimbursement or payment as part of the Support, unless expressly stated otherwise in the Letter of Support.

- 4.4 Where the Support includes any monetary contribution, payment shall be made in accordance with the Letter of Support and, unless otherwise stated in that Letter of Support, shall be paid quarterly and in arrears following submission of any supporting evidence and information reasonably required by UKATC.
- 4.5 The Recipient shall use the Support only for the purposes of the Programme and in accordance with these Terms and any additional requirements imposed in writing by UKATC.
- 4.6 The Recipient shall not seek to make any changes to the Support and/or Programme without UKATC's prior written agreement.
- 4.7 The Recipient agrees that the written confirmation of Support provided by UKATC (in the form of the Letter of Support) and any additional terms forming part of the Letter of Support shall form part of these Terms.

5 Recipient Obligations

- 5.1 In consideration for the Support received by the Recipient, the Recipient shall:
- 5.1.1 as requested by CAAIN, farms or other delivery partners, enter into separate agreement(s) with CAAIN and/or any such third-parties which shall govern (amongst other things) access to and use of the Technology in Canada, and/or any site-specific and access requirements, and/or licence to or use of any applicable Intellectual Property Rights. The Recipient shall be entirely and solely responsible for all its obligations, liabilities and costs arising under such agreement(s), and UKATC shall not be party to, and shall have no responsibility or liability for any obligations, acts, or omissions arising thereunder;
- Deployment of Technology will not begin until such agreements are signed, and UKATC reserves the right to withdraw Support and terminate this Agreement should the Participant not enter into the separate agreement(s) referred to above;
- 5.1.2 throughout the Programme, comply with the reasonable instructions of UKATC and CAAIN;
- 5.1.3 be responsible for and provide assistance in the set up and/or use of the Technology during any demonstration and/or use during the Programme, as reasonably required;
- 5.1.4 comply with all applicable legalisation and/or regulations (including but not limited to in relation to health and safety) in the use of the Technology and participation in the Programme and in performing its obligations under these Terms;
- 5.1.5 not do (or omit to do) anything that may (in the reasonable opinion of UKATC) bring the reputation of UKATC and/or the Programme into disrepute or (or omit to do) anything that may (in the reasonable opinion of UKATC) place or threaten to place UKATC in breach of any of its legislative, regulatory or funding requirements;
- 5.1.6 use all reasonable care and skill and comply with good industry practice in relation to: the Support; its obligations under these Terms; its participation in the Programme; and use of the Technology;
- 5.1.7 obtain and maintain all consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary;

- 5.1.8 comply with any third-party policies, instructions and/or requirements relating to its participation in the Programme, including but not limited to health and safety requirements, site rules and reasonable instructions issued by UKATC, programme Delivery Partner(s), CAAIN, farm operators or other host organisations at any site where Programme activities take place;
 - 5.1.9 be solely responsible and liable for the collection of any data and/or securing any intellectual property rights used, created and/or obtained during the Programme; and
 - 5.1.10 the Recipient acknowledges and agrees that it is entirely responsible for the set-up and ongoing maintenance of separate legal agreements between the Recipient and CAAIN and/or with any other 3rd parties e.g. farms and subcontractors, including but not limited to arranging access to the farms and/or any other sites to be used in the Programme and in relation to Technology use or Intellectual Property arrangements not covered under these Terms; and
 - 5.1.11 UKATC will not be responsible for arranging, administering, or enforcing any Canadian agreements and in addition, shall not be liable for any losses arising from the use, operation, transportation or storage of Technology in Canada.
- 5.2 The Recipient shall retain ownership of its Technology and be responsible for it throughout the Programme, including being solely responsible for the design, safety, installation, operation and maintenance of its Technology, equipment, and materials used or demonstrated as part of, and throughout the Programme, and shall ensure that such Technology, equipment and materials are fit for purpose and operated safely by suitably trained and qualified personnel, supported by adequate operating instructions and training materials, and complies with all applicable legal and safety requirements.
- 5.3 The Recipient shall ensure that its Technology, equipment, materials and activities carried out as part of and during the Programme do not cause damage to land, crops, livestock, farm infrastructure or other property and shall be responsible for any loss or damage arising from the installation, testing, demonstration or operation of its Technology, equipment, materials and activities.
- 5.4 The Recipient shall maintain appropriate insurance cover with a reputable insurer in respect of its participation in the Programme, including where appropriate, public liability insurance and insurance covering its personnel, Technology, equipment and activities. The Recipient shall ensure that such insurance remains in force for the duration of its participation in the Programme and shall provide evidence of such insurance to UKATC upon reasonable request. The Recipient acknowledges that UKATC does not advise on, or approve or guarantee the adequacy of insurance maintained by the Recipient and shall not be responsible for any consequences arising from the Recipient's failure to obtain or maintain appropriate insurance cover.
- 5.5 The Recipient shall cooperate fully with UKATC and programme Delivery Partner(s) in relation to all Programme activities, including providing information, attending meetings, responding to communications and completing any required documentation or actions within a reasonable timeframe. UKATC shall not be responsible for any delays, lost opportunities, or consequences arising from the Recipient's failure to engage or respond in a timely manner.
- 5.6 Participation in the Programme does not guarantee access to any particular site, trial opportunity or demonstration environment. Programme activities may be dependent on arrangements with programme Delivery Partner(s), site hosts or other third parties. UKATC reserves the right to amend, delay or cancel Programme activities where

reasonably necessary, including where access to sites or operational conditions change.

- 5.7 The Recipient shall be solely responsible for the safe removal and/or decommissioning, return, disposal, transfer or other handling of its Technology, equipment and materials at the conclusion of the Programme. UKATC shall have no responsibility for liability in relation to this requirement or the Recipient's Technology, equipment or materials after the completion or termination of the Programme.
- 5.8 UKATC and CAAIN will not be responsible for the performance of the Technology during the Programme.

6 **Withdrawal of the Support**

- 6.1 UKATC reserves the right to adjust, decrease, withdraw or recoup the Support, in whole or in part, at any time without compensation to the Recipient:
- 6.1.1 in accordance with clause 12.3 below;
 - 6.1.2 if the Recipient fails to comply with any of its obligations under clause 5 of these Terms;
 - 6.1.3 if the Recipient withdraws from the Programme;
 - 6.1.4 if the Recipient (in the reasonable opinion of UKATC) ceases engagement in the application process and/or the Programme;
 - 6.1.5 if any information provided in the Application Form is suspected to be and/or found to be false, inaccurate and/or incomplete;
 - 6.1.6 if the Recipient's behaviour or conduct becomes, in the opinion or UKATC, unreasonable or unacceptable;
 - 6.1.7 if the Recipient is unable to or does not enter into the agreement(s) referred to in clause 5.1.1;
 - 6.1.8 if the Recipient fails to comply with the Subsidy Control Act 2022;
 - 6.1.9 if the Programme is terminated by UKATC.

Should UKATC adjust, decrease, withdraw or recoup the Support in accordance with this clause 6, UKATC shall not be liable to the Recipient for any loss arising out of or in connection with such adjustment, decrease, withdrawal or recoup.

- 6.2 Participation in this Programme does not create any obligation for UKATC to provide further funding, collaboration or commercial engagement at any time during the Programme or beyond the Programme itself.

7 **Data Protection and Privacy**

- 7.1 UKATC will process all personal data provided in accordance with applicable UK data protection laws.
- 7.2 The Applicant / Recipient acknowledges that during the Programme UKATC will share personal data with CAAIN, both of which are corporate entities located outside of the UK and EEA.
- 7.3 Without prejudice to the generality of clause 7.5, personal data and organisational data will be used for the purposes of:

- 7.3.1 conducting and reviewing applications;
 - 7.3.2 delivering the Support to successful Recipients;
 - 7.3.3 managing the Programme;
 - 7.3.4 contacting Recipients about future programmes, events, or opportunities; and
 - 7.3.5 monitoring and evaluating the Programme's impact.
- 7.4 UKATC may share anonymised personal data or aggregated data with Innovate UK for reporting and evaluation purposes.
- 7.5 UKATC will make available a copy of its privacy notice for more information on how it uses personal data.
- 7.6 In disclosing any personal and/or confidential information in accordance with clause 7 of these Terms, the Recipient warrants that it shall comply with all requirements of applicable data protection laws and shall not provide or disclose any personal data to UKATC unless and to the extent that such disclosure is lawful.

8 **Publicity, Testimonials, and Media Consent**

- 8.1 UKATC may wish to highlight successful ventures, projects, collaboration etc. in its communications, reports, or promotional materials. The Recipient agrees that UKATC (and/or CAAIN and/or Innovate UK) may publicise the fact that the Recipient is accessing and/or has accessed the Programme and/or is receiving and/or has received the Support. For this purpose the Recipient hereby permits UKATC (and/or CAAIN and/or Innovate UK) to use any of the Recipient's logos, trade marks, service marks or other stylised branding elements for the purposes detailed under this clause 8.1.
- 8.2 The Recipient grants UKATC a non-exclusive, sub-licensable, royalty-free, irrevocable licence to use, reproduce, publish (subject to clause 9), communicate and display any Technology, Programme results, Foreground IP and/or Programme data for any purpose required in relation to the Programme for the duration of the Programme, including but not limited to, for the purposes of reporting, evaluation, audit, compliance, publicity, promotional activities, case studies and/or marketing materials. However this right to UKATC will continue beyond the duration of the Programme in respect of reporting (and impact reporting), evaluation, audit, compliance, and with permission, citing of case studies.
- 8.3 Recipients may be invited to provide written testimonials, participate in photography, video interviews and/or other media activities, and/or contribute to case studies and to showcase the Programme's impact ("**Additional Publicity Activities**").
- 8.4 Participation in such Additional Publicity Activities is entirely voluntary and will be arranged at a mutually convenient time.
- 8.5 UKATC shall seek consent for use of media collected from Additional Publicity Activities by means of a media consent form (or similar). Consent can be withdrawn at any time without affecting eligibility or participation. However, the Recipient understands and acknowledges that it may not be reasonably practicable to prevent a print run which has already been initiated or recall material already circulated.
- 8.6 For the avoidance of doubt clauses 8.3 to 8.5 are neither obligatory nor a condition of the Support.

9 Confidentiality

- 9.1 Any confidential information shared during the process will be handled responsibly and used only for assessment and delivery of the Support and engagement in the Programme. The Applicant / Recipient acknowledges that UKATC is entitled to share confidential information with CAAIN as necessary for the application process and the Programme.
- 9.2 The Applicant/Recipient shall ensure that it does not disclose any confidential information to UKATC, including but not limited to and any personal data disclosed under clause 7 above, that might be considered unnecessary for the purposes of the Application and/or Support process.
- 9.3 In cases where the Applicant/Recipient does need to convey confidential information, the Applicant/Recipient will explicitly state in writing when it is conveying that information so that UKATC can take the appropriate steps to protect that information from further disclosure. In the event that the Applicant/Recipient fails to convey such information is confidential information, UKATC shall not be liable for any loss arising out of or in connection with this clause 9.3.
- 9.4 The Recipient will not disclose information belonging to and/or or provided by UKATC that is confidential.
- 9.5 The obligations in this clause 9 will not apply, and either party will not be considered to have breached this clause, if the information:
- 9.5.1 is or becomes available to the public other than as a direct or indirect result of a disclosure;
 - 9.5.2 is already known to the receiving party prior to disclosure by the disclosing party and such prior knowledge can be evidenced by the written records of the receiving party;
 - 9.5.3 is or becomes known to the receiving party by disclosure from a third party other than where such disclosure is itself subject to an obligation of confidentiality;
 - 9.5.4 is not required to be treated as confidential information, as expressly confirmed by the disclosing party in writing; or
 - 9.5.5 is required to be disclosed by any applicable law or the order of a court of competent jurisdiction, governmental or regulatory authority, or any other person or body having a legal right or duty to have access to or knowledge of the confidential information.
- 9.6 The Recipient acknowledges that UKATC is subject to the Freedom of Information Act 2000, the Freedom of Information (Scotland) Act 2002 or similar legislation ("FOIA") and that UKATC may be required to disclose information relating to the Support and/or Programme (which may include) confidential information of the Recipient according to the nature of any such requests. The Recipient acknowledges and agrees that the UKATC shall have sole discretion in how it responds to such a request and the information that it discloses and that such disclosure shall not constitute a breach of this clause 9 by UKATC.

10 Intellectual Property

- 10.1 Each Party will retain ownership of its own intellectual property as owned (or licensed to it) prior to the application date for the Programme or generated by it during the term of the Programme but outwith the scope of the Programme ("**Background IP**").

- 10.2 Participation in the Programme, does not transfer or license any Background IP rights except as expressly set out in these Terms.
- 10.3 The Recipient grants to UKATC a non-exclusive, a sub-licensable, royalty-free licence to use its Background IP (subject to any existing obligations and rights of restrictions of third parties), where necessary for the purpose of undertaking the Programme and/or as required to use the Foreground IP activity during the period of the Programme, but not for any other purpose, including commercial exploitation and subject to obligations of confidentiality.
- 10.4 The Recipient shall grant to any third party involved in the Programme who requires use of and/or access to its Background IP in relation to the Programme (including but not limited to CAAIN) a non-exclusive, royalty-free licence to use its Background IP (subject to any existing obligations and rights of restrictions of third parties), where necessary for the purpose of undertaking the Programme activity during the period of the Programme and subject to obligations of confidentiality.
- 10.5 Should the occasion arise, it is intended that each Party shall own any new intellectual property including any data derived from the use of and/or data outputs from the Technology) ("**Foreground IP**") developed or created solely and directly by it during the course of the Programme and shall be responsible for registering and protecting the rights therein.
- 10.6 The Recipient grants to UKATC (and shall separately grant to any third party involved in the Programme) a non-exclusive, royalty-free licence to use its Foreground IP for: 1) the purposes of undertaking the Programme during the term of the Programme and this Agreement only and 2) for the purposes of its own internal research and development, for evidencing and documenting and promoting the success of the Programme and as may be required for any follow up activity in respect of the Programme on a perpetual basis and subject to obligations of confidentiality, and no raw validation or qPCR data belonging to the Recipient shall be shared externally.
- 10.7 During and upon completion of the Programme, should any Foreground IP be created by the Recipient, the Recipient acknowledges that it shall be solely responsible and liable for taking its own steps to protect its new Foreground IP, and in doing so, engaging with CAAIN, where necessary, for the purposes of entering into an agreement to document the ownership of such Foreground IP, separate from the Programme and these Terms.
- 10.8 The Recipient represents and warrants that it has the right to provide the Technology and that the Technology does not infringe the intellectual property rights of any third party. The Recipient further warrants that all necessary licences, consents, and permissions have been obtained for the use of the Technology.
- 10.9 The Recipient shall indemnify, defend and hold harmless UKATC against any third-party claims, losses, damages, liabilities, costs or expenses (including reasonable legal fees) arising out of or in connection with any alleged or actual infringement of any third-party intellectual property rights resulting from the use of the Technology under these Terms and during the Programme.

11 Liability

- 11.1 The Support will be provided without guarantee, warranty or liability whatsoever from UKATC.
- 11.2 To the extent permitted by law, UKATC accepts no liability for any acts or omissions of CAAIN during the Programme.
- 11.3 UKATC will not be liable for any use which may be made, reliance which may be placed upon, or advice or information given (including any third party advice or

information, including from CAAIN), in connection with the Support provided during or after the Recipient's participation in the Programme.

- 11.4 UKATC accepts no responsibility or liability for business decisions made, outcomes achieved, or consequences, as a result of the Recipient's participation in the Programme, or the Support provided by UKATC, or the Recipient's engagement with any Programme Partners, site hosts, farmers or similar third parties, and the Recipient's obligations under this clause are covered by the indemnity at clause 11.5.
- 11.5 The Recipient shall indemnify and hold harmless UKATC, its employees, officers, agents, contractors, and representatives in respect of all claims, demands, actions, losses, damages, liabilities, costs and expenses arising out of or in connection with : a) the Recipient's participation in the Programme; b) the installation, testing, demonstration, operation or use of the Recipient's Technology, equipment or materials (including in relation to any injury, damage or loss caused by the Technology); c) any act or omission of the Recipient or its employees, contractors, agents or representatives in connection with the Programme; or d) any breach by the Recipient of these Terms or applicable laws and regulations, provided always that such indemnity shall not extend to claims for any of the following (whether direct or indirect): loss of profit; loss of use of data excluding personal data; loss of production; loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated).
- 11.6 Subject to clause 11.7 below:
- 11.6.1 UKATC shall not be liable for any loss of profit, loss of revenue, loss of business, loss of anticipated savings, loss of data or indirect or consequential loss; and
- 11.6.2 UKATC's total liability howsoever arising under these Terms and/or in relation to the Programme and/or related to the Support shall be limited to £15,000
- 11.7 Nothing in these Terms limits liability for death, personal injury, or fraud or any other liabilities that cannot be limited at law.

12 **Withdrawal or Termination**

- 12.1 UKATC may withdraw, terminate or vary the Programme at any time without liability.
- 12.2 In addition to clause 12.1, UKATC may terminate a Recipient's participation in the Programme and/or withdraw and/or recoup Support, in whole or in part, if the provisions of clause 6.1 apply and/or the Recipient at any time:
- 12.2.1 withdraws voluntarily from the Programme;
- 12.2.2 fails to meet eligibility criteria;
- 12.2.3 breaches any of its obligations under these Terms;
- 12.2.4 fails (if requested) to enter into a separate agreement with CAAIN in relation to the Programme;
- 12.2.5 is declared bankrupt; its financial situation deteriorates in order that it is unlikely to be able to continue to operate its business; it takes a decision to liquidate; or ceases its normal operations;
- 12.2.6 provides false information; or
- 12.2.7 fails to engage, in the reasonable opinion of UKATC, with UKATC.

- 12.3 Without reason, prejudice or obligation or liability, at the sole discretion of UKATC, UKATC can unilaterally end the Support or any part thereof at any time upon giving the Recipient 5 working days prior written notice.

13 **Subsidy Control and Minimal Financial Assistance (MFA)**

- 13.1 The Support will be provided as Minimal Financial Assistance (MFA) for the purposes of the Subsidy Control Act 2022.
- 13.2 Prior to the commencement of the Support, UKATC will notify the Recipient of the approximate assessed value of the Support for MFA purposes. The Recipient will be required to complete and return a Declaration to UKATC, which confirms receipt of the Support will not cause it to exceed the applicable MFA threshold (£315,000).
- 13.3 The Recipient, upon request by UKATC, will provide accurate and complete information regarding any Minimal Financial Assistance or other relevant public funding it has received. The Recipient will ensure adequate records are kept to demonstrate compliance with the Subsidy Control Rules under the Subsidy Control Act 2022 including to confirm the Recipient is within the MFA Threshold. Such information shall be provided within a reasonable period following the request from UKATC to allow UKATC to meet its reporting requirements to its funders and stakeholders.
- 13.4 UKATC reserves the right to withdraw the Support and/or recover their assessed value where the Recipient fails to comply with subsidy control requirements or provides inaccurate or misleading information that it did not promptly notify UKATC of.

14 **Record Retention, Audit and Reporting**

- 14.1 UKATC will retain decision records for audit, transparency, and programme evaluation purposes in accordance with its privacy notice.
- 14.2 UKATC and/or Innovate UK and authorised auditors may request access to anonymised or aggregated records as part of standard review processes.
- 14.3 The Recipients shall, upon request by UKATC, provide any information, data and/or reasonable supporting evidence regarding the Programme and the impact of the Programme as reasonably requested and/or required by UKATC and within a reasonable period following the request from UKATC, to allow UKATC to meet its reporting requirements to its funders and stakeholders. The Recipient agrees that it shall take all steps necessary and provide any assistance required by UKATC under this clause 14.3, and shall provide such information for a period reasonably requested by UKATC following expiry or termination of these Terms and/or completion of the Programme.

15 **Conflicts of Interest**

- 15.1 Applicants/Recipients must disclose any actual or potential conflict of interest that could reasonably be perceived to influence the selection process (including but not limited to, prior employment, consultancy, or a prior relationship with UKATC or its assessors).
- 15.2 UKATC will review any disclosed conflicts and may take appropriate action, including adjusting assessor assignments or, if necessary, disqualifying a Recipient.
- 15.3 Failure to declare a relevant conflict may result in withdrawal of the Support.

16 **General**

- 16.1 Anti-corruption & Human Rights

16.1.1 The Recipient shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015, and shall comply with the obligations in Schedule B.

16.1.2 The Recipient shall comply with UKATC's anti-bribery policy in Schedule A

16.2 No Partnership

These Terms will not create any partnership or joint venture between the parties, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of another Recipient or Party.

16.3 Assignment

The Recipient shall not assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms. UKATC may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under these Terms.

16.4 Third Parties

Unless it expressly states otherwise, these Terms do not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Programme.

16.5 Amendments

No variation or amendment of these Terms will be effective unless it is made in writing and signed by each Party's representative.

16.6 Surviving obligations

Clauses relating to indemnity, confidentiality, intellectual property, liability, insurance, and end of programme obligations shall survive the termination or expiry of these Terms.

16.7 Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of England and Wales and each of the Parties submits to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE A: Anti-Bribery

1. The Applicant / Recipient will, in connection with the Programme:
 - 1.1 comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-bribery or anti-corruption (or both), including the Bribery Act 2010;
 - 1.2 not do anything which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if it had been carried out in the United Kingdom;
 - 1.3 have policies and procedures (including adequate procedures as determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) to ensure compliance with paragraphs 1.1 and 1.2 above;
 - 1.4 follow and enforce the policies and procedures referred to in paragraph 1.3 above;
 - 1.5 promptly report to UKATC any request or demand for any undue financial or other advantage of any kind received by it;
 - 1.6 provide such evidence of compliance with this Schedule as UKATC may reasonably request from time to time;
 - 1.7 keep accurate and up to date records and books of account showing all payments made by it in connection with these Terms and the Programme and the steps taken by it to comply with this Schedule. (Those records and books of account must be sufficient to allow UKATC to verify compliance with this Schedule.); and
 - 1.8 on request during normal working hours, allow UKATC (or any part nominated by UKATC) access to and to copy those records and accounts and to meet with its personnel to verify compliance with this Schedule.
2. The Applicant / Recipient will ensure that any person associated with it (as determined in accordance with section 8 of the Bribery Act 2010 and paragraph 4 below) who is involved in the Programme, is involved in the Programme only on the basis of a written contract which imposes on that person terms equivalent to those imposed on that Party in this Schedule.
3. The Applicant / Recipient will ensure that each person referred to in paragraph 2 above complies with terms equivalent to the terms imposed by this Schedule and will be liable to UKATC for any breach by that person of any of those terms.
4. A person associated with a party includes its employees, its students, its group companies and subcontractors and their respective employees.

SCHEDULE B: Human Rights and Anti-Slavery

Part 1 – Human Rights

1. Unless otherwise required or prohibited by law, the Applicant / Recipient will, in relation to the performance of these Terms and the Programme:
 - 1.1 not employ, engage or use any child labour in circumstances such that the tasks performed by any child could reasonably be foreseen to cause either physical or emotional impairment to the development of the child;
 - 1.2 not use forced labour in any form (prison, indentured, bonded or otherwise);
 - 1.3 not require its employees to lodge papers or deposits on starting work;
 - 1.4 provide a safe and healthy workplace, presenting no immediate hazards to its employees, and if any accommodation is provided by that Party to its employees, that accommodation will be safe for habitation;
 - 1.5 provide access to clean water, food, and emergency healthcare to its employees in the event of accidents or incidents in the workplace;
 - 1.6 not discriminate against any employee on any ground (including race, religion, disability or gender);
 - 1.7 not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse;
 - 1.8 not use cruel or abusive disciplinary practices in the workplace;
 - 1.9 pay each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provide each employee with all legally mandated benefits;
 - 1.10 comply with the laws on working hours and employment rights in the countries in which it operates; and
 - 1.11 respect its employees' right to join and form independent trade unions and freedom of association.
2. The Applicant / Recipient agrees that it is responsible for controlling its own supply chain and that it will encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by it when performing its obligations under this Agreement these Terms.
3. The Applicant / Recipient will ensure that it has, and will comply with, ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of those policies.

Part 2 – Anti-Slavery

The Applicant / Recipient will, in connection with the Programme:

1. comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-slavery and human trafficking, including the Modern Slavery Act 2015;

2. not do anything which would constitute an offence under section 1, 2 or 4 Modern Slavery Act 2015 if it had been carried out in the United Kingdom;
3. have and maintain its own policies and procedures to ensure compliance with paragraphs 1 and 2 above;
4. follow and enforce the policies and procedures referred to in paragraph 3 above;
5. include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions which are at least as onerous as those set out in this section of this Schedule;
6. promptly report to UKATC any breach of this section of this Schedule of which it becomes aware;
7. provide such evidence of compliance with this section of this Schedule as UKATC may reasonably request from time to time;
8. keep accurate and up to date records to trace the supply chain of all goods and materials supplied by it in connection with these Terms and the Programme and the steps taken by it to comply with this section of this Schedule. (Those records must be sufficient to allow UKATC to verify compliance with this section of this Schedule.); and
9. on request during normal working hours, allow UKATC access to and to copy the records referred to in paragraph 8 above and to meet with its personnel to verify compliance with this section of this Schedule.