

The British Council: **[THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 1 Redman Place, Stratford, London E20 1JQ] **OR** **[insert name of appropriate local entity where relevant outside the UK] [where appropriate add the following wording] [operating through its local office at [insert office address and details]]**

The Co-Producer: **[insert name and address details (and company number, if appropriate)]**

Date: **[insert date when signed by the second party to sign (which should be the British Council)]**

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and the Co-Producer undertake to observe in the performance of this Agreement.

The British Council and the Co-Producer have agreed to work together to produce the film described in Schedule 1 on the terms of this Agreement.

Schedules

Schedule 1	Special Terms
Schedule 2	Standard Terms
Schedule 3	Data Processing Schedule

This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by or on behalf of the Co-Producer.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of THE BRITISH COUNCIL

Name:	Signature:
Position:		

Signed by the duly authorised representative of [insert name of Co-Producer]

Name:	Signature
Position:		

Schedule 1

Special Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

1 Commencement Date and Term

- 1.1 This Agreement shall come into force on **[insert date]** and, unless terminated earlier in accordance with the terms of this Agreement, shall continue in full force and effect until **[insert date]** (the “Term”).
- 1.2 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less than **[insert number of days]** days’ written notice on the Co-Producer.

2 The Film

- 2.1 The film/programme to be produced in accordance with this Agreement is **[insert description of the film or programme to be produced]** and in this Agreement shall be referred to as the “Film”.

3 Cash Contribution

- 3.1 Subject to the Co-Producer’s satisfactory compliance with the terms of this Agreement, the British Council shall contribute £**[insert amount]** (the “Cash Contribution”) towards the budget for the Film, which shall be paid by the British Council to the Co-Producer in accordance with the payment schedule below:

Sums payable	Trigger date or milestone
£ [insert amount]	[insert date or milestone details]
£ [insert amount]	[insert date or milestone details]
£ [insert amount]	[insert date or milestone details]

- 3.2 The Co-Producer acknowledges and agrees that the payments listed in this clause 3 represent the entire remuneration payable by the British Council to the Co-Producer in respect of the Film.
- 3.3 Where the Co-Producer enters into a Sub-Contract, the Co-Producer shall:

3.3.1 pay any valid invoice received from its subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and

3.3.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 3.3.1 of this Agreement.

3.4 In clause 3.3, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the British Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4 Delivery

4.1 The Co-Producer shall deliver the materials set out in the table below to the British Council in the format and on the dates specified:

Deliverable	Date for delivery
<i>[insert details e.g. First Cut in MP4 file format]</i>	<i>[insert date]</i>
<i>[insert details e.g. Final Cut in MP4 file format]</i>	<i>[insert date]</i>

5 Holdbacks *[NB: If not applicable, delete the text below in clause 5.1 and insert “Not applicable” instead]*****

5.1 The British Council undertakes not to permit the Film to be transmitted, broadcast or otherwise made available to the public through any media until after either:

5.1.1 the Film is first transmitted, broadcast or otherwise made available to the public by the Co-Producer; or

5.1.2 ***[insert number]*** months have elapsed from the date of the British Council’s written approval of the Final Cut,

whichever is the earlier.

6 Intellectual Property Rights

[EITHER]

6.1 Nothing in this Agreement shall transfer ownership of any Intellectual Property Rights owned by either party prior to the date of this Agreement.

- 6.2 Subject to clause 6.1, as between the parties, the Co-Producer shall own all Intellectual Property Rights in the Film arising out of the performance of this Agreement ("**Film IPR**") and the British Council hereby assigns to the Co-Producer with full title guarantee by way of present and future assignment all its right, title and interest in and to the Film IPR.
- 6.3 Subject to any restrictions specified in this Schedule 1 (Special Terms), the Co-Producer hereby grants to the British Council a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual, irrevocable right and licence to use, broadcast, distribute, reproduce, sell and otherwise make available to the public the Film in whole or in part, in any and all media either itself or through third parties.
- 6.4 The British Council hereby grants to the Co-Producer the right to use the British Council's name and the British Council Trade Marks in the Film and in any publicity material relating to the Film, provided such use is in accordance with the terms of this Agreement and any style guides or other instructions issued by the British Council.
- 6.5 The Co-Producer hereby grants to the British Council a royalty-free, non-exclusive, worldwide right and licence to use and to sub-license the use of the Co-Producer Trade Marks for promotional and commercial use in connection with the Film.
- 6.6 The licences granted under clauses 6.4 and 6.5 shall survive the expiry (but not the early termination) of this Agreement.

[OR]

- 6.7 Nothing in this Agreement shall transfer ownership of any Intellectual Property Rights owned by either party prior to the date of this Agreement.
- 6.8 Subject to clause 6.7, as between the parties, the British Council shall own all Intellectual Property Rights in the Film arising out of the performance of this Agreement ("**Film IPR**") and the Co-Producer hereby assigns to the British Council with full title guarantee by way of present and future assignment all its right, title and interest in and to the Film IPR.
- 6.9 Subject to any restrictions specified in Schedule 1 (Special Terms), the British Council hereby grants to the Co-Producer a royalty-free, non-exclusive, worldwide, sub-licensable, perpetual, irrevocable right and licence to use, broadcast, distribute, reproduce, sell and otherwise make available to the public the Film in whole or in part, in any and all media either itself or through third parties.
- 6.10 The British Council hereby grants to the Co-Producer the right to use the British Council's name and the British Council Trade Marks in the Film and in any publicity material relating to the Film, provided such use is in accordance with the terms of this Agreement and any style guides or other instructions issued by the British Council.
- 6.11 The Co-Producer hereby grants to the British Council a royalty-free, non-exclusive, worldwide right and licence to use and to sub-license the use of the Co-Producer Trade Marks in the Film and for promotional and commercial use in connection with the Film.
- 6.12 The licences granted under clauses 6.10 and 6.11 shall survive the expiry (but not the early termination) of this Agreement.

Schedule 2

Standard Terms

1 Interpretation

1.1 In this Agreement:

“British Council Entities” means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the **“Controlling Entity”**) as well as any other organisations Controlled by the Controlling Entity from time to time;

“British Council Requirements” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Co-Producer in writing or set out on the British Council’s website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to the Co-Producer from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

“British Council Trade Marks” means those logos and trade marks (whether registered or unregistered) of the British Council listed in Appendix 1;

“Code” means the Department of Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of that Act) (November 2004) as may be updated or re-issued from time to time and any other relevant codes of practice published by the Department of Constitutional Affairs or its successor bodies;

“Confidential Information” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Co-Producer (as the case may be) and all personal data and special categories of personal data within the meaning of the Data Protection Legislation;

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and **“Controlled”** shall be construed accordingly);

“Co-Producer’s Team” means the Co-Producer and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors which the Co-Producer engages in any way in relation to the production of the film;

“Co-Producer Trade Marks” means those logos and trade marks (whether registered or unregistered) of the Co-Producer listed in Appendix 1;

“Environmental Information Regulations” means the Environmental Information Regulations 2004;

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Co-Producer performs its obligations under this Agreement;

“Final Cut” has the meaning given in clause 4.3;

“First Cut” has the meaning given in clause 4.2;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“Information Disclosure Requirements” means the requirements to disclose information under:

- (a) the Code;
- (b) the FOIA; and
- (c) the Environmental Information Regulations;

“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;

“Relevant Person” means any individual employed or engaged by the Co-Producer and involved in the production of the film, or any agent or contractor or sub-contractor of the Co-Producer who is involved in the production of the film;

“Request for Information” means a request for information (as defined in FOIA) relating to or connected with this Agreement or the British Council more generally or any apparent request for such information under the Information Disclosure Requirements; and

“VAT” means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax, and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

1.2 In this Agreement:

- 1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking

account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

- (i) services being provided to, or other activities being provided for, the British Council;
- (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
- (iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and

1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

2 The British Council’s obligations

2.1 The British Council undertakes to the Co-Producer that it is entitled to enter into this Agreement.

2.2 The British Council shall pay to the Co-Producer the Cash Contribution in accordance with Schedule 1 (Special Terms).

2.3 Unless stated otherwise, all sums set out in this Agreement are exclusive of VAT, which if properly chargeable shall be paid by the British Council at the prevailing rate within 30 days of receipt from the Co-Producer of a valid and accurate tax invoice. In the event that the British Council is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Cash Contribution, the British Council shall deduct and account for such taxes before paying the remainder of the Cash Contribution to the Co-Producer and shall notify the Co-Producer in writing of all such sums properly deducted.

2.4 In the event that the British Council makes any overpayment in connection with this Agreement (or any other agreement between the parties), the British Council may, upon written notice to the Co-Producer, deduct the amount of such overpayment from any future invoice or require repayment of such sum within 30 days after the date on which it serves notice on the Co-Producer.

2.5 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, the Co-Producer may charge interest on

the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable.

3 Co-Producer's obligations

3.1 The Co-Producer shall:

- 3.1.1 obtain all necessary licences, consent and clearances from third parties required to deliver of the Film in accordance with the terms of this Agreement;
- 3.1.2 provide or procure the facilities and personnel required to record and edit the Film;
- 3.1.3 use all reasonable skill, care and ability, and comply with all reasonable instructions of the British Council, to provide the Film;
- 3.1.4 advise the British Council, and keep the British Council informed, of all matters material to the production, delivery and exploitation of the Film of which the Co-Producer is or becomes aware; and
- 3.1.5 not act in any way which may be derogatory or detrimental to the reputation, image or goodwill of the British Council.

4 Consultation and editorial control

4.1 The Co-Producer shall consult with the British Council:

- 4.1.1 on all significant aspects of the content of the Film; and
- 4.1.2 whenever reasonably requested to do so by the British Council.

4.2 The Co-Producer shall prepare an assembly of the Film in sequence (the "**First Cut**") and deliver this to the British Council as specified in Schedule 1 (Special Terms).

4.3 After the British Council has examined the First Cut, where it feels it is appropriate to do so, the British Council may make suggestions or requests for alterations to the Film to the Co-Producer and the Co-Producer shall then, having good faith regard to all such suggestions or requests, prepare the final cut of the Film (the "**Final Cut**").

4.4 The Co-Producer shall deliver the Final Cut to the British Council as specified in Schedule 1 (Special Terms) for approval by the British Council.

4.5 The British Council shall communicate to the Co-Producer its approval (or disapproval) of the Final Cut in writing. Approval of the Final Cut shall not be unreasonably withheld or delayed.

4.6 If the British Council does not approve of the Final Cut, the parties shall meet in good faith and use their reasonable endeavours to resolve the concerns of the British Council.

4.7 Save where the Co-Producer's statutory or constitutional obligations require otherwise, no version of the Film shall be transmitted, broadcast, distributed or otherwise made available to the public without the British Council's prior written approval.

5 Co-production credit

5.1 Subject to clause 5.3, each party (the "**Distributing Party**") shall ensure that the other party shall be credited as a co-producer of the Film in any version of the Film the Distributing Party makes available to the public, and in any advertising or promotional material relating to the Film over which the Distributing Party has control, by use of the following statement (or equivalent wording agreed by the parties):

"A [Co-Producer]/British Council co-production"

5.2 Save where clause 5.3 expressly states otherwise, the Distributing Party shall ensure that wherever a Co-Producer Trade Mark features in the Film or any advertising or promotional material relating to the Film, the relevant British Council Trade Mark (as designated by the British Council) shall appear next to the Co-Producer Trade Mark equally sized, and vice versa.

5.3 The credit provisions set out in clause 5.1 shall not apply to:

5.3.1 group, list or "teaser" advertising or publicity;

5.3.2 special advertising or publicity relating primarily to a member or members of the cast, the author, writer, director or other personnel concerned in the production of the Film or similar matters;

5.3.3 advertising or publicity not relating primarily to the Film (in which case clause 5.2 shall also not apply);

5.3.4 advertising of eight column inches in size or less;

5.3.5 advertising or publicity written in narrative form; and

5.3.6 advertising relating jointly to the Film and another film or films or institutional advertising (in which case clause 5.2 shall also not apply).

5.4 This clause 5 shall survive the expiry (but not the early termination) of this Agreement.

6 Publicity

6.1 Each party shall obtain the other's prior written approval (such approval not to be unreasonably withheld or delayed) before issuing, or permitting or authorising others to issue, any promotional or publicity material (including press releases) or making any public statement relating to the Film.

6.2 This clause 6 shall survive the expiry (but not the early termination) of this Agreement.

7 Confidentiality

7.1 For the purposes of this clause 7:

- 7.1.1 the “**Disclosing Party**” is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and
- 7.1.2 the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.
- 7.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:
 - 7.2.1 is given only to such of its staff and professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and
 - 7.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or consultants otherwise than for the purposes of this Agreement.
- 7.3 The provisions of clauses 7.2 shall not apply to any Confidential Information which:
 - 7.3.1 is or becomes public knowledge (otherwise than by breach of this clause 7);
 - 7.3.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;
 - 7.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 7.3.4 is independently developed without access to the Confidential Information; or
 - 7.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 7.4 In the event that the Co-Producer fails to comply with this clause 7, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.
- 7.5 The provisions under this clause 7 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.
- 7.6 The Co-Producer acknowledges that the British Council is subject to the Information Disclosure Requirements and shall assist and co-operate with the British Council to enable the British Council to comply with those requirements.
- 7.7 Where the British Council receives a Request for Information in relation to information that the Co-Producer or any of its sub-contractors is holding on behalf of the British Council and which the British Council does not hold itself, the British Council shall as soon as reasonably practicable after receipt and in any event within five calendar days of receipt, forward the Request for Information to the Co-Producer and the Co-Producer shall:

7.7.1 provide the British Council with a copy of all such information in the form that the British Council requires as soon as practicable and in any event within 10 calendar days (or such other period as the British Council acting reasonably may specify) of the British Council's request; and

7.7.2 provide all necessary assistance as reasonably requested by the British Council to enable the British Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, as applicable.

7.8 The Co-Producer acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the British Council may nevertheless be obliged to disclose the Co-Producer's Confidential Information in accordance with the Information Disclosure Requirements:

7.8.1 in certain circumstances without consulting the Co-Producer; or

7.8.2 following consultation with the Co-Producer and having taken its views into account,

provided always that where clause 7.8.1 above applies, the British Council shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Co-Producer after any such disclosure.

7.9 The provisions of this clause 7 shall survive the termination of this Agreement, however arising.

8 Duration and Termination

8.1 This Agreement shall continue in full force and effect for the Term, unless terminated early in accordance with its terms.

8.2 Without prejudice to any other rights or remedies which the British Council may have, the British Council may terminate this Agreement without liability to the Co-Producer immediately on giving notice to the Co-Producer if:

8.2.1 the performance of the Co-Producer's obligations under this Agreement is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 23) for a period in excess of 30 days; or

8.2.2 where the Co-Producer is a company, there is a change of Control of the Co-Producer.

8.3 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:

8.3.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect); or

8.3.2 the other party becomes (or, in the reasonable opinion of the terminating party, is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.

8.4 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

9 Consequences of termination

9.1 If this Agreement is terminated early:

9.1.1 all work on the Film shall immediately cease;

9.1.2 subject to clause 9.2, neither party shall have any right to make any use of the Film unless otherwise agreed; and

9.1.3 the Co-Producer shall be entitled to keep only that appropriate portion of the Cash Contribution to reflect the work carried out on the Film up to the date on which notice to terminate the Agreement is given, and shall repay to the British Council the remainder of the Cash Contribution already paid by the British Council within 30 days of termination.

9.2 If the British Council terminates this Agreement under clause 8.3, the Co-Producer shall promptly, at its own cost, deliver to the British Council (in a format to be specified by the British Council) the Film in its state as at the date on which notice to terminate the Agreement is given, together with all recordings, footage, manuscripts, documents, papers and other property relating to the Film in the Co-Producer's possession or control at the date on which notice to terminate the Agreement is given, and the British Council shall be entitled to make use of such material on the terms of the licence granted under clause 6 of Schedule 1 (save that any restrictions specified in Schedule 1 (Special Terms) shall not apply).

10 Anti-Corruption, Anti-Collusion and Tax Evasion

10.1 The Co-Producer undertakes and warrants that it has not offered, given or agreed to give (and that it will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by the Co-Producer of its obligations under this Agreement.

10.2 The Co-Producer warrants that it, and any Relevant Person, has and will retain in place, and undertakes that it, and any Relevant Person, will at all times comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010), tax evasion (as set out in the Criminal Finances Act 2017) and fraud within its organisation and in connection with its dealings with other parties, whether in the UK or overseas.

10.3 The Co-Producer warrants that:

10.3.1 it, and any Relevant Person, has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Agreement (including in respect of pricing under this Agreement); and

- 10.3.2 it, and any Relevant Person, has not engaged, and will not at any time engage, in any activity, practice or conduct which would constitute either:
- (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

Nothing under this clause 10.3 is intended to prevent the Co-Producer from discussing the terms of this Agreement and the Co-Producer's pricing with the Co-Producer's professional advisors.

- 10.4 The Co-Producer acknowledges and agrees that British Council may, at any point during the Term and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that neither the Co-Producer, the Co-Producer's Team nor any of the Co-Producer's Team's directors or shareholders (where applicable), is or have been listed:

- 10.4.1 as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;
- 10.4.2 as being wanted by Interpol or any national law enforcement body in connection with crime;
- 10.4.3 as being subject to regulatory action by a national or international enforcement body;
- 10.4.4 as being subject to export, trade or procurement controls or (in the case of an individual) as being disqualified from being a company director; and/or
- 10.4.5 as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person,

(together the "**Prohibited Entities**").

- 10.5 The Co-Producer warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.

- 10.6 If any of the Co-Producer, the Co-Producer's Team or the Co-Producer's Team's directors or shareholders (where applicable) is:

10.6.1 listed in a Screening Database for any of the reasons set out in clause 10.4, or

10.6.2 breaches any of its obligations set out in clauses 10.1, 10.2, 10.3 or 10.5;

then the Co-Producer shall promptly notify the British Council of any such breach(es) and the British Council shall be entitled to take the steps set out at clause 10.7 below.

- 10.7 In the circumstances described at clause 10.6.1 and/or 10.6.2, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:

- 10.7.1 terminate this Agreement without liability to the Co-Producer immediately on giving notice to the Co-Producer; and/or
 - 10.7.2 require the Co-Producer to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Co-Producer (and the Co-Producer shall take all such steps and shall provide evidence of its compliance if required); and/or
 - 10.7.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
 - 10.7.4 share such information with third parties.
- 10.8 The Co-Producer shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 10.4.
- 10.9 Without limitation to clauses 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7 and 10.8 above, the Co-Producer shall:
- 10.9.1 ensure that all Relevant Persons involved in the production of the film or with this Agreement have been vetted and that due diligence is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably necessary in relation to a person in that position in the relevant circumstances; and
 - 10.9.2 maintain accurate and up to date records of:
 - (i) any requests to facilitate any UK tax evasion offence or any foreign tax evasion offence made to the Co-Producer or any Relevant Person in connection with the production of the film or with this Agreement either in the United Kingdom or elsewhere;
 - (ii) any action taken by the Co-Producer or any Relevant Person to inform the relevant enforcement bodies or regulatory authorities that the Co-Producer or any Relevant Person has been requested to facilitate a UK tax evasion offence or a foreign tax evasion offence (except to the extent that the Co-Producer or any Relevant Person is prevented by law from doing so);
 - (iii) its compliance with its obligations under this clause 10 and all training and guidance provided to Relevant Persons in respect of the obligations under this clause and applicable laws for the prevention of tax evasion;
 - (iv) the Co-Producer's monitoring of compliance by Relevant Persons with applicable policies and procedures;
 - (v) the measures that the Co-Producer has taken in response to any incidence of suspected or actual tax evasion or facilitation of tax evasion or breach of this clause 10;
 - (vi) maintain and provide such access to the records or information referred to in clause 10.9.2; and

- (vii) ensure that all Relevant Persons involved in performing services in connection with this Agreement are subject to and at all times comply with equivalent obligations to the Co-Producer under this clause 10.

10.10 For the purposes of this clause 10, the expression “Relevant Person” shall mean all or any of the following: (a) Relevant Persons; and (b) any Relevant Person employed or engaged by a Relevant Person.

11 Data Processing

11.1 In this clause:

11.1.1 “**Controller**” means a “controller” for the purposes of the GDPR (as such legislation is applicable);

11.1.2 “**Data Protection Legislation**” shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the services provided under this Agreement, including the DPA and/or the GDPR, and /or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

11.1.3 “**Data Subject**” has the same meaning as in the Data Protection Legislation;

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

11.1.5 “**GDPR**” means the General Data Protection Regulation (EU) 2016/679;

11.1.6 “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are Processed under this Agreement;

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

11.1.8 “**Processing**” has the same meaning as in the Data Protection Legislation and “Process” and “Processed” shall be construed accordingly;

11.1.9 “**Processor**” means a “data processor” for the purposes of the DPA and a “processor” for the purposes of the GDPR (as such legislation is applicable); and

11.1.10 “**Sub-Processor**” means a third party engaged by the Processor to carrying out processing activities in respect of the Personal Data on behalf of the Processor.

11.2 For the purposes of the Data Protection Legislation, the British Council is the Controller and the Co-Producer is the Processor in respect of the Personal Data.

- 11.3 Details of the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects whose Personal Data is being Processed in connection with this Agreement are set out in Schedule 3 of this Agreement.
- 11.4 The Co-Producer shall comply with its obligations under the Data Protection Legislation and shall, in particular:
- 11.4.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the purpose of carry out its duties under this Agreement and in accordance with the British Council's written instructions and this clause (unless otherwise required by European Union laws or the laws of the European jurisdiction in which the Co-Producer Processes the Personal Data; or unless otherwise required by laws outside the European Union in which the Co-Producer Processes the Personal Data as referred to in 11.9);
- 11.4.2 implement appropriate technical and organisational measures in accordance with the Data Protection Legislation to ensure a level of security appropriate to the risks that are presented by such Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;
- 11.4.3 not transfer the Personal Data outside of the European Economic Area without the prior written consent of the British Council and where such consent is given the Co-Producer shall:
- (i) provide appropriate safeguards in relation to the transfer;
 - (ii) ensure the Data Subject has enforceable rights and effective legal remedies;
 - (iii) comply with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
 - (iv) comply with reasonable instructions notified to it in advance by the British Council with respect to the Processing of the Personal Data; and
 - (v) only transfer Personal Data outside the European Economic Area provided that it meets the relevant requirements under Articles 44 to 50 of the GDPR;
- 11.4.4 ensure that any employees or other persons authorised to Process the Personal Data are subject to appropriate obligations of confidentiality;
- 11.4.5 not engage any Sub-Processor to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the British Council and, where such consent is given, procuring by way of a written contract that such Sub-Processor will, at all times during the engagement, be subject to data Processing

obligations equivalent to those set out in this clause and may upon request provide evidence of the same to the British Council within three working days;

- 11.4.6 notify the British Council, as soon as reasonably practicable, about any request or complaint received by the Co-Producer or a Sub-Processor from Data Subjects without responding to that request (unless authorised to do so by the British Council) and assist the British Council by technical and organisational measures, insofar as possible, for the fulfilment of the British Council's obligations in respect of such requests and complaints including where the requests and/or complaint was received by the Co-Producer, a Sub-Processor or the British Council;
 - 11.4.7 notify the British Council immediately on becoming aware of a Personal Data Breach;
 - 11.4.8 assist the British Council in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, Personal Data Breach notifications, impact assessments and consultations with supervisory authorities or regulators; and
 - 11.4.9 maintain accurate written records of the Processing it carries out in connection with this Agreement and on request by the British Council, make available all information necessary to demonstrate Co-Producer's compliance under Data Protection Legislation and the terms of this Agreement.
- 11.5 The Co-Producer and its Sub-Processors shall allow for and contribute to audits, including inspections, by the British Council (or its authorised representative) in relation to the Processing of the British Council's Personal Data by the Co-Producer and its Sub-Processors to support the Co-Producer in their compliance of clause 11.4.9.
 - 11.6 On termination or expiry of this Agreement, the Co-Producer (or any Sub-Processor) shall, except to the extent it is required to retain a copy by law, stop Processing the Personal Data and return and/or destroy it at the request of the British Council. The Co-Producer shall provide confirmation of destruction of any other copies including details of the date, time and method of destruction.
 - 11.7 In the event of a notification under clause 11.4, the Co-Producer shall not notify the Data Subject or any third party unless such disclosure is required by Data Protection Legislation or other law or is otherwise approved by the British Council.
 - 11.8 The Co-Producer warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the British Council to be in breach of the Data Protection Legislation.
 - 11.9 If the Co-Producer believes it is under a legal obligation to Process the Personal Data other than in accordance with the British Council's instructions it will provide the British Council with details of such legal obligation, unless the law prohibits such information on important grounds of public interest.
 - 11.10 The Co-Producer shall indemnify and keep indemnified the British Council and the British Council Entities against all Personal Data losses suffered or incurred by, awarded against or

agreed to be paid by, the British Council or British Council Entities arising from a breach by the Co-Producer (or any Sub-Processor) of (a) its data protection obligations under this Agreement; or (b) the Co-Producer (or any Sub-Processor acting on its behalf) acting outside or contrary to the lawful instruction of the British Council.

- 11.11 These clauses may be amended at any time by the British Council giving at least 30 days' written notice to the other stating that applicable controller to processor standard clauses laid down by the European Commission or adopted by the UK Information Commissioner's office or other supervisory authority are to be incorporated into this Agreement and replace clauses 11.1 to 11.4.9 above.

12 Limitation of Liability

- 12.1 Nothing in this Agreement shall exclude or restrict the liability of:

12.1.1 the Co-Producer for any breach of its confidentiality obligations under this Agreement or for any breach of clause 10 (Data Protection); or

12.1.2 either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

- 12.2 Subject to clause 12.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

- 12.3 Subject to clauses 12.1 and 12.2, the maximum liability of either party to the other party under or in connection with this Agreement for any one claim or series of linked claims, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed in the aggregate £[*insert amount*].

13 Safeguarding and Protecting Children and Vulnerable Adults

- 13.1 The Co-Producer will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy, as notified to the Co-Producer and amended from time to time, which the Co-Producer acknowledges may include submitting to a check by the UK Disclosure & Barring Service (DBS) or the equivalent local service; in addition, the Co-Producer will ensure that, where it engages any other party to produce the Film (or any element of the Film) under this Agreement, that that party will also comply with the same requirements as if they were a party to this Agreement.

14 Equality, Diversity and Inclusion

- 14.1 The Co-Producer shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 14.2 The Co-Producer shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

15 Assignment

- 15.1 The Co-Producer shall not, without the prior written consent of the British Council, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Co-Producer warrants and represents that it will (at the British Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 15.2.

16 Waiver

- 16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

17 Entire agreement

- 17.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

18 Variation

- 18.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

19 Severance

- 19.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

20 Counterparts

- 20.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

21 Third party rights

- 21.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 15 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 21.2 The parties agree that no consent from the British Council Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

22 No partnership or agency

- 22.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

23 Force Majeure

- 23.1 Subject to clauses 23.2 and 23.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a “**Force Majeure Event**”) including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 23.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 23.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 23.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 23.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 23.3 Nothing in this clause 23 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party’s consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 23.1).

24 Notice

- 24.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:
- 24.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 24.1.2 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; or
 - 24.1.3 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.
- 24.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

25 Governing Law and Dispute Resolution Procedure

- 25.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 25.2 Subject to the remainder of this clause 25, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 25.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 25.3, either party may commence proceedings in accordance with clause 25.2.
- 25.4 Nothing in this clause 25 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

Schedule 2

Appendix 1

British Council Trade Marks

[Insert those British Council trade marks that may be used by the Co-Producer in connection with the Film and include reference to any style guide or similar documents relevant to the usage of the British Council's trade marks]

Co-Producer Trade Marks

[Insert here details of the Co-Producer's trade marks and logos to be used, including pictures of the logos where appropriate and reference to any style guide or similar documents relevant to the usage of the Co-Producer's trade marks and logos]

Schedule 3

Data Processing Schedule

Description	Details
Duration of Processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature/purpose of Processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, marketing, statutory obligation, grant distribution and management, event management recruitment assessment etc]</i>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, National identification number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subjects	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Countries or International Organisations Personal Data will be transferred to	<i>[name the countries and International Organisations (where applicable) Where not applicable state N/A. NB: “International Organisation” is defined in the GDPR as “an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries.”]</i>
Sub-Processors	<i>[name and contact address of Sub-Processor(s) (where applicable) and brief description of the nature of processing of personal data that they are undertaking under this agreement, where not applicable state N/A]</i>