

CRANFIELD UNIVERSITY

Terms and Conditions

BETWEEN

Cranfield University of College Road, Cranfield, Bedfordshire, MK43 0AL
(hereinafter called "CRANFIELD")

AND

The organisation for whom CRANFIELD is to provide the Programme
(hereinafter called "the Client")

1. Definitions

1.1 Agreement: shall mean the contract between CRANFIELD and the Client established by acceptance by the Client of these terms and conditions.

1.2 Background Intellectual Property: shall mean Intellectual Property (as hereinafter defined) or confidential know-how relevant to the Programme which is in the possession of a Party prior to the commencement of the Programme or generated after commencement of the Programme but independent of the Programme.

1.3 Client's Personnel: any employee, agent, sub-contractor or representative of the Client.

1.4 Confidential Information: means all information marked as "Confidential" and disclosed by CRANFIELD to the Client.

1.5 Delegate: means the individual who will participate on the Programme.

1.6 Intellectual Property: means intellectual property which shall include but not be limited to inventions and discoveries (whether patentable or not) Patents, petty patents and applications thereof, registered designs and applications thereof design rights, registered and unregistered trade marks and service marks, specifications, drawings, plans, maps, trade secrets and Confidential Information, copyright material

including computer software and databases, technical know-how, Programme materials and other information arising out of the Programme.

1.7 Parties/Party: the Parties shall mean both CRANFIELD and the Client, and Party shall mean either CRANFIELD or the Client.

1.8 Programme: means the Ready for Scale Programme to be provided by CRANFIELD as set out in a separate document submitted by CRANFIELD to the Client.

1.9 Re-scheduled Programme: means a Programme that has been rescheduled to an alternative date.

1.10 Start-Date: means the date originally scheduled for the Programme to commence.

2. Standard Programmes

2.1 CRANFIELD reserves the right;

i) to improve the specification and format of its Programmes for the benefit of its Client without notice to the Client.

ii) to alter the timetable, location, classes and delivery format of the Programme

2.2 CRANFIELD reserves the right to cancel or reschedule any Programme if the number of attendees is insufficient to justify running the Programme, or if CRANFIELD is prevented from doing so by events beyond its reasonable control, including in particular, but not limited to, illness of lecturing staff.

3. Programmes at Cranfield or other sites

3.1 All Client property brought onto CRANFIELD's premises or other sites for the purposes of training shall be at the Client's sole risk and CRANFIELD will accept no liability whether in contract or tort, in respect of any loss of or damage to, the said property from whatsoever cause.

3.2 The Client agrees to ensure that the Client's Delegates and any other Personnel or agents will comply with all reasonable instructions given by CRANFIELD staff, whether orally or in writing, concerning use of CRANFIELD premises or other sites, and in particular those instructions relating to security, health and safety.

4. Payment

4.1 The Programme fee shall be paid by CRANFIELD upon enrolment on the Programme.

4.2 All charges are exclusive of Value Added Tax which will be added should it be applicable.

5. Delegate Obligations

5.1 To act in an honest and courteous manner and comply with all rules and regulations of CRANFIELD

5.2 To prepare for the Programme and to attend all classes and other activities forming part of the Programme and be prepared for all activities relating thereto.

5.3 To abide by any special conditions relating to the Programme.

5.4 To acknowledge the use of CRANFIELD material and comply with the terms and conditions of the Copyright, and Patents Act 1988

6. Limitation of Liability

CRANFIELD's sole liability shall be for direct loss or damage incurred or suffered by the Client or death or injury to any person as a result of wilful default or negligence on the part of CRANFIELD or its employees, servants or agents in the performance of its obligations under this Agreement and which liability is not otherwise excluded or restricted by this Agreement, but such liability shall in no circumstances exceed the sum of £250,000 in the aggregate in respect of all such losses, save that there shall be no limit of liability in respect of death or injury to any person.

7. Standard of Programme and Warranty

7.1 CRANFIELD shall undertake the Programme with reasonable skill, care and diligence and shall carry out its responsibilities in accordance with recognised professional and technical standards.

7.2 While CRANFIELD will use reasonable endeavours to ensure the accuracy and completeness of the Programme and of any information provided or opinions expressed in connection with the Programme, it does not give any express or implied representations and this Agreement does not contain any express or implied terms, warranties or conditions as to:-

- (i) the quality or fitness for a particular purpose of the Programme produced or
- (ii) the accuracy, sufficiency or completeness of the Programme, information provided or advice given pursuant to, in connection with or as a result of the Programme.

In particular, there are hereby expressly excluded all conditions, warranties and other terms which might otherwise be implied.

8. Intellectual Property

8.1 The copyright and all other intellectual property rights in all Programme materials and the specifications therefore, and whether in standard Programmes, or Programmes developed under the provisions of clause 2, shall remain the sole and exclusive property of CRANFIELD. The Client undertakes that it will not copy or permit the copying of Programme materials, nor disclose or permit the disclosure or sell or hire the same to third parties, nor use the same for running the Client's own Programmes.

8.2. For the avoidance of doubt nothing in this Agreement shall be construed as affecting the ownership of Background Intellectual Property.

8.3 CRANFIELD agrees to grant to the Client a non-exclusive royalty free licence to use any Intellectual Property arising from the Programme for the Client's internal purposes but not for external commercial purposes

8.4 In the event that the Client requires access to Background Intellectual Property owned by CRANFIELD in order to exploit Intellectual Property arising from the Programme, CRANFIELD may at its option grant a separate non-exclusive licence to the client on fair and reasonable terms.

9. Confidentiality

9.1 CRANFIELD will keep confidential any information which CRANFIELD may obtain during the Programme of performing the Services relating to the Client's business and will not during the Programme of this Agreement or for a period of five (5) years thereafter disclose such information to any other person. On the ending of the Agreement CRANFIELD will return to the Client any documents, data in whatever form or drawings with which CRANFIELD may have been supplied by the Client and any copies of the same which CRANFIELD may have made during the Programme of performing the Services.

9.2 This obligation of Confidentiality shall not apply to any information:-

- (i) in the public domain at the time it was disclosed or which thereafter enters the public domain without breach of the terms of this Agreement,
- (ii) already known by CRANFIELD at the time of disclosure by the Client,
- (iii) which becomes known from a source other than the Client without breach of the terms of this Agreement,
- (iv) independently developed by an employee of CRANFIELD to whom no disclosure of any such disclosed information has been made,
- (v) disclosed by CRANFIELD in compliance with a legal requirement of a Government Agency or otherwise where disclosure is required by operation of Law.

10. Non-Assignment

With the exception of CRANFIELD's employment of sub-contractors, neither Party may assign, transfer or otherwise dispose of this Agreement in whole

or in part or any interest therein without the prior written consent of the other Party.

11. Notice

Any notice which may be required to be given by either Party under this Agreement shall be deemed to have been duly given if left at or sent by recorded delivery post to the other Party's last known place of business.

12. Variation, Severability and Non-Waiver

12.1 No variation or modification shall have any effect unless made in writing and signed by a duly authorised representative of each Party.

12.2 The headings contained within these terms and conditions are for convenience only and shall not affect their integration. If any part of the terms and conditions of this Agreement shall be held as unenforceable to any extent, the remainder of the terms and conditions shall nevertheless remain in full force and effect.

12.3 Failure to terminate this Agreement following a breach or other failure to comply shall not be deemed to be a waiver of a Party's defences, rights or causes of action, arising from such or any future breach or non-compliance, nor shall it affect or impair its right to enforce such terms and conditions in any way.

13. Data Protection and Data Processing

13.1 In this clause:

(a) "Personal Data", "Controller", "Processor", "Data Subject" and "Processing" "Third Country" and "International Organisation" have the same meaning as in the Data Protection Legislation; and

(b) "Data Protection Legislation" shall mean the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

(c) “Data Controller” shall mean the Party that transfers Personal Data to the other Party

(d) “Data Processor” shall mean the Party that receives Personal Data from the other Party.

13.2 Responsibilities

13.2.1 The Parties undertake to comply with all relevant requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation. Either Party can be a Data Controller or Data Processor if passing personal data to the other Party

13.2.2 The Data Controller will ensure that all required consents and notices are in place to legally transfer of the Personal Data to the Data Processor for the duration and purposes of this Contract

13.2.3 Without prejudice to the generality of this clause the Data Processor shall perform its Data Processing obligation under this Contract by:

a) processing Personal Data on the written instructions of the Data Controller unless otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor Applicable Data Processing Laws (“ADPL”) to process Personal Data. When relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall notify the Data Controller prior to performing the processing as required by the ADPL unless those ADPL prohibit the Data Processor from notifying the Data Controller;

b) having appropriate technical and organisational measures in place, approved by the Data Controller, to protect against unauthorised or unlawful processing of Personal Data together with protection for accidental loss, destruction, or damage, to Personal Data, as is appropriate to the harm that might result from the unauthorised or unlawful processing, accidental loss, destruction, damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where

appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored quickly after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

c) ensuring that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

d) not transferring any Personal Data outside of the European Economic Area to a Third Country or an International Organisation, unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:

i. the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer;

ii. the Data Subject has enforceable rights and effective legal remedies;

iii. the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

iv. the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;

v. assist the Data Controller, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

vi. notify the Data Controller without undue delay on becoming aware of a Personal Data breach;

vii. at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the

agreement unless required by Applicable Data Processing Law to store the Personal Data; and

viii. maintain complete and accurate records and information to demonstrate its compliance with this clause

13.3 The Data Controller consents to the Data Processor appointing a third-party processor of Personal Data under this Contract should it be necessary. The Data Processor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business.

13.4 Either Party may, at any time on not less than thirty (30) days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).

14. Survival

The provisions of the following clauses shall remain binding upon each Party after expiry or termination of this Agreement, 6, 8, 11 13 and 18.

15. Force Majeure

Neither Party will be liable to the other Party for any delay in or failure to perform its obligations (other than payment of money) as a result of any cause beyond its reasonable control, including but not limited to any industrial dispute. If such delay or failure continues for at least 30 days, either Party shall be entitled to terminate this Agreement by notice in writing.

16. English Language

The primary language of the Programme is English, and may include a considerable amount of 'business language'. The Programme is intended to be as interactive as possible and will therefore include much group discussion and syndicate work. All delegates are expected to participate fully in this process, and are therefore required to have sufficient

knowledge of both written and spoken English if they are to benefit from the Programme.

17. Disability Statement

Cranfield University has published a Disability Statement under the terms of the Disability Discrimination Act 1995, which will be of interest to all prospective students who have disabilities. These regulations also apply to CRANFIELD and copies of the statement are available on request.

18. Law and Jurisdiction

This Agreement shall be subject to English law and the Parties agree to submit to the exclusive jurisdiction of the English courts.

(Enrolment upon the Programme signifies acceptance of this contract)