

Future of English Research Grants 2022

Confidentiality agreement

November 2021

THIS AGREEMENT is made on the 4 day of **January 2022**

BETWEEN

- (1) **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 (the “**British Council**”); and
- (2) **State Islamic University of Raden Mas Said Surakarta** (the “**Receiving Party**”).

BACKGROUND

- (A) The parties intend to enter into various discussions and evaluations for the purpose of the Receiving Party working with the British Council on the ***Future of English Grant Scheme*** project. (the “**Purpose**”).
- (B) For the purposes of 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;

“**Confidential Information**” means commercial, technical, financial and other information relating to the British Council and/or any British Council Entities of whatever nature and in whatever form, including, without limitation, information and documentation in or relating to the British Council’s requirements for goods or services, including IT systems, processes, software, data and hardware, pricing, business procedures, know-how, trade secrets, trading practices, assets, personnel, customers and suppliers, business or financial plans and financial projections, whether such content and information is disclosed or supplied by the British Council or its directors, employees, representatives, officers, agents or advisors (whether before or after the date of this Agreement) or directly or indirectly comes to the attention of the Receiving Party and whether or not marked as “Confidential”, “Proprietary” or otherwise and this definition expressly includes the existence of this Agreement and the fact that the parties are entering into the discussions and evaluations contemplated by this Agreement; and

“**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).

- (C) Where this Agreement has been translated into a language other than the English language, the English language version shall prevail.

CONFIDENTIALITY REQUIREMENTS

- 1 In consideration of the British Council agreeing to enter into discussions with, and allow disclosure of Confidential Information to, the Receiving Party, the Receiving Party agrees:
 - 1.1 not to use or copy the Confidential Information other than as strictly required for the Purpose; and
 - 1.2 not to disclose the Confidential Information to any third party without the express written permission of the British Council (except that the Receiving Party may disclose the Confidential Information to its employees and agents who need access to the Confidential Information strictly in connection with the Purpose and provided that such employees and

agents are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement).

- 2 Nothing in this Agreement shall prevent the Receiving Party from using or disclosing information:
 - 2.1 which the Receiving Party can demonstrate by written records was known to it prior to the date of disclosure hereunder; or
 - 2.2 which is public knowledge, or becomes public knowledge in the future, other than by breach of this Agreement by the Receiving Party; or
 - 2.3 which is lawfully disclosed to the Receiving Party by a third party which does not owe any duty of confidence to the British Council or to any third party in respect of such information; or
 - 2.4 which is independently developed by the Receiving Party without use of the Confidential Information; or
 - 2.5 which is required by law to be released, provided that the British Council is given as much prior written notice as possible of such request.
- 3 All Background IPR is and shall remain the exclusive property of the British Council (or, where applicable, the third party from whom the British Council's right to use the Background IPR has derived). In this Agreement, "**Background IPR**" means any intellectual property rights belonging to, or used under licence by, the British Council which relate to the Confidential Information.
- 4 The British Council hereby grants to the Receiving Party a royalty-free, non-exclusive licence under its Background IPR to copy and use the Confidential Information only as is strictly required for the Purpose. The disclosure of the Confidential Information to the Receiving Party shall not constitute any grant, option or licence to use the Confidential Information or the Background IPR in any way other than strictly as required for the Purpose.
- 5 Upon termination of this Agreement or at any other time on the written request of the British Council, the Receiving Party will immediately send to the British Council (or, at the British Council's option, destroy) the Confidential Information and any copies of it made by or in the possession of or under the control of the Receiving Party and will make no further use or disclosure of any of the Confidential Information. However, nothing in this clause 5 will prevent the Receiving Party from retaining (subject to an ongoing duty of confidentiality) one copy of any Confidential Information that it is required to keep for audit, regulatory or legal purposes.
- 6 The Receiving Party acknowledges that damages alone may not be an adequate remedy for breach of this Agreement and that, accordingly, the British Council shall be entitled to seek the remedies of injunction, specific performance and other equitable relief which may be appropriate for any threatened or actual breach by the Receiving Party of the terms of this Agreement.
- 7 The Receiving Party acknowledges and confirms that this Agreement shall not place the British Council under any obligation to enter into any further agreement(s) with the Receiving Party.
- 8 The British Council gives no assurance about the accuracy, completeness or adequacy of the Confidential Information and the Receiving Party will rely exclusively on the results of its own investigations carried out following the supply of the Confidential Information under this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 9 Subject to clause 2, the obligations of the Receiving Party under the terms of this Agreement shall remain in effect for three (3) years from the date hereof.

10 This Agreement shall be interpreted and enforced in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

THE BRITISH COUNCIL

by: **Jamie Dunlea**

Signature:



Title: **Manager, Assessment Research Group**

STATE ISLAMIC UNIVERSITY OF RADEN MAS SAID SURAKARTA

by: **Assoc. Prof. Imroatus Solikhah, M.Pd**

Signature:



Title: