

CURRICULUM LICENCE – TERMS AND CONDITIONS

1. Interpretation

- (a) **“Agreement”** means the agreement entered into between the Licensee and the Licensor, detailing, inter alia, the Product(s) being licensed and the Fee payable, of which these terms and conditions form an integral part.
- (b) **“Joining Fee”** means the one time, non-refundable fee paid by the Licensee to the Licensor to receive a Welcome Pack/Printed Materials and to be provided with access to the product/s.
- (c) **“Annual Fee”** means the annual membership license fee paid by the Licensee to the Licensor in order to be provided with continued access to the product/s, including access to the Membership Portal, My-Fieldwork.
- (d) **“Group Company(ies)”** means the Licensor and/or any subsidiary, any direct or indirect holding company, or any subsidiary of a direct or indirect holding company of the Licensor. For these purposes, the terms “subsidiary” and “holding company” are to be construed in accordance with section 1159 and Schedule 6 of the Companies Act 2006.
- (e) **“Licence”** has the meaning given to it in clause 2.
- (f) **“Licensee”** means the entity to whom the License is granted pursuant to and subject to the Agreement and these terms and conditions, as specified in the Agreement.
- (g) **“Licensor”** means Fieldwork Education Limited, a UK limited liability company with registered address at 4th Floor, 18 King William Street, London, United Kingdom EC4N 7BP.
- (h) **“Location”** means the location(s) specified in the Agreement in which the Product can be used.
- (i) **“My-Fieldwork”** means the online membership portal operated by the licensor.
- (j) **“Product”** means the International Early Years Curriculum, International Primary Curriculum, International Middle Years Curriculum, Looking for Learning and/or International Leadership and Management Programme as applicable under the Agreement, and all updates made available for download on My-Fieldwork or otherwise.
- (k) **“Term”** means the period for which the Licence is granted, as specified in the Agreement.
- (l) A reference to (i) the singular includes the plural and vice versa; and (ii) one gender includes all genders.
- (m) The headings used herein are for reference only.

2. Licence

In consideration of, and subject always to, the continued payment of all fees due under the Agreement and these terms and conditions, the Licensor grants to the Licensee a non-exclusive, non-transferable, non-sublicensable licence during the Term to (a) use the Product in the Location for the delivery of lessons only in the Location in accordance with, and subject always to, the terms of this Agreement, and (b) use the Product logo/s hereto (“Logo”) in accordance with the *School Branding Guidelines* or otherwise to the extent expressly agreed to by the Licensor in writing (the “Licence”).

Licensee will not make the Product available to any third party other than teachers and/or students delivering or participating in education at the Location.

The rights granted to Licensee under Section 2 will terminate upon any termination or expiration of the Agreement. Nothing in this Agreement grants the Licensee any right, title or interest in or to the Product or the trademarks, copyright or other intellectual property of the Licensor other than the Licence.

3. Fees and payment

Upon signing the Agreement, the Licensee shall pay a one-time, non-refundable joining fee, in the amount specified in the Agreement (“Joining Fee”).

In addition to the Joining Fee, the Licensee shall pay an annual membership fee in the amount specified in the Agreement (“Annual Fee”).

All fees are payable within 30 calendar days of the date of invoice by electronic transfer of funds for same day value to such account as is

notified to the Licensee by the Licensors, or as otherwise agreed by in writing by the Licensors.

Any sum payable by the Licensee under the Agreement is exclusive of any Value Added Tax chargeable on the supply for which that sum is the consideration (in whole or in part) for Value Added Tax purposes.

If a payment due from the Licensee under this clause 3 is subject to tax (whether by way of direct assessment or withholding at its source), the Licensors shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensors in respect of the payment is the same as it would have been were the payment not subject to tax.

A payment made by the Licensee under the Agreement shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by law.

4. Use

The Licensee shall ensure that the Product and all permitted copies thereof will, at all times, remain under its control and that it will take all reasonable precautions to safeguard the Product against unauthorized use, copying and/or distribution.

At the request of the Licensors, the Licensee shall furnish the Licensors with statements signed by an authorised representative of the Licensee, verifying that the Product and the Logo are being used pursuant to the provisions of this Agreement.

The Licensee shall:

- (a) obtain at its own expense all licences, permits and consents necessary for the use of the Products in the country in which the Location is situated;
- (b) perform its obligations in connection with the provision of the Products with all due skill, care and diligence including good industry practice;
- (c) only make use of the Product for the purposes authorised in this Agreement; and
- (d) comply with all regulations and practices in force or use in the country in which the Location is situated to safeguard the Licensors' rights in the Product.

The Licensee may not use the Product or any information provided by the Licensors pursuant to this Agreement or in connection with the Licence to create any product based on, or substantially similar to, the Product nor use such information in any manner which would be restricted by any copyright subsisting in it.

The Licensee acknowledges that all information, data, messages, documents and materials uploaded or contributed on the Pinboard page of My- Fieldwork ("**User-Uploaded Content**"), are the sole responsibility of the person from which such User-Uploaded Content originated. The Licensee acknowledges and agrees that the Licensors shall have no responsibility for, and does not guarantee, the accuracy, integrity or quality of any User- Uploaded Content placed on the Pinboard page by any of its users.

5. Intellectual Property

The content of the Product, the Logo as well as all materials produced and published by the Licensors in any form, remain the sole property and copyright of the Licensors.

The Licensee understands that the Product contains proprietary and confidential information including but not limited to trade secrets and business information of the Licensors and agrees that except in accordance with this Agreement or with the express written authority of the Licensors, it will not provide or otherwise disclose or make any of the Product available for any reason to any other person, firm, company or organisation.

The Licensee shall not delete or obscure any proprietary marks, disclaimers or other notices contained in or on the Product.

The Licensee will ensure that all of its relevant employees and agents are advised that the Product contains confidential information of the Licensors and that all intellectual property rights in it (including the Logo) vest and are the property of the Licensors, and the Licensee will use its best endeavors to ensure that its employees and agents comply with all the terms and conditions of this Agreement.

6. Termination upon notice

The Licensee may cancel the Agreement at any time by providing the Licensors with at least [30] calendar days' notice in writing, subject to payment of all fees. The Licensors will notify the Licensee of all outstanding fees and costs as soon as reasonable upon receiving a termination notice

The Licensors may cancel the contract for the Services at any time by providing the Licensee with at least [30] calendar days' notice in writing.

7. Termination Events

Without affecting any other right or remedy available to it, the Licensor may terminate this Agreement with immediate effect by giving written notice to the Licensee if:

- (a) the Licensee fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than [7] days after being notified in writing to make such payment;
- (b) the Licensee commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [5] days after being notified to do so;
- (c) the Licensee repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (d) the Licensee suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
- (e) the Licensee commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors, or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Licensee or the appointment of a receiver or administrator or administrative receiver in relation to the Licensee or its assets;
- (f) the Licensee is the subject of a bankruptcy petition or order or other insolvency proceedings, whether voluntary or otherwise ;
- (g) any event occurs, or proceeding is taken, with respect to the Licensee in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; or
- (h) the Licensee suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

8. Action upon Termination

On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:

- (a) all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
- (b) all rights and licences granted pursuant to this Agreement (including the Licence) shall cease, and the Licensee shall cease all use of the Product;
- (c) the Licensee shall co-operate with the Licensor in the cancellation of any licences registered pursuant to this Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and
- (d) the Licensee will return the Product, destroy or delete all copies thereof, immediately cease all use of the Logo and provide the Licensor written confirmation that all copies of the Product (including any supplements thereto) has been returned, destroyed or deleted within 7 days of termination. For the avoidance of doubt, the return, destruction, deletion or retention of the Product will not relieve the Licensee of its obligations under this Agreement.

9. Assignment

The Licensee shall not assign, transfer, mortgage, charge, subcontract, declare a trust over, or deal in any other manner with any or all of its rights under this Agreement without the prior written consent of the Licensor.

The Licensee shall not grant sub-licences under this Agreement.

Licensor may assign its rights and obligations under the Agreement to any Group Company, and will always notify Licensor in writing if this happens, but this will not affect Licensee's rights or Licensor's obligations under the Agreement.

10. Liability

The Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this Agreement.

The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:

- (a) the Licensee's exercise of its rights granted under this Agreement;
- (b) the Licensee's breach or negligent performance or non-performance of this Agreement;
- (c) any claim or action brought against the Licensor by the Licensee or the Licensee's affiliates, agents and/or representatives in connection with their use of the Pinboard page on My-Fieldwork; and/or
- (d) the enforcement of this Agreement.

Nothing in this Agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

11. Data Protection

By signing below, Licensee expressly consents to Licensor and any Group Company holding and processing data relating to the Licensee for legal, personnel, administrative and management purposes.

The Licensee consents to the Licensor making such information available to any Group Company, their advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Consultant or the Group or any part of its business, including where such entities are located outside of the EEA, and for these purposes the Licensee consents to the transfer of its data outside of the EEA.

Licensor shall comply with its data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data pursuant to the Agreement.

12. Governing Law and Arbitration

The Agreement, including these terms and conditions, and all non-contractual or other obligations arising out of or in connection with it are governed by English law.

Any dispute, controversy or claim arising from or connected with this Agreement, including one regarding the existence, validity or termination of this Agreement or the consequences of its nullity and any non-contractual or other dispute (a "Dispute") shall be referred to and finally resolved by arbitration under the Rules of the LCIA.

The arbitral tribunal shall consist of one arbitrator who shall be an English lawyer of at least ten years' standing.

The seat of the arbitration shall be London, England, all hearings shall take place in London, England, and the language of the arbitration shall be English.

The parties waive any right to refer points of law or to appeal to the courts, to the extent that such waiver can validly be made.

13. General

If any provision of this Agreement is found to be unlawful, void or unenforceable, then that provision shall be severed from this Agreement and will not affect the validity and enforceability of any of the remaining provisions.

Any failure or delay by Licensor in enforcing its rights under the Agreement will not constitute a waiver of those rights.

14. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same agreement.