

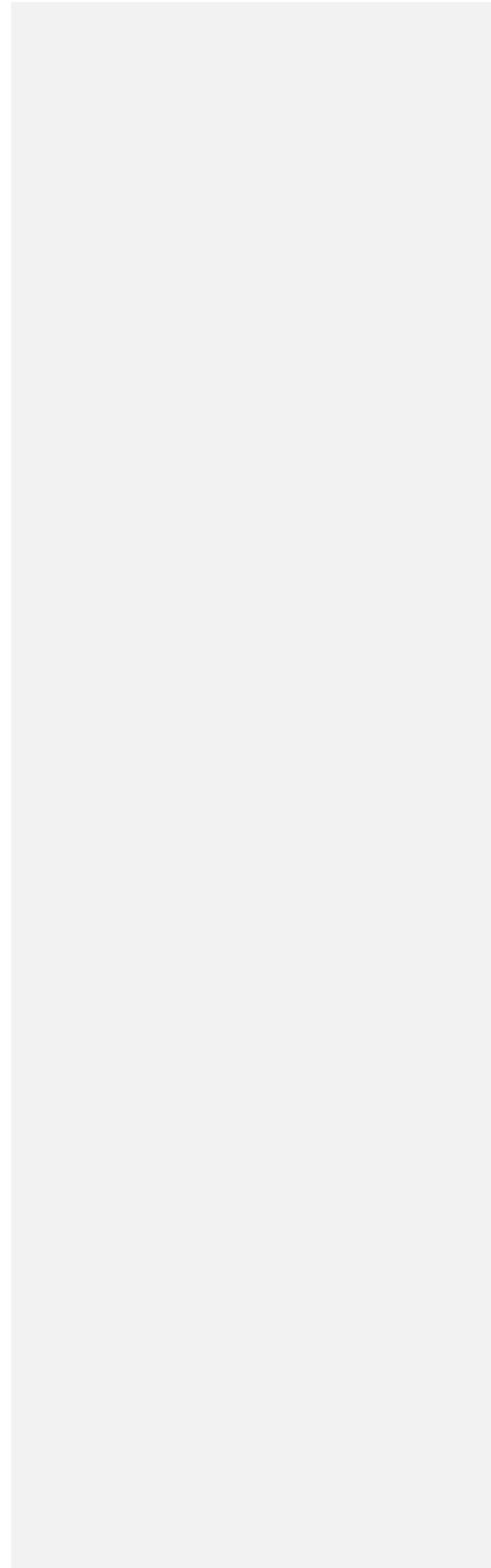


DramEd

Imagination Matters



Licence agreement



This agreement is dated 2019

PARTIES

- (1) **DRAMED LIMITED**, incorporated and registered in England & Wales with company number [12101031], whose registered office is at [The Workary, Cherington Road, Hanwell, London, W7 3hl] (Licensor); and
- (2) [NAME] of [ADDRESS] (Licensee).

Commented [1]: I have presumed an English company is to be incorporated. I have not been able to identify any such company at Companies House.

BACKGROUND

- (A) The Licensor owns the intellectual property rights in the Licensed Rights and in the Materials (as defined below).
- (B) The Licensor has agreed to grant a licence to the Licensee to use the intellectual property rights in the Licensed Rights and in the Materials on the terms set out in this agreement.

1. DEFINITIONS & INTERPRETATION

1.1. Definitions

In this agreement, unless the context otherwise requires:-

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Classes: Any educational drama and/or movement class for children offered by the Licensee based on the Licensed Rights and the Materials.

Commencement Date: the date of this agreement [or date].

Confidential Information: all confidential information (however recorded or preserved) disclosed by the Licensor or its Representatives (as defined below) to the Licensee and the Licensee's Representatives whether before or after the date of this agreement, including:

- (a) the existence and terms of this agreement;
- (b) any information (whether or not technical) provided by the Licensor to the Licensee that would be regarded as confidential by a reasonable business person.

Day: a period of 24 consecutive hours ending at 12.00 midnight.

Intellectual Property: patents, utility models, rights to inventions, copyright and neighbouring and related rights, rights in software, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database

rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

Licensed Rights: the Intellectual Property rights in the Materials.

Licensor's Business: the business undertaken by the Licensor of providing or facilitating the provision of educational drama and movement classes to children,

Materials: the Materials described in Schedule 1.

Permitted Purpose: the provision of Classes and/or the advertising thereof.

Representatives: in relation to a party, its employees, officers, representatives and advisers.

Restricted Business: the Licensor's Business or the business of any other licensee of the Licensor that is similar to the Licensor's Business.

Restricted Customer: any firm, company or person who, during the 12 months prior to the date of termination of this agreement, was a customer of or in the habit of dealing with the Licensee.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Week: any period of seven consecutive days.

Year: any period of 12 consecutive months.

1.2. Interpretation

In this agreement, the following rules of interpretation apply unless the context requires otherwise:

- 1.2.1. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 1.2.2. a reference to a **person** includes a body corporate, an unincorporated body or other entity and conversely;
- 1.2.3. a reference to a clause or schedule is to a clause or schedule of this agreement unless otherwise specified;
- 1.2.4. a reference to any party to this agreement or any other agreement or document includes that party's agents, sub-contractors, successors or permitted assigns;

- 1.2.5. a reference to any agreement or document is to that agreement or document as amended, notated, supplemented, varied or replaced from time to time, except to the extent prohibited by this agreement;
- 1.2.6. a reference to any legislation or any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- 1.2.7. a reference to **pounds** or **£** is to pounds sterling, unless otherwise specified;
- 1.2.8. a reference to a right or obligation of any two or more persons confers that right or imposes that obligation, as the cause may be, jointly or severally;
- 1.2.9. a reference to **conduct** includes any omission, statement or undertaking, whether or not in writing; and
- 1.2.10. a reference to **includes** means “includes without limitation”.

2. LICENCE

- 2.1. **Licence.** In consideration of the payments to be made in clause 4, below, the Licensor hereby grants to the Licensee a non-exclusive licence to use the Licensed Rights throughout the world for the term of this agreement.
- 2.2. **Exercise of Licence.** The Licensee:
 - 2.2.1. shall exercise the Licence in accordance with the provisions of this agreement and for the Permitted Purpose;
 - 2.2.2. acknowledges and agrees that the exercise of the licence granted to the Licensee under this agreement is subject to all applicable laws, enactments, regulations and other similar instruments where the licence is exercised, and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.
- 2.3. **Risk acknowledgment.** The Licensee acknowledges that:
 - 2.3.1. the Licensor has made no representations about the Licensed Rights, or the Materials.
 - 2.3.2. it has received independent advice before entering into this agreement.

3. COMMENCEMENT DATE AND TERM

- 3.1. **Term.** The initial term of this agreement is **[?]** years from the Commencement Date (subject to earlier termination in accordance with clause 11 below).

3.2. **Expiry.** Unless it is terminated earlier under clause 11, this agreement shall expire at the end of the Term.

4. ROYALTY

4.1. **Initial Royalty.** On the Commencement Date, the Licensee shall pay to the Licensor the sum of £[] and that sum shall not be returnable nor available for credit.

4.2. **Subsequent Royalty.** The Licensee shall pay to the Licensor the sum of £[] monthly in arrears with effect from the Commencement Date (**Subsequent Royalty**). The Subsequent Royalty shall be paid on the 21st of each month.

4.3. **Increase in the Subsequent Royalty.** The Licensor reserves the right to increase the Subsequent Royalty.

4.4. **Notice of increase.** The Licensor will provide the Licensee with notice in writing indicating any increase in the Subsequent Royalty, such increase being applicable from the date of the notice thereafter.

Commented [2]: Or should it just be notice by website?

4.5. **Payment method.** Unless the Licensor otherwise notifies the Licensee in writing, the Licensee shall make all payments in sterling by direct debit via stripe.com.

4.6. **VAT.** All payments made by the Licensee under this agreement are exclusive of VAT. If any payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Licensor, the Licensee shall increase that payment by an amount equal to the VAT that is chargeable for the taxable or deemed taxable supply in question, provided that the Licensor shall have delivered a valid VAT invoice for the VAT to the Licensee. If the Licensee fails to comply with its obligations under this clause, it shall additionally pay all interest and penalties, which thereby arise to the Licensor. If any VAT invoice is delivered to the Licensee after the relevant payment has been made, the Licensee shall pay the VAT due within five business days of the Licensor delivering a valid VAT invoice.

4.7. **Invoicing.** Unless otherwise agreed between the parties, the Licensor shall issue all invoices to the Licensee via stripe.com.

5. LICENSEE'S OBLIGATIONS

5.1. The Licensee for the duration of this agreement comply with the obligations set out in this clause.

5.2. **Brand Protection.** The Licensee shall:

5.2.1. not do anything that could or might in the sole opinion of the Licensor bring the Licensor's Business into disrepute or damage the reputation of the Licensor's Business; and

5.2.2. not provide any information to the media about the Licensor's Business unless the Licensor's prior written consent has been obtained.

5.3. **Disclosure of information.** The Licensee shall:

- 5.3.1. without delay, inform the Licensor of any possible or actual improvement or modification to the Licensed Rights or the Materials;
- 5.3.2. supply the Licensor with such information as to the use of the Licensed Rights or the Materials in such form and at such times as the Licensor may from time to time reasonably require.

5.4. **Miscellaneous.** The Licensee shall:

- 5.4.1. only make use of the Licensed Rights or the Materials for the Permitted Purpose;
- 5.4.2. shall not, nor directly or indirectly assist any other person to, do or omit to do anything to diminish the rights of the Licensor in the Materials;
- 5.4.3. comply with all regulations and practices in force or use to safeguard the Licensor's rights in the Materials;
- 5.4.4. not make any representation, warranty or promise on behalf of the Licensor;
- 5.4.5. not represent that the Licensee is authorised to enter into contracts on behalf of the Licensor or is otherwise acting as the Licensor's agent;
- 5.4.6. ensure that all Classes are carried out substantially in accordance with the directions contained within the Materials and, in particular, ensure that each class commences with the appropriate "welcome song", as set out in the Materials;
- 5.4.7. ensure that all Classes are provided in a manner that ensure the safety of their participants.

6. SUB-LICENCING

- 6.1. **No sub-licencing.** The Licensee shall not (and shall not purport to) grant sub-licences under this agreement.

7. COMPLIANCE WITH LAWS AND POLICIES

- 7.1. **Compliance generally.** Each party shall at its own expense comply with all laws and regulations relating to its activities under this agreement, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.

8. LIABILITY, INDEMNITY AND INSURANCE

- 8.1. **Liability.** To the fullest extent permitted by law, 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.

- 8.2. **Indemnity.** The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including 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:
- 8.2.1. The Licensee's exercise of the rights granted to it under this agreement;
 - 8.2.2. The Licensee's breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied or put into use by the Licensee;
 - 8.2.3. The enforcement of this agreement;
 - 8.2.4. Any claim made against the Licensor by a third party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees or subcontractors.
- 8.3. **Notification of claim.** If any third party makes a claim, or notifies an intention to make a claim, against the Licensor which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the Licensor shall:
- 8.3.1. as soon as reasonably practicable, give written notice of the Claim to the Licensee, specifying the nature of the Claim in reasonable detail;
 - 8.3.2. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensee;
 - 8.3.3. give the Licensee and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Licensor, so as to enable the Licensee and its professional advisers to examine them and to take copies (at the Licensee's expense) for the purpose of assessing the Claim; and
 - 8.3.4. subject to the Licensee providing security to the Licensor to the Licensor's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the Licensee may reasonably request to avoid, dispute, compromise or defend the Claim.
- 8.4. **Tax indemnity.** If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.

- 8.5. **Insurance.** The Licensee shall, at its expense, carry product liability and comprehensive general liability insurance coverage of £10,000,000 increasing annually in accordance with the UK Retail Prices Index. The Licensee shall ensure that such insurance policy names the Licensor as co-insured with the Licensee and remains in effect throughout the duration of this agreement and for a period of 6 years after termination or expiry of the agreement, and shall supply the Licensor with a copy of such policy on request.
- 8.6. **Duty to mitigate.** Nothing in this clause shall restrict or limit the Licensor's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.
- 8.7. **Death and personal injury.** Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.
- 8.8. **Failure to insure.** If the Licensee fails to take out and maintain such policies, the Licensor may do so and the Licensee shall reimburse the Licensor for all costs and expenses incurred in doing so.

9. CONFIDENTIAL INFORMATION

- 9.1. The provisions of this clause shall not apply to any Confidential Information that:
- 9.1.1. is or becomes generally available to the public (other than as a result of its disclosure by the Licensee or its Representatives in breach of this clause);
 - 9.1.2. was available to the Licensee on a non-confidential basis before disclosure by the Licensor;
 - 9.1.3. was, is or becomes available to the Licensee on a non-confidential basis from a person who, to the Licensee's knowledge, is not bound by a confidentiality agreement with the Licensor or otherwise prohibited from disclosing the information to the Licensee; or
 - 9.1.4. the parties agree in writing is not confidential or may be disclosed.
- 9.2. The Licensee shall keep the Licensor's Confidential Information confidential and shall not:
- 9.2.1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement, including for the Permitted Purpose; or
 - 9.2.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.
- 9.3. The Licensee may disclose the Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

9.3.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

9.3.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.

9.4. The Licensee may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Licensor as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Licensor in relation to the content of such disclosure.

9.5. On termination of this agreement, the Licensee shall:

9.5.1. destroy or return to the Licensor all documents and materials (and any copies) containing, reflecting, incorporating or based on the Licensor's Confidential Information;

9.5.2. erase all the Licensor's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

9.5.3. certify in writing to the Licensor that it has complied with the requirements of this clause, provided that the Licensee may retain documents and materials containing, reflecting, incorporating or based on the Licensor's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

10. INTELLECTUAL PROPERTY

10.1. **Licensee's obligation to report.** If the Licensee learns of any threatened or actual infringement of the Licensed Rights, or of any circumstance which suggests that the use of the Licensed Rights may infringe the intellectual property of a third party, it shall immediately inform the Licensor, giving all such details as the Licensor requests.

10.2. **Conduct of IP proceedings.** In respect of any of the matters listed in clause 10.1:

10.2.1. the Licensor shall, at his absolute discretion, decide what action to take, if any;

10.2.2. the Licensor shall have exclusive control over and conduct of all claims and proceedings;

- 10.2.3. the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that they may reasonably require in the conduct of any claims or proceedings; and
- 10.2.4. the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for his own account.
- 10.3. **Excluded legislation.** The provisions of each of the following provisions (or equivalent legislation in any jurisdiction) are expressly excluded:
 - 10.3.1. sections 101, 101A and 234 of the Copyright, Designs and Patents Act 1988 (**CDPA**);
 - 10.3.2. section 24(F) of the Registered Designs Act 1949;
 - 10.3.3. section 67(1) of the Patents Act 1977; and
 - 10.3.4. section 30 of the Trade Marks Act 1994.
- 10.4. **No warranty.** Nothing in this agreement shall constitute any representation or warranty that:
 - 10.4.1. any of the Licensed Rights are valid;
 - 10.4.2. any of the Licensed Rights (if an application) shall proceed to grant or, if granted, shall be valid; or
 - 10.4.3. the exercise by the Licensee of rights granted under this agreement will not infringe the rights of any person.
- 10.5. **Intellectual property obligations of Licensee.** The Licensee shall:
 - 10.5.1. not use the Intellectual Property Rights in combination with any other trademarks, service marks or other Intellectual Property unless expressly approved by the Licensor
 - 10.5.2. not apply for registration of any of the Licensed Rights (or any intellectual property that is confusingly similar to the Licensed Rights) in its own name, in any part of the world;
 - 10.5.3. not use the Licensed Rights other than as specifically permitted by this agreement;
 - 10.5.4. not use any intellectual property that is confusingly similar to the Licensed Rights;
 - 10.5.5. not do anything that may adversely affect the Licensed Rights or the Licensor's right or title to it; and
 - 10.5.6. immediately stop using specific advertising or promotional material or packaging on receipt of a request by the Licensor to do so.

11. TERMINATION

- 11.1. **Termination for cause.** The Licensor may terminate this agreement with immediate effect (or following such notice period as it sees fit) without prejudice to any of its rights or remedies, by giving written notice to the Licensee if:
- 11.1.1. the Licensee fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after that due date;
 - 11.1.2. the Licensee commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - 11.1.3. the Licensee repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that his or her conduct is inconsistent with having the intention or ability to give effect to the terms of this agreement;
 - 11.1.4. the Licensee gives to the Licensor any false or misleading information, or makes any misrepresentation in connection with obtaining this agreement or for its duration;
 - 11.1.5. the Licensee purports to assign any of the rights or licences granted under this agreement;
 - 11.1.6. the Licensee fails to obtain any written approval or consent of the Licensor as expressly required by this agreement;
 - 11.1.7. the Licensee suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, bankrupt, unable to pay his or her debts as they fall due for payment, or admits inability to pay his or her debts;
 - 11.1.8. the Licensee commences negotiations with all or any class of his or her creditors with a view to rescheduling any of his or her debts, or enters into any composition or arrangement with his or her creditors generally;
 - 11.1.9. the Licensee is the subject of a bankruptcy petition or order;
 - 11.1.10. any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the Licensee or any part of his or her business or assets;
 - 11.1.11. a creditor or encumbrancer of the Licensee attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of his or her assets and such attachment or process is not discharged within 14 days;

- 11.1.12. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the above clauses (inclusive);
 - 11.1.13. the Licensee dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or the court has made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005 in respect of the Licensee;
 - 11.1.14. the Licensee is convicted of a criminal offence; or
 - 11.1.15. the Licensee is in breach of any of its compliance obligations under this agreement.
- 11.2. **Termination by notice.** Either party may terminate this agreement on 10 days' written notice to the other party.

12. CONSEQUENCES OF TERMINATION

- 12.1. **Effect of termination on business.** On termination or expiry of this agreement for any reason any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect and, in particular, clauses 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 19, 23, 25, 26, 27 and 29.
- 12.2. **Accrued rights.** Any termination or expiry of this agreement shall not affect any rights or liabilities that have accrued prior to such termination or expiry.
- 12.3. **Cessation of business.** On termination or expiry of this agreement for any reason, the Licensee shall:
- 12.3.1. immediately pay the Licensor the full amount of all sums due from the Licensee to the Licensor together with any interest payable;
 - 12.3.2. not hold the Licensee out as a licensee of the Licensor or do anything that may indicate any relationship between them and the Licensor;
 - 12.3.3. immediately stop using the Licensed Rights and the Materials;
 - 12.3.4. return or at the option of the Licensor, destroy, all copies of all materials created as a result of or containing the Licensed Rights or otherwise provided by the Licensor to the Licensee under this agreement (including the Materials);
 - 12.3.5. take all other steps and in particular execute and deliver to the Licensor all documents necessary to comply with its obligations under this agreement; and

- 12.3.6. enable the Licensor to enter the Licensee's premises and gain access to the Licensee's systems and data in order to verify compliance with this clause.

13. RESTRICTIONS

- 13.1. **Restrictions on Licensee.** In order to protect the confidential information, trade secrets and business connections of the Licensor and the Licensor's other licensees, the Licensee covenants with the Licensor as follows:
 - 13.1.1. **No soliciting of Restricted Customers.** The Licensee shall not during the Term or for 12 months after termination or expiry of this agreement, solicit or endeavour to entice away from the Licensor or any other licensee of the Licensor the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with a Restricted Business.
 - 13.1.2. **No soliciting of certain employees.** The Licensee shall not during the Term or for 12 months after termination or expiry of this agreement, in the course of any business concern which is in competition with or similar to a Restricted Business offer to employ or engage, or otherwise endeavour to entice away any employee of the Licensor or any employee of any other licensee of the Licensor who could materially damage the interests of the Licensor or any other licensee of the Licensor.
 - 13.1.3. **No involvement with competitive businesses.** The Licensee shall not during the Term, or for 12 months after termination or expiry of this agreement, be involved as agent, consultant, director, employee, owner, partner or shareholder with any business concern which is (or intends to be) in competition with a Restricted Business.
 - 13.1.4. **No business with Restricted Customers.** The Licensee shall not during the Term, or for 12 months after termination of this agreement, be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with a Restricted Business.
 - 13.1.5. **No representations about connexions with Licensor.** The Licensee shall not at any time after termination of this agreement, represent themselves as connected, in any way, with the Licensor.
- 13.2. **Restrictions apply to indirect as well as direct activities.** The restrictions imposed on the Licensee by this clause apply to him or her acting:
 - 13.2.1. directly or indirectly; and
 - 13.2.2. on his or her own behalf or on behalf of, or in conjunction with, any firm, company or person.

14. DATA PROTECTION

14.1. Definitions.

Agreed Purposes: the purposes of exercising the respective party's rights or carrying out its obligations under this agreement

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Permitted Recipients: The parties to this agreement, the employees and contractors of each party, any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: the personal data to be shared between the parties under this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- The names of current and potential customers of customers.
- Their geographical and email addresses.
- Their home and mobile telephone numbers.

14.2. **Shared Personal Data.** The provisions which follow set out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes. Each party shall:

14.2.1. ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;

14.2.2. give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Data Recipients, their successors and assigns;

14.2.3. process the Shared Personal Data only for the Agreed Purposes;

- 14.2.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 14.2.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this agreement;
- 14.2.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- 14.2.7. not transfer any personal data received from the Data Discloser outside of the European Economic Area unless the following conditions are fulfilled:
- complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 14.3. **Compliance.** Each party shall comply with the Data Protection Legislation and agrees that any material breach of the Data Protection Legislation shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 14.4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 14.4.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 14.4.2. promptly inform the other party about the receipt of any data subject access request or any request from a data subject to erase or rectify Shared Personal Data and provide the other party with reasonable assistance in complying with any such request;
- 14.4.3. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party;
- 14.4.4. assist the other party, at the cost of the other party, 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;

- 14.4.5. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 14.4.6. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
 - 14.4.7. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 14.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause; and
 - 14.4.9. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
- 14.5. **Indemnity.** Each party shall indemnify the other against all claims and proceedings and all liability, loss, costs and expenses incurred by the other as a result of any claim made or brought by a data subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by the other party of the Data Protection Legislation by that party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

15. **ASSIGNMENT**

- 15.1. **No assignment by Licensee.** This agreement is personal to the Licensee, who may not, without the prior written consent of the Licensor (which may be withheld by the Licensor for any reason), assign, transfer, mortgage, charge, declare a trust of, sub-contract, delegate or deal in any other manner with this agreement or any of his or her rights and obligations under it or purport to do any of the same.
- 15.2. **Freedom of Licensor to assign.** The Licensor may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of any other party's obligations or any benefit arising under this agreement.
- 15.3. **Disclosure in connection with assignment.** If the Licensor is contemplating an assignment pursuant to clause 15.2, notwithstanding any confidentiality obligations under this agreement, the Licensor may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is necessary to disclose for the purposes of the proposed assignment;

- 15.4. **Consequences of assignment by Licensor.** If there is an assignment pursuant to clause 15.2:
- 15.4.1. the Licensee may discharge his or her obligations under this agreement to the Licensor until they receive written notice of the assignment;
 - 15.4.2. the assignee may enforce this agreement as if it were a party to it, but the Licensor shall remain liable for its obligations under this agreement; and
 - 15.4.3. the liability of the Licensee to any assignee shall not be greater than his or her liability to the Licensor.
- 15.5. **No agency.** Each party to this agreement is acting on its own behalf and not for the benefit of another person.

16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1. **CEDR Model Mediation Procedure.** If any dispute arises in connection with this agreement, the parties shall attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party shall give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.
- 16.2. **Start of mediation.** The mediation shall start not later than 30 days after the date of the ADR notice. The commencement of a mediation shall not prevent the parties commencing or continuing court proceedings.

17. PAYMENTS

- 17.1. **No deductions.** All royalties and other sums payable under this agreement shall be paid free and clear of all deductions and withholdings (including any set-off or counterclaim) unless the deduction or withholding is required by law. If any deduction or withholding is required by law, the Licensee shall pay to the Licensor any sum as will, after the deduction or withholding has been made, leave the Licensor with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- 17.2. **Use of the Licensed Rights.** If the Licensee fails to make any payment due to the Licensor under this agreement by the due date for payment, then the Licensee will, from that Due Date, have no right to use the Licensed Rights or the Materials until such time as payment is made.
- 17.3. **Interest.** If any party fails to make any payment due to the other under this agreement by the due date for payment, then, the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

18. FORCE MAJEURE

- 18.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

19. FURTHER ASSURANCE.

- 19.1. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

20. ENTIRE AGREEMENT

- 20.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21. VARIATION

- 21.1. No variation of this agreement will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of signature of the Schedule.

22. NO WAIVER

- 22.1. No failure to exercise and no delay in exercising any right, power or remedy, under this agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

23. SEVERABILITY

- 23.1. In the event of any part of this agreement being or becoming void or unenforceable then that part shall be severed from this agreement.
- 23.2. All other clauses within this agreement shall not be or shall not become void or unenforceable, shall remain in full force and effect and be unaffected by any severance of the unenforceable or void clause.

24. NOTICES

- 24.1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- 24.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 25.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
- 24.3. This clause shall not apply to the service of any proceedings or other documents in any legal action, arbitration or other method of dispute resolution.

25. NO THIRD PARTY RIGHTS.

- 25.1. No one other than a party to this agreement shall have any right to enforce any of its terms.

26. ANNOUNCEMENTS.

- 26.1. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

27. NO PARTNERSHIP OR JOINT VENTURE.

- 27.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 27.2. The Licensee will incorporate into its business terms with its customers and shall display on its premises so as to be visible to its customers before they do business with the Licensee a disclaimer making clear to its customers and visitors the fact that Licensor and Licensee are separate legal entities and that neither is the partner or agent of the other.

28. COUNTERPARTS.

- 28.1. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 28.2. Transmission of an executed signature page of a counterpart of this agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

29. **GOVERNING LAW AND JURISDICTION**

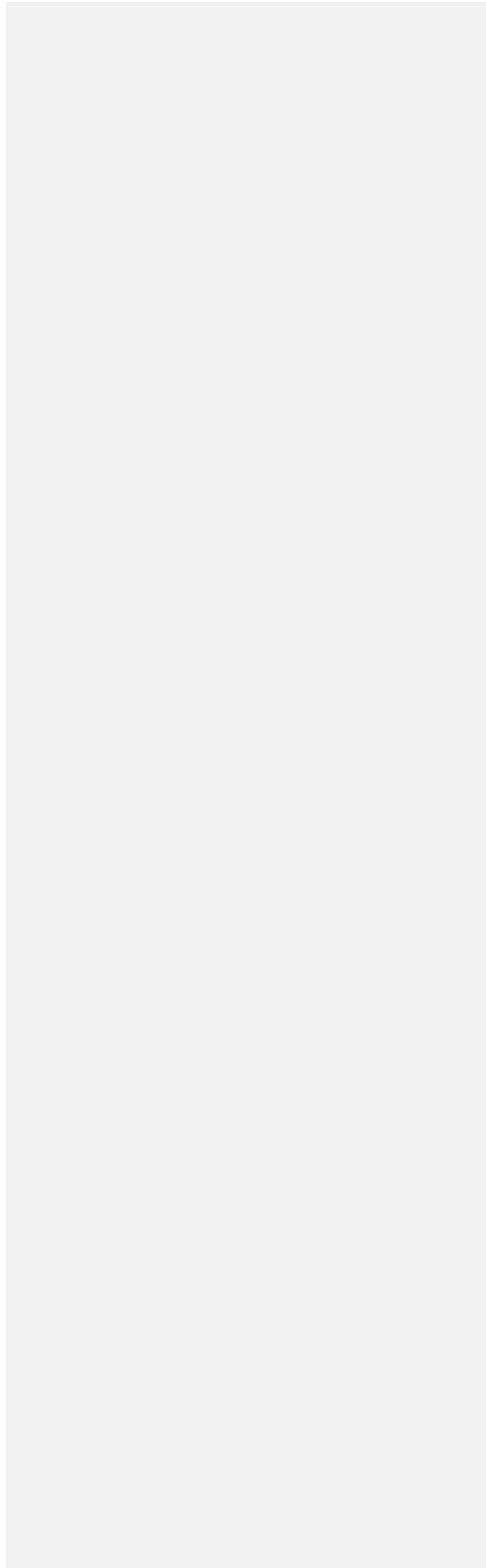
- 29.1. **Governing law.** This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 29.2. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by **[NAME OF DIRECTOR]** on behalf of the Licensor

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Signed by the Licensee, **[NAME OF LICENSEE]**

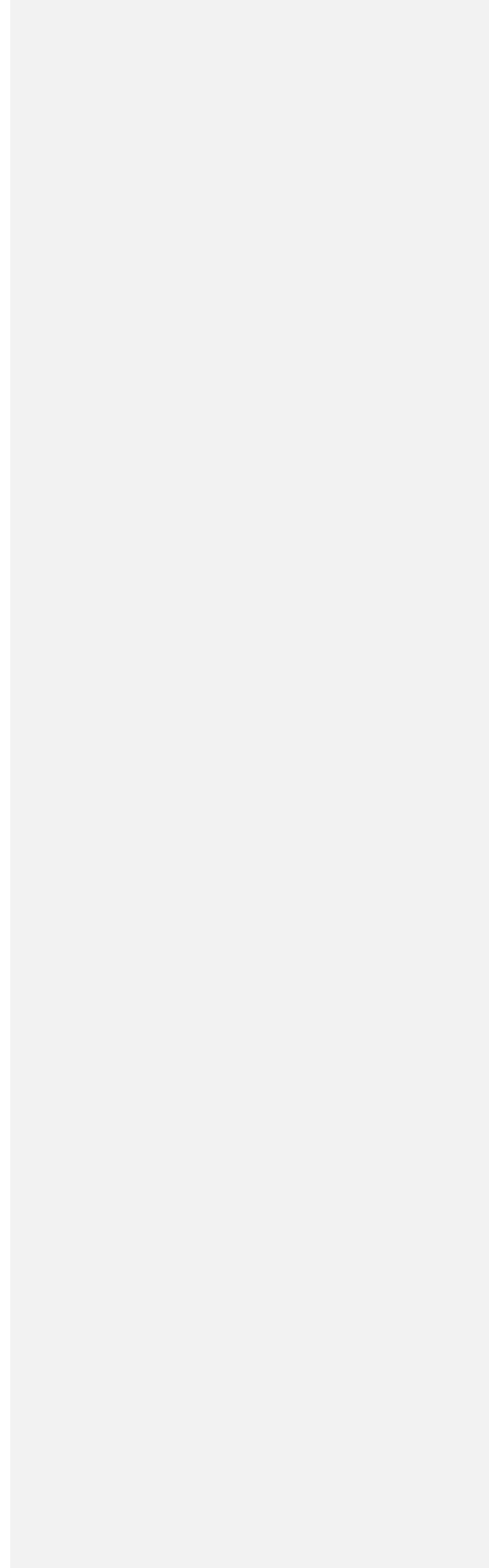
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SCHEDULE 1 – LICENSED RIGHTS

All Intellectual Property in the Materials, including (but not limited to):

[Trademark details]



SCHEDULE 2 – MATERIALS

1. The operational manual.
2. Videos