

Terms and conditions for Jisc Step up services

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following words and expressions shall have the following meanings:

Agreement	the Order Form and these terms and conditions;
Anti-Slavery Policy	Jisc's anti-slavery policy which can be found at https://www.jisc.ac.uk/about/corporate/slavery-and-human-trafficking-statement ;
Applicable Law	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;
Background IPR	any and all IPR owned, controlled, created and/or developed by Jisc either (i) prior to the Commencement Date, or (ii) on or after the Commencement Date but arising other than during the course of and for the purposes of the provision of the Services or (iii) arising as a result of the provision of the Services but being IPR deriving from the development of the pre-existing IPR; for the avoidance of doubt, Background IPR shall include any IPR in the Jisc Materials
Bribery Legislation	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the Bribery Legislation;
Business Days	every day excluding Saturdays, Sundays and any national holidays throughout the United Kingdom;
Commencement Date	as set out in the Order Form;
Confidential Information	any information, whether contained in documents, drawings, diagrams, models, programs or otherwise, relating to the proprietary, technological, business and technical matters of a Party;
Deliverables	the deliverables listed as such in Order Form, which are to be provided by Jisc to the Client as part of the Services;
Fee(s)	the fee specified in The Order Form;
Force Majeure Event	any cause beyond a Party's reasonable control affecting the performance of its obligations under this Agreement, including without limitation the illness or incapacity of the Key Personnel;
Group	in relation to a Party: the Party, its subsidiaries, its holding companies and any subsidiaries of such holding companies, where "subsidiary" and "holding company" have the meanings ascribed to those terms in section 1159 of the Companies Act 2006;
IPR	patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, design right, trade secrets, know how and all similar property

	rights in inventions, computer programs, designs and Confidential Information and other intellectual property rights whatsoever and wherever subsisting;
Jisc Materials	any documents, equipment, tools, specifications, data, reports, computer software or other materials belonging to Jisc that are to be used by Jisc in the course of the Services and which are listed in Schedule 1 (if any);
Key Personnel	as set out in the Order Form;
Modern Slavery Legislation	the Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with all applicable anti-slavery and human trafficking laws, statutes, regulations, guidance or codes of practice issued by the relevant government department;
Order Form	the form included with these terms and conditions that sets out the commercial arrangements associated with the delivery of the Services;
Services	the services described in the Order Form;
Termination Date	as set out in the Order Form;
VAT	value added tax, payable under English law, and any similar additional tax.

- 1.2. References in this Agreement to a "Party" or "Parties" refer to a party or the parties to this Agreement, as applicable.
 - 1.3. References to Clauses and Schedules refer to the clauses in or schedules to this Agreement unless the context requires otherwise.
 - 1.4. Reference to words in the singular also include the plural and vice versa where the context requires.
 - 1.5. Phrases introduced by the terms "including", "in particular", "such as" or any similar expression are illustrative and shall not limit the sense of the words following those terms.
 - 1.6. The headings in this Agreement are for ease of reference only and shall not be taken into account in its construction or interpretation.
 - 1.7. References in this Agreement to any statute or statutory provision include, unless the context otherwise requires, references to that statute or provision as from time to time amended, extended or re-enacted.
- 2. PROVISION OF THE SERVICES**
- 2.1. Subject to the Client fulfilling its obligations under this Agreement, and unless terminated earlier by either Party in accordance with the terms and conditions of this Agreement, Jisc will provide the Services to the Client from the Commencement Date until the Termination Date.
 - 2.2. Upon receipt of the completed Deliverables (or any of them) from Jisc, the Client shall have 5 Business Days in which to accept or reject them. If the Client does not expressly reject the Deliverables (or any of them) within such time period, they will be deemed accepted. Where the Client rejects any Deliverable, which it may only do on reasonable grounds and by specifying clearly to Jisc the remedial work that it reasonably regards as necessary, then Jisc shall have a further reasonable period in which to remedy the problem(s),

and the provisions of this clause shall reapply in respect of any resubmitted Deliverables.

- 2.3. Jisc shall provide the Services with reasonable skill and care, in accordance with and subject to the terms and conditions of this Agreement.
- 2.4. Jisc will use reasonable endeavours to ensure the continuity of its personnel and their involvement in the Services.
- 2.5. If any change to the nature or scope of the Services or any other aspect of this Agreement is identified as being desirable by either the Client or Jisc, a request may be submitted to the other Party to effect such change. Any such request will be sufficiently detailed to enable the other Party to assess the impact of the proposed change. Any change to the nature or scope of the Services or any other aspect of this Agreement will only become effective when Jisc provides written confirmation (including by e-mail) of the agreed change and any applicable terms.

3. PAYMENT

- 3.1. In consideration for the provision of the Services, the Client will pay Jisc the Fees, in accordance with the provisions of this Clause 3 and the Order Form. Where the Fee is fully discounted Jisc acknowledges that sufficient consideration for the provision of the Services has been received.
- 3.2. The Fees will become due and payable in accordance with the payment profile set out in the Order Form.
- 3.3. Promptly, following the Commencement Date, Jisc will deliver and itemised invoice to the Client detailing the Fees due. All invoices will be paid by the Client in full and cleared funds within 30 days of the date of invoice, to the bank account specified by Jisc in writing. All such amounts shall be paid by the Client without any set-off or deduction.
- 3.4. VAT has not been included on any amounts specified hereunder. VAT shall be added by Jisc to all invoices as appropriate and at the applicable rate and shall be payable by the Client accordingly.
- 3.5. Without prejudice to any other right or remedy that Jisc may have, if the Client fails to pay Jisc within the time period specified in Clause 3.3, Jisc reserves the right:
 - 3.5.1. to charge the Client interest on the overdue amount at the rate of 4% per annum above HSBC'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 Client shall pay the interest together with the overdue amount; and
 - 3.5.2. to suspend the provision of the Services until payment has been made in full.

4. CLIENT'S OBLIGATIONS

- 4.1. The Client agrees that it shall use its reasonable endeavours to assist and co-operate with (and its third party contractors where applicable) so as to ensure the smooth and efficient delivery of the Services and their satisfactory completion. The Client shall ensure that its personnel co-operate fully with Jisc in relation to the provision of the Services.
- 4.2. The Client shall promptly provide Jisc with such information and documents as Jisc may reasonably request for the proper performance of its obligations hereunder and be responsible for ensuring that such information is true, accurate, complete and not misleading in any material respect. Jisc will not be liable for any defect or error in the provision of the Services due to the inaccuracy or incompleteness of information provided to it by the Client or a third party.
- 4.3. The Client hereby indemnifies Jisc against any and all losses, damages and costs, including legal fees, suffered or incurred by Jisc in relation to any injury to its agents, employees or other representatives, or in relation to any loss or damage to its property, while such persons or property are on the Client's premises, other than in relation to injury to persons or loss or damage to property caused by Jisc's negligence.

5. INTELLECTUAL PROPERTY

- 5.1. Title to and ownership of all Background IPR and the Jisc Materials shall remain with Jisc.
- 5.2. Subject to payment in full of the Fees and any other sums owed by the Client to Jisc, Jisc hereby grants the Client a non-exclusive, worldwide licence of all such IPR in the

Deliverables as is necessary to enable the Client to make reasonable use of the Deliverables for all normal business purposes.

- 5.3. Each Party undertakes that at the request of the other, it will do all acts and things and execute all deeds and documents that may be reasonably necessary to evidence the rights licensed hereunder.

6. WARRANTIES

- 6.1. Each Party warrants that it has the right, title and authority to enter into and perform its obligations under this Agreement.
- 6.2. Each Party warrants that:
 - 6.2.1. in relation to this Agreement and its subject matter, neither it nor any of its employees, sub-contractors or agents or others performing services on its behalf has done (or agreed to do) or will do (or agree to do) anything which constitutes a breach by that Party of any Bribery Legislation;
 - 6.2.2. it shall, at all times during the Term comply with Modern Slavery Legislation and Anti-Slavery Policy and require that each of its sub-contractors shall comply with the Modern Slavery Legislation and Anti-Slavery Policy;
 - 6.2.3. it has in place, and will at all times during the Term continue to have in place, adequate procedures designed to prevent any person associated with it from committing an offence under the Bribery Legislation and as a minimum such procedures comply, and will at all times during the Term comply, with the most recent guidance issued from time to time by the Secretary of State pursuant to the Bribery Act 2010;
 - 6.2.4. it will comply with, monitor and enforce the procedures referred to in Clause 6.2.; and
 - 6.2.5. it will not 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;
- 6.3. Jisc does not undertake that the Services will lead to any particular result, nor can any particular outcome from due performance of the Services be guaranteed.
- 6.4. Except as expressly provided in this Agreement, all representations, conditions and warranties, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

7. LIMITATIONS ON LIABILITY

- 7.1. Nothing in this Agreement will limit or exclude the liability of either Party for death or personal injury arising out of its negligence, or for its fraud.
- 7.2. Subject to Clause 7.1, in no circumstances will either Party be liable to the other Party for:
 - 7.2.1. for any indirect, special or consequential loss arising out of or in connection with this Agreement (including without limitation any loss of business, revenue, profits, anticipated savings or goodwill), whether or not that Party had been advised or knew of the likelihood of that loss or type of loss arising; or
 - 7.2.2. any delay or failure in performance of any part of this Agreement (other than in respect of payment obligations), to the extent such delay or failure is attributable to a Force Majeure Event, so long as a Party which is prevented from carrying out its obligations as a result of a Force Majeure Event notifies the other Party forthwith and agrees an action plan with the other Party, where practicable (at the cost of the Party prevented from carrying out its obligations as a result of the Force Majeure Event), to mitigate the effects of the Force Majeure Event on the provision of the Services in accordance with this Agreement.
- 7.3. Any data, results or other information or material provided to the Client by Jisc as part of the Services, including without limitation the Deliverables (together, the "Results") are provided for the Client's use only and may not be relied upon

in any way by any third party and Jisc shall have no liability to any third party in respect of the Results.

7.4. Subject to Clause 7.1 but without prejudice to Clause 7.2, Jisc's maximum aggregate liability under or in connection with this Agreement or its subject matter, whether in contract, tort or otherwise, will not exceed the amount of the Fee paid or payable by the Client.

7.5. The Client undertakes to make no claim and take no action against any employee, subcontractor, agent or other representative of Jisc in connection with this Agreement.

8. CONFIDENTIALITY

8.1. In consideration of each Party (the "Disclosing Party") disclosing or procuring the disclosure to the other Party (the "Receiving Party") of Confidential Information, each Party undertakes, subject to Clauses 8.3 and 15.1:

8.1.1. to receive and hold the other's Confidential Information in the strictest confidence and to take all reasonable security precautions in the safekeeping of such Confidential Information and in preventing its unauthorised disclosure to third parties;

8.1.2. not to disclose the other's Confidential Information to any third party without the Disclosing Party's prior written consent (excluding professional advisers or auditors who are bound by client confidentiality obligations) except that Jisc may share the Client's Confidential Information with its Group provided those members of its Group are bound by confidentiality obligations as onerous as those set out in this Clause 8;

8.1.3. to use the other's Confidential Information solely for the purposes of this Agreement; and

8.1.4. to ensure that its employees are given access to the other's Confidential Information only on a "need to know" basis for the purposes of this Agreement, and these employees are informed of the confidential nature of such Confidential Information.

8.2. The Receiving Party agrees to respect and preserve the confidentiality of the Disclosing Party's Confidential Information for a period of three (3) years from the date of first disclosure, subject to Clause 8.3 below (and subject to Clause 15.1).

8.3. Exceptions

8.3.1. The Parties agree that the obligations contained in Clauses 8.1 and 8.2 above shall not apply or shall cease to apply to such part of the Confidential Information as the Receiving Party can show to the reasonable satisfaction of the Disclosing Party:

8.3.2. is already known to, or in the possession of, the Receiving Party prior to its receipt from the Disclosing Party or which is publicly available at the time of disclosure;

8.3.3. is or comes into the public domain (other than as a result of a breach of the obligations of confidentiality contained in this Agreement);

8.3.4. is provided to the Receiving Party from a third party who neither acquired it in confidence from the Disclosing Party nor owed the Disclosing Party a duty of confidence in respect of it;

8.3.5. is used or disclosed by the Receiving Party with the prior written authorisation of the Disclosing Party;

8.3.6. is disclosed by the Receiving Party pursuant to a statutory, legal or parliamentary obligation, an order of a court of competent jurisdiction or the requirement of a competent regulatory body including any requirements for disclosure under Applicable Law provided that it notifies the Disclosing Party as soon as the requirement to notify arises and will use its reasonable endeavours to ensure that any such disclosure is made in a manner which ensures the confidentiality of the Confidential Information; or

8.3.7. is developed independently by the Receiving Party.

8.4. IPR in Confidential Information

8.4.1. The Disclosing Party will retain all IPR in its Confidential Information at all times and for all purposes (subject to any licences granted hereunder).

8.4.2. Without prejudice to the generality of this Clause 8, the Client accepts that any financial models, software and methodologies used for the purpose of providing the Services, and all IPR therein, are proprietary and confidential to Jisc and neither the Client nor any external parties are permitted to copy, reverse-engineer, decompile, or disclose the code or formulae within any financial model(s) produced by Jisc or do anything or permit anything to be done which would in any way interfere with or devalue any of Jisc's rights therein.

8.5. Return of Confidential Information

8.5.1. Upon expiry or termination of this Agreement, the Receiving Party will immediately return all tangible materials in its possession that contain the Disclosing Party's Confidential Information including, but not limited to, drawings, documents, hardware, disks and tapes, and/or, at the Disclosing Party's option, destroy any copies, notes or extracts, and any other records, tangible or intangible, containing such Confidential Information, so that no such Confidential Information is retained by the Receiving Party.

9. NON-SOLICITATION

9.1. Neither Party will (whether directly or indirectly or whether on its own account or for the account of any other person, firm or company, or as agent, director, partner, manager, employee, contractor or shareholder of or in any other person, firm or company) at any time from the Commencement Date until expiry of one year after the date of termination or expiry of this Agreement, solicit any person then employed by the other Party who has been involved in the provision or receipt of the Services without the prior written consent of that other Party.

10. TERMINATION

10.1. Subject to Clause 11.3, this Agreement shall expire automatically on the Termination Date, unless the Parties agree otherwise in writing.

10.2. Other than as set out under Clause 10.4 if the Client wishes to terminate the engagement and the provision of the Services prior to the Termination Date, it may do so by notice in writing to Jisc but shall remain liable for the full amount of the Fees as if the Services had been duly completed and shall immediately pay any amounts to Jisc not already paid in relation thereto.

10.3. Jisc may terminate this Agreement at any time upon at least 3 months' written notice to the Client, and where such termination is not due to a Force Majeure Event nor due to the fault of the Client, or in accordance with the provisions of Clause 10.4, Jisc shall reimburse the Client on a pro rated basis for that proportion of the Fees, where paid in advance, in respect of such early termination.

10.4. Without prejudice to its other rights and remedies, either Party may terminate this Agreement forthwith by written notice to the other Party:

10.4.1. in the event of a material breach by the other Party which is incapable of remedy;

10.4.2. in the event of a material breach by the other Party which is capable of remedy but which the other Party fails to remedy within 25 Business Days of having been notified of such breach; or

10.4.3. if the other Party has a receiver, administrative receiver, administrator or other similar officer appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or if the other Party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business or is unable to pay its debts or is deemed by section 123 of the

Insolvency Act 1986 to be unable to pay its debts, or undergoes or is subject to any analogous acts or proceedings under any foreign law.

11. CONSEQUENCES OF TERMINATION

- 11.1. Upon expiry or termination of this Agreement, Jisc shall cease to provide the Services and each Party will return to the other any property of the other that it then has in its possession or control.
- 11.2. For the avoidance of doubt, termination or conclusion of the engagement and provision of the Services hereunder shall be without prejudice to the accrued rights and liabilities of either Party at such time.
- 11.3. The following provisions of this Agreement shall remain in full force and effect notwithstanding the expiry or termination of this Agreement: Clause 1 (Definitions), Clause 5 (Intellectual Property Rights), Clause 7 (Liability), Clause 8 (Confidentiality), Clause 9 (Non-Solicitation), Clause 11 (Consequences of Termination), Clause 12 (Notices), and Clause 14 (General).

12. NOTICES

- 12.1. Any notice required or authorised to be given under this Agreement will be delivered by hand, by post or by facsimile transmission (immediately confirmed by post) to the relevant address stated in the Order Form or if another address is notified as a replacement address, to that other address. Any notice will be deemed to have been served immediately if by hand or 48 hours after such posting if by post or immediately if sent by facsimile transmission (provided the sender's fax machine confirms complete and error-free transmission to the correct fax number). Notices may also be delivered by email, provided that the sender is able to verify that the email reached the recipient's servers without error. In such cases, service will be upon the email reaching the server.
- 12.2. Notices for either Party are to be sent to the postal address or email address as set out in the Order Form.

13. DISPUTE RESOLUTION

- 13.1. If a dispute arises between the Parties concerning this Agreement, each of the Parties will, in the first instance, use reasonable endeavours to resolve the dispute in good faith. If such attempt is not successful, then the Parties will escalate the dispute within their organisations to a senior executive who will consider and discuss the disputed matter and each shall use reasonable endeavours to reach agreement.
- 13.2. If a dispute cannot be resolved in accordance with Clause 13.1 within ten (10) Business Days of escalation to such senior executives by both Parties, the Parties may elect that the matter be referred for consultation between the executive directors of both organisations. In this event, such further consultations will be held within 15 Business Days of the requirement.
- 13.3. If the dispute remains unresolved between the Parties after it has been referred to the executive directors of the Parties pursuant to Clause 13.2 above, then the Parties may proceed to mediation provided by the Centre for Dispute Resolution ("CEDR") under its Model Mediation Procedure (or such other body as the Parties may agree). Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Parties will send a joint notice in writing ("ADR notice") to CEDR requesting mediation. The mediation will start not later than 30 days after the date of the ADR notice, or such later date as the mediator is available.
- 13.4. If a process for mediation is not agreed in accordance with Clause 13.3 within a period of 15 Business Days from a request by either Party or from the discussions between the Parties' executive directors, and the dispute remains unresolved, both Parties shall be entitled to pursue the matter in law.

14. DATA PROTECTION

14.1. In this Clause 14 the following definitions apply:

Applicable Law	EU	any law of the European Union (or the law of one of the Member States of the European Union);
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Claims	means claims, demands, proceedings or other actions;
Controller	has the meaning given to it in the GDPR (as defined further below);
Data Protection Legislation	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject, including the Data Protection Act 2018) and the GDPR; and (b) any code of practice or guidance published by the ICO from time to time;
Data Subject Data Request GDPR	has the meaning given to it in the GDPR; has the meaning given to it in Clause 14.5; means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
Losses	means all losses, fines, liabilities, damages, costs, Claims, amounts paid in settlement and expenses (including legal fees, disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties);
Personal Data	has the meaning given to it in the GDPR and for the purposes of this Agreement includes Sensitive Personal Data;
Personal Data Breach	has the meaning given to it in the GDPR and, for the avoidance of doubt, includes a breach of Clause 14.3.2;
Processing	has the meaning given to it in the GDPR (and "Process" and "Processed" shall be construed accordingly);
Processor Regulator	has the meaning given to it in the GDPR; means the UK Information Commissioner's Office (including any successor or replacement body);
Regulator Correspondence Sensitive Personal Data	has the meaning given to it in Clause 14.5; means Personal Data that incorporates such categories of data as are listed in Article 9(1) of the GDPR;

- 14.2. Where a party acts as a Controller in respect of any Personal Data Processed under or in connection with this Agreement, it shall comply with its respective obligations under the Data Protection Legislation and it shall only use such Personal Data for the purposes of performing its obligations under this Agreement.
- 14.3. In relation to any Personal Data that the Client (as a Controller) provides or makes available to Jisc (as a Processor), or that Jisc Processes on the Client's behalf pursuant to this Agreement, Jisc shall:
 - 14.3.1. use, access or otherwise Process the Personal Data only in accordance with the Client's lawful instructions;
 - 14.3.2. take, implement, maintain and monitor appropriate technical and organisation measures which are sufficient to comply with at least the obligations placed on the Client by the requirements regarding the security of the Personal Data, as set out in the Data Protection Legislation;
 - 14.3.3. not transfer any Personal Data outside the European Economic Area without the Client's prior written consent;
 - 14.3.4. ensure the reliability and integrity of Jisc's employees, consultants, contractors and staff involved in the Processing of (and who will have access to) those Personal Data (**Jisc Personnel**), and shall ensure that each such individuals shall have entered into an

- appropriate contractual agreement that requires them to keep the Personal Data confidential;
- 14.3.5. on the Client's request, allow the Client or any regulator to audit Jisc's compliance with this Clause 14;
 - 14.3.6. not sub-contract any Processing of the Personal Data unless the relevant sub-contractor is engaged by way of a written contract which imposes obligations on the sub-contractor which are at least equivalent to (and no less onerous than) the obligations imposed on Jisc pursuant to this Clause 14; and Jisc will remain primarily liable under this Agreement for all acts and omissions at its sub-contractors and the acts or omissions of those employed or engaged by these sub-contractors as if they were those of Jisc.
 - 14.3.7. comply with the obligations imposed upon a Processor under the Data Protection Legislation, and use all reasonable endeavours to assist the Client to comply with the requirements of the Data Protection Legislation (including the obligations pursuant to Articles 32 to 36 of the GDPR (inclusive)); and
 - 14.3.8. on termination of this Agreement, cease Processing all Personal Data and return to the Client all Personal Data (and all copies under its possession or control), except to the extent Jisc is required to retain copies by Applicable EU Law.
 - 14.4. Jisc shall notify the Client immediately (and in any event, within forty-eight (48) hours), if it:
 - 14.4.1. becomes aware of any: (i) Personal Data Breach; (ii) breach of this Clause 14; or (iii) breach of the Data Protection Legislation, whether committed by Jisc, Jisc Personnel, or any sub-contractors appointed by Jisc;
 - 14.4.2. is required by any Applicable EU Law to act other than in accordance with any of the Client's instructions given under Clause 14.3.1, provided Jisc is not prohibited by law from so notifying the Client; or
 - 14.4.3. considers, in its opinion (acting reasonably), that any of the Client's instructions under Clause 14.3.1 infringe any of the Data Protection Legislation.
 - 14.5. Jisc will notify the Client promptly (and in any event within forty-eight (48) hours) following its receipt of any actual or purported request or notice or complaint from (or on behalf of) a Data Subject exercising their rights under the Data Protection Legislation (a **Data Subject Request**) or any correspondence or communication (whether written or verbal) from the Regulator (**Regulator Correspondence**), and shall:
 - (i) not disclose any Personal Data in response to any Data Subject Request or Regulator Correspondence without the Client's prior written consent; and (ii) provide the Client with all reasonable co-operation and assistance required by the Client in relation to any such Data Subject Request or Regulator Correspondence.
 - 14.6. Jisc shall indemnify on demand and keep the Client indemnified from and against any Losses suffered or incurred by the Client to the extent arising as a result of a breach by Jisc of this Clause 14.
- 15. GENERAL PROVISIONS**
- 15.1. The terms of this Agreement are confidential and neither Party will publish or permit to be published any information about their relationship unless that information has first been approved for publication by the other Party, except that Jisc may identify the sums received from the Client in its or its Group's annual reports and similar publications.
 - 15.2. Nothing in this Agreement and no action taken by the Parties under this Agreement will constitute or be deemed to constitute between the Parties an agency, a partnership, association, joint venture, or other co-operative entity.
 - 15.3. This Agreement contains the entire agreement and understanding of the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
 - 15.4. Neither Party may assign its rights or benefits under this Agreement to a third party without the prior written consent of the other Party; save that Jisc may assign its rights to a member of its Group so long as it notifies the Client of such assignment.
 - 15.5. If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void, or unenforceable, the remainder of this Agreement will nevertheless remain legal, valid, and enforceable.
 - 15.6. Failure by either Party to exercise or enforce any right or benefit conferred by this Agreement will not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
 - 15.7. A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
 - 15.8. This Agreement will be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.