

The British Council: **THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 1 Redman Place, Stratford, London E20 1JQ ***operating through its local office in [add country]***

The Recipient: **[insert name and address details]**

Date:

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and the Recipient undertake to observe in the performance of this Agreement.

The British Council shall award the Grant to the Recipient for the purposes of funding the Project described in Schedule 1 on the terms and conditions of this Agreement.

The Recipient acknowledges that, where it will carry out the Project in partnership and/or collaboration with, and will pass some or all of the Grant to, any other organisation(s) (such organisation(s) not being a party to this Agreement (“**Sub-Contractors**”)), it will ensure that it enters into formal, legally binding agreements with each Sub-Contractor on terms which reflect and are no less onerous than the terms of this Agreement and that it shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of each Sub-Contractor

Schedules

Schedule 1	Special Terms
Schedule 2	Project Proposal
Schedule 3	Standard Terms

This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by or on behalf of the Recipient.

IN WITNESS whereof the parties or their duly authorised representatives have entered into this Agreement on the date set out above.

Signed by the duly authorised representative of THE BRITISH COUNCIL

Name:	Signature:
Position:		

Signed by TBC

Name:	Signature:
Position:		

Schedule 1

Special Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

For the purposes of the Project and the Grant, the terms of this Agreement shall prevail over any other terms and conditions issued by the British Council (whether on a purchase order or otherwise).

1 The Project

- 1.1 The British Council awards the Grant for the purposes of the delivery and implementation of the Youth Connect as more fully described in the Project Proposal (Schedule 2) (the “**Project**”).

2 Commencement and Duration

- 2.1 This Agreement shall come into force on **01 July 2025** (the “**Commencement Date**”), the Project shall commence on **01 July 2025** (the “**Project Start Date**”), and this Agreement shall continue in full force and effect **until 31 March 2026** the “**Term**”).
- 2.2 The parties may extend the Term of this Agreement as mutually agreed in writing, provided always that any extension of the Term of the Agreement shall not exceed 2 extensions of **12** months each in duration.
- 2.3 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less than **30** days’ written notice on the Recipient.

3 The Grant

- 3.1 The amount of the grant awarded to the Recipient is **£12,000 (twelve thousand pounds sterling)** (the “**Grant**”) for one cohort, paid in local currency via cheque fixed at the exchange rate applicable for the payment month according to the British Council’ official bookkeeping rate.
- 3.2 In consideration of the Recipient’s delivery of the Project, the Grant shall be paid by the British Council to the Recipient in accordance with the payment schedule below, subject to the Recipient’s satisfactory compliance with the terms of this Agreement and, in particular, the British Council Requirements, the Funder Requirements and the Eligibility Criteria set out in clause 3.5 below:

Payment	Maximum payable	Requirements/Milestones/Key Dates etc
[1] First instalment 30%	£3,600	Payment is due upon signing the Agreement. This represents the mobilisation payment intended to cover activities delivered by the Recipient in the first phase of the Project as per the agreed ToR (Schedule 2)

[2] Second instalment 40%	£4,800	Payment is due by the end of September 2025 after the completion of onboarding events and training workshops as per this Agreement, submission of first quarterly report and approval by the British Council of the said report. The second instalment is intended to cover activities delivered by the Recipient in the second quarter of the Project.
[3] Third instalment 30%	£3,600	Payment is due by end of December 2025 after the delivery and completion of Discovery phase, Collective Decision-Making events, CAP design workshop as per this Agreement, submission of second quarterly report draft and approval by the British Council of the said report. This instalment is intended to cover the mentoring for CAP implementation and the activities delivered for the Look Back Move Forward Events.
[4] Grant Seed Funds for the selected Collective Action Projects	£4,200	<p>Payment is due upon completion of the design and approval by the British Council of the CAPs.</p> <p>The seed fund for implementation of Collective Action Projects paid in local currency for each CAP. This will be provided to a limited number of CAPs (3 per training cohort) and upon agreement with the British Council and the Recipient, providing that it meets the British Council criteria and standards for a CAP.</p>

- 3.3 Notwithstanding any other provisions in this Agreement, the Recipient will return any unspent Grant to the British Council within 30 days of the expiry or termination of this Agreement for whatever reason.
- 3.4 The provision of potential additional funds to deliver additional outputs shall be contingent upon the Recipient's demonstrated capacity and effectiveness in meeting Project's objectives and deliverables. The additional funds and outputs will be subject to a variation of this Agreement in accordance with the provisions of the Schedule 3.
- 3.5 The financial reports will be submitted by the Recipient once 70% of the previous instalment had been spent, in accordance with the Youth Connect Programme requirements and the Recipient's financial proposal, supported by proof of activities being delivered and proof of

payments. The financial reports will also be accompanied by a request for payment for the next/subsequent instalment.

4 **Eligibility Criteria**

4.1 The Recipient warrants that it will continue to comply with the Eligibility Criteria throughout the Term.

5 **Funder**

5.1 ***Not applicable.***

6 **Service of notices**

6.1 For the purposes of clause 27 of Schedule 3, notices are to be sent to the following addresses:

To the British Council	To the Recipient
<i>The British Council</i> <i>1 Redman Place</i> <i>Stratford</i> <i>London E20 1JQ</i> operating through its local office at [add country office address] [Add name – Country Director]	<i>[Insert address]</i> <i>[Attention: insert name <u>and</u> job title]</i> <i>[NB: Repeat as appropriate where the Recipient comprises multiple organisations]</i>
Email:	Email: <i>[insert email address(es) to which notices may be sent]</i>

7 **Insurance Requirements**

7.1 The Recipient shall take out and maintain during the Term with a reputable insurance company the following cover types with the following indemnity limits:

Insurance Cover	Indemnity Limit
Employer's liability	In line with the legislation in the Recipient's registration country
Public liability	£1,000,000 per occurrence and in the aggregate (annual total of all losses)
Professional indemnity	£1,000,000 per occurrence and in the aggregate (annual total of all losses)
Travel Insurance	As appropriate

or such other insurance cover types and indemnity limits as may be agreed between the parties in writing from time to time.

8 Locations

- 8.1 The Project will be carried out in **Libya** (“**Location**”) or such other locations as may be agreed between the parties in writing from time to time.

9 Publicity

- 9.1 ***Not applicable***

10 Safeguarding and Protecting Children and Vulnerable Adults

- 10.1 The Recipient warrants that it will have at all times a “zero-tolerance for inaction” approach to tackling sexual exploitation, abuse and sexual harassment (“SEAH”). The Recipient will apply the IASC Six Core Principles relating to Sexual Exploitation and Abuse¹ and will adhere to the IASC Minimum Operating Standards on PSEA and/or the Core Humanitarian Standard on Quality and Accountability.
- 10.2 In addition, the Recipient warrants that, in relation to all activities in connection with the Project, where any of the Location(s) are in England or Wales, it will comply with all legislation, codes of practice and statutory guidance relevant at any time in such Location(s) to the safeguarding and protection of children and vulnerable adults (including the UN Convention on the Rights of the Child and the Children Act 1989), and with the British Council Safeguarding Policy, as may be amended from time to time.
- 10.3 Where the Location(s) is/are outside of England or Wales, the Recipient warrants that, in addition to 11.1 above, in relation to all activities in connection with the Project, it will comply with all legislation, codes of practice, and statutory guidance relevant at any time in the Location(s) to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in the Location(s)), and with the British Council Safeguarding Policy, as may be amended from time to time.
- 10.4 The Recipient acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006², and any regulations made thereunder, as amended from time to time (the “**SVGA**”), and where any of the Location(s) are in England or Wales, it is the “**Regulated Activity Provider**” in respect of any “**Regulated Activity**” (both as defined in the SVGA) carried out in connection with the Project and that it will comply in all respects with the SVGA and any regulations or

¹ <https://interagencystandingcommittee.org/inter-agency-standing-committee/iasc-six-core-principles-relating-sexual-exploitation-and-abuse-2019>

² “Safeguarding Vulnerable Groups Act 2006” means the UK Act, the purpose of which is to make provision in connection with the protection of children and vulnerable adults by preventing those deemed unsuitable to work with children and vulnerable adults (adults at risk), from gaining access through work (whether paid or unpaid).

orders made thereunder. Equivalent provisions in equivalent legislation applicable in any Location(s) other than England and Wales shall apply in those Location(s).

10.5 The Recipient shall ensure that:

10.5.1 it is (and that any individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project is) subject to a valid enhanced disclosure check undertaken through the UK Disclosure & Barring Service, or the equivalent local check (as set out in clause 10.6 below), including a check against the adults' barred list³ or the children's barred list⁴, as appropriate; and

10.5.2 where applicable, the Recipient shall monitor the level and validity of the checks under this clause 10.5 for each member of the Recipient's Team, Relevant Persons, or other individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project.

10.6 Pursuant to clause 10.5.1 above, equivalent local checks, include, but are not limited to, the ACRO Criminal Records Office, 'International Child Protection Certificate' online criminal records checks and Code of Good Conduct' or any other services as detailed at the following link: <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>.

10.7 The Recipient must provide to the British Council, documentary evidence of the relevant disclosure and/or criminal records checks carried out pursuant to this clause in advance of undertaking any activities involving children and/or vulnerable adults in connection with the Project.

10.8 The Recipient warrants that at all times during the Term, it is not, and has no reason to believe that any person who is or will be employed or engaged by the Recipient in connection with the Project is, barred from carrying out such employment or engagement.

10.9 The Recipient shall immediately notify the British Council of any information that the British Council reasonably requests to enable the British Council to be satisfied that the obligations of this clause 10 have been met.

10.10 The Recipient shall refer information about any person employed or engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Project to the UK Disclosure & Barring Service, or the equivalent local service as set out in clause 10.6, where it removes permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity)

³ References to the "adults' barred list" means the list maintained by the Disclosure and Barring Service of individuals who are not permitted to work with vulnerable adults in a Regulated Activity if advanced checks reveal information which could potentially make the individual eligible to be on one of the barred list.

⁴ References to the "children's barred list", means the list maintained by the Disclosure and Barring Service of individuals who are not permitted to work in a Regulated Activity with children.

because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

- 10.11 The Recipient shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out activities with children, vulnerable adults and/or Regulated Activity or who may otherwise present a risk to children or vulnerable adults.
- 10.12 The Recipient shall immediately contact the British Council to report any credible suspicions of, or actual incidents of activity related to the Project which contravene the obligations contained in this clause 10.
- 10.13 Pursuant to clause 10.12 above, the Recipient shall cooperate fully with investigations into such events, whether led by British Council, the Funder (if any) and/or their agents or representatives.

11 Anti-terrorism Regulations

- 11.1 In accordance with the Terrorism Act 2000 and all subsequent regulations pursuant to such Act, the Recipient will assure itself to the best of its knowledge that UK funding, including financial assets or economic resources, is not made available, either directly or indirectly to, or for the benefit of persons, groups or entities listed in accordance with European Council Regulation EC/2580/2001 (as amended) and/or the Terrorism (United Nations Measures) Orders 2009 of the United Kingdom, or contravene the provisions of those and any subsequent applicable terrorism legislation.
- 11.2 The Recipient represents and warrants that neither it, nor to the best of its knowledge any of the Recipient's Team or any person acting on their behalf, have at any time prior to the Commencement Date and/or during the term of this Agreement appeared on:
- [Consolidated List of Financial Sanctions Targets in the UK \(HM Treasury\)](#)⁵
 - [Proscribed Terrorist Organisations in the UK \(Home Office\)](#)⁶
 - [United Nations Security Council Sanctions List](#)⁷
- 11.3 The Recipient shall immediately notify the British Council in writing if it becomes aware of any breach of either of clauses 11.1 and 11.2, or has reason to believe that it has or any of the Recipient's Team or any person acting on their behalf have been subject to an investigation or prosecution which relates to an alleged infringement of either of clauses 11.1 and 11.2 or have been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts.

⁵ Consolidated List of Financial Sanctions Targets in the UK (HM Treasury): <https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets/consolidated-list-of-targets>

⁶ Proscribed Terrorist Organisations in the UK (Home Office): <https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2>

⁷ United Nations Security Council Sanctions List: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>

- 11.4 Where the Recipient or any of the Recipient's Team or any person acting on their behalf, breaches any of the acts mentioned in clauses 11.1 and 11.2, commits any offence under the Terrorism Act 2000, with or without the knowledge of the Recipient, in relation to this Agreement or any other contract with the Crown, the British Council shall be entitled to terminate the Agreement with immediate effect by written notice to the Recipient and recover from the Recipient the amount of any loss resulting from the termination and to recover from the Recipient any other loss sustained as a result of any breach of this clause **Error! Reference source not found.**, whether or not the Agreement has been terminated.

12 Security Requirements

- 12.1 The Recipient shall at all times comply with the British Council's security requirements for the delivery of the Project and all security protocol and codes of conduct in force at the location where the activities are being delivered. This includes any verbal or written information or instructions and attendance at any security briefings provided.
- 12.2 Any breach of clause 13.1 will result in the Agreement being terminated as per clause 13 of Schedule 3.
- 12.3 The Recipient owes a duty of care to the Recipient's Team and is responsible for the health, safety, security of life and property and general wellbeing of such persons and their property while working on the Project.
- 12.4 The provision of information of any kind whatsoever by the Funder or the British Council to the Recipient shall not in any respect relieve the Recipient from responsibility for its obligations under this clause 13. The Recipient acknowledges that neither the British Council nor the Funder accepts responsibility for the health, safety, security of life and property and general wellbeing of the Recipient's Team with regard to the Recipient's Team's activities in relation to the Project and the Grant.
- 12.5 The Recipient will ensure that such insurance arrangements as are made to cover the Recipient Personnel, or any person employed or otherwise engaged by the Recipient, and pursuant to the Recipient's duty of care as referred to in this clause 13 are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.

Schedule 2

Project Proposal

(Note: in this Schedule any reference to “Partner” or “partner” shall be read as being a reference to the Recipient.

In this Schedule the terms “programme” and “project” refer to the Project as defined in clause 1.1 of the Special Terms)

2.1 Introduction and objectives of the Youth Connect programme

Youth Connect is a youth skills-development programme, focused on addressing issues of priority to young people in their local context. Through enabling young people to gain skills in identifying their own priorities, researching these issues, consulting with one another and wider stakeholders, and collectively and collaboratively deciding on aligned priorities and delivery mechanisms. Through workshops, dialogues, and collaborative initiatives, the programme aims to increase youth hope that change is possible and increase opinion within stakeholders that engagement of young women and men in decision-making is desirable

2.2 The objectives of the programme are:

1. Providing youth with training to learn new skills, especially young women and young people from marginalized groups, through a comprehensive skills development programme along with opportunities for capacity building, personal growth, and positive attitudes towards building relationships with people who are different from them, while increasing their ability to value difference and diversity. Furthermore, to develop the young people's sense of social responsibility and promote good governance, engagement, and youth advocacy.
2. Enabling youth to develop a sense of purpose and build their skills in conflict sensitive dialogue with a breadth of stakeholders.
3. Fostering collaborative engagement between young people and key stakeholders in a way that enables collective action and addresses the priority concerns of youth and meet local community needs in conflict sensitive ways (identified through consultation and community research).

2.3 Activities to be delivered by the Recipient:

1. Attend programme orientation, induction, national / regional training sessions, workshops, and weekly meetings.
2. Develop a detailed programme implementation action plan aligned with the programme's phases, detailing timelines, activities, and budget allocations.
3. Undertake EDI and safeguarding training provided by the British Council before starting with any of the project activities and to designate a focal point from the CSO project team.

4. Organize the Youth Connect programme's launch meeting to present and agree a delivery plan, project team, and calendar of workshop trainings and other activities with the Facilitator(s) including any facilitators allocated to the Partner by British Council and programme partners.
5. Carry out a gender and context analysis for the identified delivery locations, identifying issues and implementing strategies to overcome any challenges that have been identified and report on progress. The delivery location must be coordinated and agreed upon with the British Council.
6. Develop selection criteria for young Libyans that will undertake the training, in coordination and agreement with the British Council, ensuring that 50% of participants are females and the involvement of at least 5% disabled participants.
7. Ensure that equality is integrated into all programme activities. Set up 'onboarding events' that engage at least 80 young people in different activities to help them decide if they want to participate in the programme. Additionally, organize information sessions (Online or Offline) in coordination with the British Council country offices; at universities, public spaces, youth centres, youth local councils and organisations or others, to brief them about the programme and encourage them to be part of it.
8. Run 1 face to face trainings per cohort to at least 30 young Libyan men and women participants per training (between the ages of 18-35 years old) (with a possibility of shifting to virtual and blended delivery). The training will be delivered to all batches using Youth Connect programme materials (including the mentoring toolkit; Inclusive Youth Leadership (YIL) guidelines and checklists; Gender guidelines and checklists; Psychology of Space paper/PSF) provided by the British Council. Workshop Training is a minimum 4 days.
9. The workshop training will be delivered by facilitators who have undergone training of trainers by the British Council, under the supervision of Lead Master Facilitators validated by the British Council.
10. Establish at least 1 training batches per cohort as per point 8 above, adhering to a transparent and equitable selection process previously agreed upon with the British Council. Prior to commencing the training workshops, the final list of participants must be shared with and approved by the British Council. This list should include participants' names, email addresses, contact numbers, regions, ages, genders, and the names of the organizations or institutions they represent. Additionally, ensure that Data Protection privacy statements are signed and provided to the British Council. It's important to note that the British Council reserves the right to reject proposed participants if there are concerns about the selection process. A training batch is considered complete when it consists of a minimum of 30 young individuals aged 18 to 35, with at least 50% female representation and 5% participation from individuals with disabilities.

11. Engage participants in marginalized urban or rural communities, demonstrating a commitment to social equality and community development. This involves collaborating with community stakeholders and other relevant parties to facilitate change. The goal is to empower participants with skills, confidence, and broader community support, enabling them to effectively address local issues and engage with their communities.
12. Organising at least three research field visits/mentoring sessions, community mapping and community dialogue sessions (practicing sessions) with each training batch to mentor the participants and provide them with core community, strategic & critical thinking skills where they engage in different activities. Meetings/visits are to take place in a venue (with a possibility of shifting to virtual delivery) agreed between the partner and the British Council as well as the Facilitators/mentors.
13. Be responsible for all logistics arrangements for the onboarding events, workshop training, collaborative decision-making events, field visits, mentoring participants, community engagement activities, collective action project (CAP) design workshop, CAPs applications, CAPs seed fund, mentorship of CAP implementation, and Look back Move Forward events, including venue hire, coordination with facilitators, catering, training support, printing, and communication of training materials. Partner is responsible for paying facilitators and partner project team day rates to attend regional trainings and workshops, additionally, the partner is responsible to cover facilitators fees and allowances (includes transportation, accommodation (if required), meal allowance and other incidents) to the Facilitators and mentors during the CAP sharing and learning spaces and look back-move forward event. Facilitator/mentors fees are to follow British Council rates.
14. Partner will be required to adhere to guidance issued by the British Council regarding safety, security and branding for events delivered under the Youth Connect programme. Partner must adhere to British Council and Youth Connect project Communication and Visibility requirements as requested.
15. To actively promote information from the British Council and the wider Youth Connect programme to participants to enable them to participate in the Collective Action Project application process, events, networks, and other programme activities.
16. Develop and deliver a grant mechanism to seed fund the collective action projects to support the young people who have been trained to implement, in association with other young people and local community members, collective action projects that have been co-designed with local stakeholders. The grant scheme should be underpinned by clear and concise guidelines and fair and transparent processes for applying and decision-making that allow for a variety of youth-led project proposals to be submitted. Successful projects will receive ongoing support,

including mentorship, small funds, and technical assistance, to ensure the effective implementation and sustainability of their initiatives.

17. Monitoring, evaluating, quarterly and final reporting in accordance with the M&E framework for the project events, including (onboarding, trainings, field visits, community consultation, stakeholders' engagement, research, and community mapping activities, including mentoring for participants during the design and implementation of their collective action projects).
18. Partner to work on enhancing the programme networks and to increase the profile, visibility, and sustainability of the programme. This can be achieved through reaching out to youth, members/staff of NGOs, and other decision-makers and influencers with an interest in improving the engagement of youth to positively contribute to their communities, who will have better skills, capacity, and awareness of how to influence positive change and to work collaboratively to do so.
19. Establish and support a local network of young participants within their communities and collaborate with the British Council to integrate participants from various cohorts into the national alumni network.

2.4 Project Milestones and Timeline

The project timeline for this year, will be from **July 2025 until March 2026**. with the following activity schedule:

Project Milestone	Timeline
Representatives or programme team members from local CSOs are prepared and trained to deliver the Youth Connect programme and are acquainted with the programme materials.	July 2025
Hosting an onboarding event to select young participants. Onboarding: a mixed group of marginalised and active young people is recruited using fun engagement events in communities and online, which celebrate local youth cultures and connect youth.	July 2025
The partner will be responsible for implementing the workshop trainings to young people (target	August 2025

group) in Libya, providing young participants with vital skills to empower them to instigate positive transformations within their communities. Workshop Training: covers training modules involving a mix of interactive activities which build trust in the group and surface key issues and opportunities the group want to explore further.	
Discovery: young people carry out research into key issues they are interested in. This Includes consulting with people in the community, so all understand the issue and wide support for action is grown. The local partner CSO and mentors will guide young participants through the discovery and research phase, supporting their engagement in multi-stakeholder consultations aimed at identifying priority issues. Through these interactions, valuable insights and experiences will be leveraged to shape thematic priorities and start the process of co-designing potential interventions that make use of collective action to address issues of mutual concern.	August – September 2025
Collective Decision-Making Event: engaging with local stakeholders. During this event, relationships and resources within the community will be identified and ideas for collective action are agreed.	September 2025
Action design: young people attend a short action design workshop. They then have one week to complete a simple youth-friendly process in which they submit their design for approval. Local mentors identified by the	September 2025

partners and the British Council accompany the action design process.	
Network of young participants	Late September 2025
Grant scheme developed and Collective Action Project proposals submitted and selected. The partner will be expected to develop and manage a grants scheme that enables well targeted collective action in alignment with project purpose and objectives. The scheme should be underpinned by clear and concise guidelines and fair and transparent processes for applying and decision-making that allow for a variety of youth-led project proposals to be submitted.	October 2025
Action Delivery: supported by the mentors, young people strengthen their learning across the modules and carry out collective actions. They see themselves as part of a networked eco-system of action. Failure is embraced as an opportunity to learn. Participants are encouraged to join other action groups and network activities, if their action is less successful. Mentors and local partners will continue to support young participants when implementing their CAPs and broker relationships between the young people and broader local stakeholders, including governmental bodies, other civil society organisations, and community leaders so that the young people and their CAPs can benefit from the knowledge and support of these networks.	November 2025 – January 2026
Look back, move forward events: Learning, success and failure is discussed with	January – February 2026

stakeholders and together plans are made for future sustainability at this event.	
Final reporting	February - March 2026

2.5 Monitoring and Evaluation Framework requirements:

- Quarterly reports from the Recipient to provide updates on activity progress, indicator milestones/targets, risks, challenges, and lessons learned. Quarterly reporting and M&E reporting in the last week of September, December, and March.
- Financial reporting as per Schedule 1 of this Agreement and before the subsequent instalment.
- Final narrative reports, including comprehensive data on all indicators within the M&E framework, including participants at all activities and events. By March 2026.
- Final financial report, supported by proofs of expenditure such as quotations, invoices, receipts, payment vouchers, and proof of payments. By March 2026.
- Additional monitoring tools as requested by the British Council.

Monitoring and Reporting Approach will include quantitative and qualitative data on all indicators within the M&E framework, including:

- Participant and training activity data will capture details such as trainee names, training venue, facilitator/mentor names, and participant attendance.
- Data on training batches, stakeholders, and Collective Action Projects (CAPs) will include the name and brief of the CAP, target audiences, geographic areas, and CAP aims.
- Learning outcomes of participants will be assessed, including the use of the Youth Thriving Measure and evaluation forms filled by participants.
- Learning outcomes of local partners will be assessed, including through a baseline questionnaire on their approaches and qualitative data on changes in these approaches.
- All data about training participants and CAP teams will be sex disaggregated.
- Success stories.

2.6 Evaluation of Local Partner CSO Performance:

The performance of local partners is monitored by the British Council's Project team and lead master facilitator. This monitoring encompasses various aspects, including the quality of activities, management capacity, engagement in learning spaces, the frequency of trainings and activities conducted, and the establishment and engagement of Collective Action Projects (CAPs) within the community, along with the number of indirect beneficiaries (males and females) to measure the Project's broader impact.

To ensure consistency and quality across the programme, quality assurance of programme activities is conducted at a national level. This involves physical and virtual field visits, and close follow up to facilitators and mentors to verify adherence to standards and identify areas for improvement. These

evaluations play a crucial role in maintaining the effectiveness and integrity of the programme's implementation.

2.7 Facilitators and Mentors Term of Reference:

The British Council has a designated lead master facilitator in the programme, supported by locally trained community facilitators and mentors. The chosen partner is expected to work and collaborate closely with these trained facilitators, with additional information provided upon award. The British Council will identify opportunities and allocate resources to enhance the capacity of the CSO partner facilitators and mentors, if any.

- Training workshops will be led by British Council facilitators who have completed the Training of Trainers (ToT) and will be supervised by validated Master Facilitators. The lead master facilitator, alongside locally trained community facilitators and mentors, will conduct these sessions. The local partner is expected to collaborate closely with these experienced facilitators and mentors during the initial cohort's workshop training, research, and CAP mentoring phases. New facilitators and mentors will receive direct support from experienced facilitators throughout this process.
- **Best Practice:** Facilitators with mentoring skills will support youth participants throughout the entire journey, from the workshop phase to the Discovery and Collective Action Projects (CAPs) implementation.

Discovery, Research, and CAP Mentoring

- The CSO local partner project team will oversee the Discovery and Research phases, as well as the mentoring process for Collective Action Projects (CAPs). This involves ensuring participant attendance and engagement, following up on sessions, and coordinating with facilitators and mentors to monitor participant progress towards the Collective Decision-Making Event (CDME) and the CAP development and implementation.

Mentoring Sessions

- During the Discovery and Research stage, mentors will conduct a minimum of four sessions, each lasting two hours (totalling 8 hours). An additional 2 hours will be added to cover for any communication between mentors and the group of participants outside the mentoring sessions.
- During the Action design and CAP implementation stages, and based on the need, mentors will conduct mentoring sessions of no more than 6-8 hours per each CAP group, focusing mainly

on providing guidance and technical support. The CSO local partner project team will oversee and be responsible for the successful implementation of the Action Design and CAP delivery.

Partner Induction and Training

- The project team, facilitators, and mentors from the partner organization are required to complete project induction and training provided by the British Council before any workshop delivery.
- For the initial cohorts, experienced British Council facilitators and mentors will accompany the partner-assigned facilitators as mentors, with all compensation and payments processed through the partner CSO. The partner CSO can continue working with British Council-validated facilitators and mentors.

Contracting and Payments

- The partner organization is responsible for contracting facilitators and mentors and managing their payments. This includes overseeing locally trained facilitators and co-facilitators, organizing training workshops, scheduling mentoring sessions in coordination with mentors and participants, and ensuring timely compensation for all facilitators and mentors.
- For travel exceeding 300 km from the training location, a daily allowance of 200 LYD will be provided for up to two days, in addition to allowances for transportation, accommodation, and meals. Facilitators who work 8 hours or more will receive a full day's rate, while those working up to 4 hours will receive a half-day rate. The maximum compensation rates are set at 600 LYD per day for lead facilitators and mentors, and 400 LYD per day for co-facilitators.

Facilitators Terms of Reference

The role mainly includes delivering and facilitating the 'learning journeys' of young people. The facilitator's primary responsibility (and skillset) is to lead on and support the quality facilitation of workshops and learning journeys for young people as part of the Youth Connect programme.

Main accountabilities:

Programme Facilitation:

- Participate in a Training of Facilitators process.
- Deliver and facilitate the Youth Connect training to young Libyans men and women participating in the programme.
- Act as a local actor by applying skills, knowledge and sharing own experiences and best practices.

- Foster an environment that encourages inclusion, critical thinking, problem-solving, and community engagement.

Gender & Inclusion Mainstreaming:

- Ensure that gender equality and all aspects of inclusion are integrated into all programme activities (gender, disability, ethnicity, quieter voices and so on)
- Encourage the active participation of young women in all programme initiatives and leadership roles.

Reporting and M&E support:

- Support development of lessons-learned and best practices
- Prepare session reports, documenting key discussions, outcomes, and challenges.
- Contribute to the preparation of monthly, quarterly, and annual programme reports.

General skills required:

- Experience of delivering training and facilitation
- Experience in working on youth/community development programmes, with an ability to connect with young people in a way that is fun, creative and values their experiences.
- Experience of working with vulnerable adults in less advantaged communities
- Good understanding and proven experience engaging with and motivating individuals/groups.
- Strong understanding of local and national culture and identity
- Demonstrable knowledge of conflict sensitive programming, youth-centred approach to programme design, and participatory approach to community development
- Commitment to local community
- Ability to build effective relationships and encourage an understanding of and sensitivity to youth development and youth vulnerability factors among community members and partners.
- Sensitivity to gender issues and a commitment to gender equality
- Ability to create impact, particularly with youth target audiences.
- Experience of working and building networks/relationships with government, civil society, and youth groups.
- Good report writing skills.

Specific skills required:

- Technical knowledge and/or experience of a sector relevant to the programme (e.g. social development, civil society and youth)
- Good use of relevant tools and techniques to inform programming including, vulnerability mapping, conflict analysis, power mapping, stakeholder analysis.
- Good communication and interpersonal skills capable of maintaining strong relationships.
- Ability to develop strong team dynamics, understand and manage local dynamics and tensions.
- Self-reliant and results-oriented
- Excellent analytical and problem-solving abilities.

Mentor Terms of Reference

The role mainly includes supporting and mentoring programme participants on their learning journey, research process, design, and delivery of their Collective Action Projects. The Local Partner may also wish to delegate to this role the process of onboarding young people to the programme and the setting up of Collaboration Events and the Look Back Move Forward event at the programme's completion.

Main accountabilities

Support and mentor young people participating in the Youth Connect programme. This includes the following:

Mentorship and support :

- Facilitate one-on-one and group mentoring sessions focused on skill development, teamworking, task planning, task completion and inclusive leadership.
- Mentor and coach programme participants as they:
 - map stakeholders, assets, and resources within their community
 - conduct research and consultation in their communities to identify youth priority needs and issues. This includes enabling the young people to access local information on area plans and strategies on the issues they are interested in.
 - prepare for and deliver specific sections of a Collaborative Decision Making event to agree Collective Action Projects
 - in the design process of their collective action projects so that they can secure the approval to be funded.
 - in the delivery of their collective action projects.
- Engage in a regional Youth Connect mentors' network to ensure learning is shared on how to secure stronger impact through mentoring young people.

Gender Equality and Inclusion:

- Promote equality of inclusive leadership (by gender, age, social group, disability, ethnicity etc) through the mentoring relationship, reinforcing workshop learning/messages and guiding young people on how to live these values and practices as they implement the programme.
- Ensure the inclusion of marginalised and vulnerable youth.

Brokering relationships, collaboration, and communication:

- Broker relationships between the programme, young people, and broader local stakeholders, including governmental bodies, other civil society organisations, and community leaders so that the young people and their CAPs can benefit from the knowledge and support of these networks.
- Ensure effective liaison and maintain good communication between facilitators, participants, and community stakeholders.

Monitoring and Evaluation:

- Participate in monitoring and evaluation activities to assess the progress and impact of mentoring.
- Contribute to the preparation of monthly, quarterly, and annual project reports.

Skills required:

The mentor should possess the following qualifications and attributes:

- Significant experience in mentoring and supporting young people.
- Strong interpersonal and communication skills
- A commitment to fostering personal and professional development in youth.
- Sensitivity to gender issues and the ability to promote gender equality.
- A sense of fun and playfulness.

Schedule 3**Standard Terms****1 Interpretation****1.1 In this Agreement:**

“British Council Entities” means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the **“Controlling Entity”**) as well as any other organisations Controlled by the Controlling Entity from time to time;

“British Council Requirements” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to the Recipient in writing or set out on the British Council’s website at <https://www.britishcouncil.org/partner/international-development/jobs/policies-consultants> or such other web address as may be notified to the Recipient from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

“Code” means the Department of Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of the Freedom of Information Act 2000 (issued under section 45 of that Act) (November 2004) as may be updated or re-issued from time to time and any other relevant codes of practice published by the Department of Constitutional Affairs or its successor bodies;

“Confidential Information” means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, finances, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, and customers of the British Council or the Recipient (as the case may be) and all personal data and special categories of personal data within the meaning of the Data Protection Legislation;

“Control” means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and **“Controlled”** shall be construed accordingly);

“Environmental Information Regulations” means the Environmental Information Regulations 2004;

“Equality Legislation” means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Project relates;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

“Force Majeure Event” means an act, event, omission or accident beyond the reasonable control of the affected party which was not reasonably foreseeable and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party, including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, epidemic, pandemic or other spread of infectious disease or the imposition of any measures to prevent the spread of disease, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm;

“Funder Agreement” means the agreement (if any) between the Funder (if any) and the British Council relating to the provision of the funding out of which the Grant is made;

“Funder Requirements” means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, notified to the Recipient in writing (including, without limitation, by means of email or any website or extranet);

“IATI” means the International Aid Transparency Initiative standard and is a technical publishing framework allowing data to be compared. It is designed to report forward-looking aggregate budget information for the reported organisations, and planned future budgets to recipient institutions or countries;

“Information Disclosure Requirements” means the requirements to disclose information under:

- (a) the Code;
- (b) the FOIA; and
- (c) the Environmental Information Regulations;

“Intellectual Property Rights” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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;

“Recipient’s Team” means the Recipient and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors and any other person, organisation, company, or other third-party representatives which the Recipient engages in any way in relation to the Project;

“Relevant Person” means any individual employed or engaged by the Recipient and involved in the Project, or any agent or contractor or sub-contractor of the Recipient who is involved in the Project; and

“Request for Information” means a request for information (as defined in FOIA) relating to or connected with this Agreement or the British Council more generally or any apparent request for such information under the Information Disclosure Requirements.

1.2 In this Agreement:

- 1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any

amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;

1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them;

1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:

- (i) services being provided to, or other activities being provided for, the British Council;
- (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
- (iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities;

1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities; and

1.2.6 where this Agreement has been translated into a language other than the English language, the English language version shall prevail.

2 Recipient's obligations

2.1 The Recipient warrants that the information given to the British Council in connection with the Project Proposal is true and acknowledges that the British Council awards the Grant on this basis.

2.2 The Recipient shall apply the Grant solely and exclusively for the purposes of funding the Project. The Recipient agrees to reimburse the British Council in full if the Grant is not used for this purpose.

2.3 The Recipient confirms that the Project and the award of the Grant to it shall not breach any applicable State subsidy control rules.

2.4 The Recipient shall notify the British Council in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to it for any purpose whatsoever as soon as it is approved.

2.5 The Recipient shall deliver the Project with (i) reasonable skill and care and to the highest professional standards (ii) in compliance at all times with the terms of this Agreement (and, in

particular, the Special Terms (Schedule 1) and the Project Proposal (Schedule 2)), the reasonable instructions of the British Council and all applicable regulations and legislation in force from time to time. The Recipient shall allocate sufficient resources to enable it to comply with its obligations under this Agreement.

- 2.6 The Recipient shall comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements and/or the Eligibility Criteria.
- 2.7 The Recipient shall comply with the Funder Requirements (if any) and shall do nothing to put the British Council in breach of the Funder Requirements (if any).
- 2.8 The Recipient shall not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British Council or the Funder (if any) or their respective officers, employees, agents or contractors.
- 2.9 The Recipient shall keep full and proper accounts and records of income and expenditure with regard to the Project and the British Council shall be entitled to receive copies of all information reasonably required on request (including, without limitation, bank statements, receipts and vouchers for expenditure incurred) and to audit the administration by the Recipient of the Grant and the Project.
- 2.10 Where the British Council and/or the Funder requires more information or considers that any report and/or other documentation is not acceptable, or where the British Council and/or the Funder believes that the performance of the activity undertaken is not in accordance with this Agreement, the British Council shall provide sufficient details to the Recipient to enable it to rectify the situation. The British Council reserves the right to suspend or terminate (as the case may be) the Project and the Agreement in the event that the Recipient is not able to rectify the situation to the satisfaction of the British Council (and/or the Funder).
- 2.11 The Recipient undertakes to work with the British Council to monitor and evaluate progress made towards achieving the Project through regular communication, face to face meetings if required and progress reports and agrees to provide any relevant information related to the activities detailed in the Project Proposal as and when requested.
- 2.12 The Recipient shall comply with all applicable legislation and codes of practice relating to child protection and the promotion of the welfare of children in force in England and Wales and any other territory in which the Project takes place or to which the Project relates.
- 2.13 The Recipient shall use its reasonable endeavours to ensure that it does not become involved in any conflict of interests between the interests of the British Council and/or the Funder and the interests of the Recipient itself or any client of the Recipient. The Recipient shall notify the British Council in writing as soon as is practically possible of any potential conflict of interests and shall follow the British Council's reasonable instructions to avoid, or bring to an end, any conflict of interests. In the event that a conflict of interests does arise, the British Council shall be entitled to terminate this Agreement on immediate written notice.
- 2.14 The Recipient acknowledges that the British Council endorses/supports the requirements of the IATI standard and shall assist and cooperate with the British Council, to enable the Recipient to

understand the different elements of IATI implementation and to comply with the different data, policy and technical considerations that need to be taken into account.

- 2.15 The Recipient shall provide all necessary assistance as reasonably requested by the British Council to enable it to respond to the IATI requirements.

3 Capital Assets

- 3.1 A “**Capital Asset**” means any item of equipment or other asset costing £500 (five hundred pounds) (excluding VAT) or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Grant.
- 3.2 The Recipient shall obtain the prior written consent of the British Council (and, where applicable, the Funder) before purchasing any Capital Asset.
- 3.3 Subject to clause 3.2, the Recipient shall advise the British Council in writing of the purchase of any Capital Asset and shall advise the British Council of its date of purchase, its purchase price (excluding VAT), its location and details of anyone else having an interest in the Capital Asset.
- 3.4 The Recipient shall not dispose of any Capital Asset without the British Council’s prior written consent. The British Council may require the sale of any Capital Asset at open market value and may also require payment to the British Council of a share of the net proceeds of sale in proportion to the amount of Grant contributed to its purchase.

4 Withholding, Reduction and Repayment of the Grant

- 4.1 The British Council may (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Grant if:
- 4.1.1 the Recipient fails to comply with the terms of this Agreement;
 - 4.1.2 the Recipient breaches the warranty in clause 4.2 of Schedule 1;
 - 4.1.3 the Recipient makes a change to the Project which the British Council and/or the Funder has not approved;
 - 4.1.4 the Recipient attempts to dispose of a Capital Asset without the British Council’s prior written consent;
 - 4.1.5 there is any financial irregularity or fraud in the operation of the Project;
 - 4.1.6 there has been any overpayment of the Grant; or
 - 4.1.7 the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.
- 4.2 The British Council will notify the Recipient in writing of any decision it (or the Funder) takes to reduce, withhold or claim a repayment of the Grant or any part of it and will, if appropriate, arrange a meeting with the Recipient to discuss the consequences of such decision.

- 4.3 If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.
- 4.4 The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. The Recipient will deduct any such taxes out of the Grant and in no circumstances shall the British Council be required to pay any additional sums in respect of such taxes. In the event that the British Council is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, the British Council shall deduct and account for such taxes before paying the remainder of the Grant to the Recipient and shall notify the Recipient in writing of all such sums properly deducted.

5 Change Control

- 5.1 If the Recipient wishes to change the scope of the Project, it shall submit details of the requested change to the British Council in writing and such change shall only be implemented if agreed in accordance with the remainder of this clause.
- 5.2 If the Recipient requests a change to the scope of the Project, it shall send such request to the British Council in writing, accompanied by a written statement of the following matters:
- 5.2.1 the likely time required to implement the change;
 - 5.2.2 any foreseeable impact that the proposed change may have on the Recipient's compliance with the Eligibility Criteria;
 - 5.2.3 any other impact of the proposed change on the terms of this Agreement; and

the British Council shall withhold or give its consent to such change in its sole discretion. If the British Council allows the Recipient to proceed with the change, the Recipient shall do so, following a variation of this Agreement in writing reflecting the agreed change in accordance with clause 21.

6 Intellectual Property Rights

- 6.1 Where any Intellectual Property Rights owned or licensed by the British Council are required to be used in connection with the delivery of the Project, the Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by the British Council.
- 6.2 The Recipient is responsible for obtaining any licences, permissions or consents in connection with any third party Intellectual Property Rights which the Recipient introduces into the Project. In addition, the Recipient warrants that the delivery of the Project does not and will not infringe any third party's Intellectual Property Rights.
- 6.3 The Recipient hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project for non-commercial purposes to publicise and report on the activities of the British Council in connection with the award of the Grant and the delivery of the Project.

7 Liability and Indemnity

- 7.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 7.2 Subject to clauses 7.1, the British Council's total liability to the Recipient in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.
- 7.3 Provided that the British Council has paid the Grant to the Recipient in accordance with this Agreement, the Recipient shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Project and the receipt and use of the Grant and the Recipient shall indemnify and hold the British Council harmless from and against all such claims, costs, expenses, losses and liabilities.
- 7.4 The provisions of this clause 7 shall survive termination of this Agreement, however arising.

8 Confidentiality

- 8.1 For the purposes of this clause 8:
 - 8.1.1 the “**Disclosing Party**” is the party which discloses Confidential Information to, or in respect of which Confidential Information comes to the knowledge of, the other party; and
 - 8.1.2 the “**Receiving Party**” is the party which receives Confidential Information relating to the other party.
- 8.2 The Receiving Party shall take all necessary precautions to ensure that all Confidential Information it receives under or in connection with this Agreement:
 - 8.2.1 is given only to such of its staff and professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement; and
 - 8.2.2 is treated as confidential and not disclosed (without the prior written consent of the Disclosing Party) or used by the Receiving Party or any member of its staff or its professional advisors or consultants otherwise than for the purposes of this Agreement.
- 8.3 The provisions of clause 8.2 shall not apply to any Confidential Information which:
 - 8.3.1 is or becomes public knowledge (otherwise than by breach of this clause 8);
 - 8.3.2 was in the possession of the Receiving Party, without restriction as to its disclosure, before receiving it from the Disclosing Party;

- 8.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 8.3.4 is independently developed without access to the Confidential Information; or
 - 8.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Receiving Party.
- 8.4 Nothing in this clause 8 shall prevent the Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that it does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 8.5 In the event that the Recipient fails to comply with this clause 8, the British Council reserves the right to terminate this Agreement by notice in writing with immediate effect.
- 8.6 The provisions under this clause 8 are without prejudice to the application of the Official Secrets Act 1911 to 1989 to any Confidential Information.
- 8.7 The Recipient acknowledges that the British Council is subject to the Information Disclosure Requirements and shall assist and co-operate with the British Council to enable the British Council to comply with those requirements.
- 8.8 Where the British Council receives a Request for Information in relation to information that the Recipient or any of its sub-contractors is holding on behalf of the British Council and which the British Council does not hold itself, the British Council shall, as soon as reasonably practicable after receipt, forward the Request for Information to the Recipient and the Recipient shall:
- 8.8.1 provide the British Council with a copy of all such information in the form that the British Council requires as soon as practicable and in any event within 10 calendar days (or such other period as the British Council acting reasonably may specify) of the British Council's request; and
 - 8.8.2 provide all necessary assistance as reasonably requested by the British Council to enable the British Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, as applicable.
- 8.9 The Recipient acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the British Council may nevertheless be obliged to disclose the Recipient's Confidential Information in accordance with the Information Disclosure Requirements:
- 8.9.1 in certain circumstances without consulting the Recipient; or
 - 8.9.2 following consultation with the Recipient and having taken its views into account,

provided always that where clause 8.9.1 above applies, the British Council shall, in accordance with the recommendations of the Code, take reasonable steps to draw this to the attention of the Recipient after any such disclosure.

- 8.10 The provisions of this clause 8 shall survive the termination of this Agreement, however arising.

9 Termination

- 9.1 Without prejudice to any other rights or remedies which the British Council may have, the British Council may terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient if:

9.1.1 the Recipient uses the Grant or any part of it other than for the Project;

9.1.2 the Funder Agreement is terminated for any reason;

9.1.3 there is a change of Control of the Recipient; or

9.1.4 the funding for the Grant is otherwise withdrawn or ceases.

- 9.2 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:

9.2.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect);

9.2.2 an order is made or a resolution is passed for the winding-up of the other party or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the other party's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/ or manage or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the other party takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or

9.2.3 the other party ceases, or threatens to cease, to carry on business.

- 9.3 In any circumstances where the British Council has the right to terminate this Agreement it may instead, by serving written notice on the Recipient, suspend the Project for a reasonable period.

- 9.4 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

10 Data Processing

- 10.1 In this clause:

- 10.1.1 “**Data Protection Legislation**” shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Project under this Agreement, including the DPA and/or the GDPR, and/or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);
- 10.1.2 “**DPA**” means the UK Data Protection Act 2018;
- 10.1.3 “**GDPR**” means, as applicable, the General Data Protection Regulation (EU) 2016/679 or the UK GDPR as defined in the DPA (as amended); and
- 10.1.4 “**Personal Data**” means “personal data” (as defined in the Data Protection Legislation) that are processed under this Agreement.
- 10.2 The Recipient shall not breach the Data Protection Legislation and warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the British Council to be in breach of the Data Protection Legislation.

11 Audit

- 11.1 The Recipient will fully co-operate with and assist the British Council in meeting its audit and regulatory requirements by providing access for the British Council, its internal auditors (which shall include, for the purposes of this Agreement the British Council’s internal, audit, security, safeguarding and operational risk functions), its external auditors or any agents appointed by the British Council or their regulators (or any person appointed by such body) to conduct appropriate reviews and inspections of the activities and records of the Recipient (and to take copies of records and documents and interview members of the Recipient’s staff). The Recipient shall maintain all records relating to this Agreement (including the delivery of the Project and the receipt of all grant funding under this Agreement) for a period of five (5) years following the year in which delivery of the Project under this Agreement is completed or such longer period as the British Council may notify to the Recipient in writing from time to time.
- 11.2 The Recipient shall bear its own cost in relation to any reasonable number of audits carried out by the British Council and/or the Funder. Where any audit reveals any breach or non-compliance by the Recipient, the Recipient shall also bear the costs of the British Council and/or the Funder carrying out such audit.

12 Publicity

- 12.1 The provisions of this clause 12 shall apply unless specifically varied by the British Council Requirements or the Funder Requirements.
- 12.2 The Recipient shall:

- 12.2.1 obtain the British Council's prior written consent to all promotional activity, including any use of the British Council's logo or other branding, public statements or press releases issued by the Recipient or on the Recipient's behalf in relation to the Project or any aspect of it;
- 12.2.2 where requested to do so by the British Council, acknowledge the award of the Grant by the British Council (and, where applicable, the Funder) in any publicity about the Project; and
- 12.2.3 following receipt of the British Council's prior written consent to do so, incorporate the British Council's logo in all marketing materials in accordance with the British Council's visual identity guidelines for the Project (being such guidelines as shall be notified in advance to the Recipient) and will not use the British Council's logo for any other purpose whatsoever.

13 Employees

- 13.1 The Recipient agrees that it will not, without the prior written consent of the British Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person during the Term or for a period of 6 (six) months following termination, solicit or entice, or endeavour to solicit or entice away from the British Council any person employed by the British Council and involved directly in the award of the Grant.

14 Anti-Corruption, Anti-Collusion and Tax Evasion

- 14.1 The Recipient undertakes and warrants that it has not offered, given or agreed to give (and that it will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by the Recipient of its obligations under this Agreement.
- 14.2 The Recipient warrants that it, and any Relevant Person, has and will retain in place, and undertakes that it, and any Relevant Person, will at all times comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010), tax evasion (as set out in the Criminal Finances Act 2017) and fraud within its organisation and in connection with its dealings with other parties, whether in the UK or overseas.
- 14.3 The Recipient warrants that:
 - 14.3.1 it, and any Relevant Person, has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Agreement (including in respect of pricing under this Agreement); and
 - 14.3.2 it, and any Relevant Person, has not engaged, and will not at any time engage, in any activity, practice or conduct which would constitute either:
 - 14.3.3 a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or

- 14.3.4 a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017.

Nothing under this clause 14.3 is intended to prevent the Recipient from discussing the terms of this Agreement with the Recipient's professional advisors.

- 14.4 The Recipient acknowledges and agrees that British Council may, at any point during the Term and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that neither the Recipient, the Recipient's Team nor any of the Recipient's Team's directors or shareholders (where applicable), is or have been listed:

- 14.4.1 as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;
- 14.4.2 as being wanted by Interpol or any national law enforcement body in connection with crime;
- 14.4.3 as being subject to regulatory action by a national or international enforcement body;
- 14.4.4 as being subject to export, trade or procurement controls or (in the case of an individual) as being disqualified from being a company director; and/or
- 14.4.5 as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person,

(together the "**Prohibited Entities**").

- 14.5 The Recipient warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.

- 14.6 If any of the Recipient, the Recipient's Team or the Recipient's Team's directors or shareholders (where applicable) is:

- 14.6.1 listed in a Screening Database for any of the reasons set out in clause 14.4, or
- 14.6.2 breaches any of its obligations set out in clauses 14.1, 14.2, 14.3 or 14.5;

then the Recipient shall promptly notify the British Council of any such breach(es) and the British Council shall be entitled to take the steps set out at clause 14.7 below.

- 14.7 In the circumstances described at clause 14.6.1 and/or 14.6.2, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:

- 14.7.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or
- 14.7.2 require the Recipient to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Recipient

(and the Recipient shall take all such steps and shall provide evidence of its compliance if required); and/or

14.7.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or

14.7.4 share such information with third parties.

14.8 The Recipient shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 14.4.

14.9 Without limitation to clauses 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 14.7 and 14.8 above, the Recipient shall:

14.9.1 ensure that all Relevant Persons involved in the Project or with this Agreement have been vetted and that due diligence is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably necessary in relation to a person in that position in the relevant circumstances; and

14.9.2 maintain accurate and up to date records of:

- (i) any requests to facilitate any UK tax evasion offence or any foreign tax evasion offence made to the Recipient or any Relevant Person in connection with the Project or with this Agreement either in the United Kingdom or elsewhere;
- (ii) any action taken by the Recipient or any Relevant Person to inform the relevant enforcement bodies or regulatory authorities that the Recipient or any Relevant Person has been requested to facilitate a UK tax evasion offence or a foreign tax evasion offence (except to the extent that the Recipient or any Relevant Person is prevented by law from doing so);
- (iii) its compliance with its obligations under this clause 14 and all training and guidance provided to Relevant Persons in respect of the obligations under this clause and applicable laws for the prevention of tax evasion;
- (iv) the Recipient's monitoring of compliance by Relevant Persons with applicable policies and procedures;
- (v) the measures that the Recipient has taken in response to any incidence of suspected or actual tax evasion or facilitation of tax evasion or breach of this clause 14; and

14.9.3 maintain and provide such access to the records or information referred to in clause 14.9.2; and

14.9.4 ensure that all Relevant Persons involved in performing services in connection with this Agreement are subject to and at all times comply with equivalent obligations to the Recipient under this clause 14.

- 14.10 For the purposes of this clause 14, the expression “**Relevant Person**” shall mean all or any of the following: (a) Relevant Persons; and (b) any Relevant Person employed or engaged by a Relevant Person.

15 Safeguarding and Protecting Children and Vulnerable Adults

- 15.1 The Recipient will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council Safeguarding Policy included in the British Council Requirements as amended from time to time, which the Supplier acknowledges may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks⁸.
- 15.2 The Recipient must provide to the British Council, documentary evidence of the relevant disclosure and/or the criminal records checks in advance of undertaking any activities involving children and/or vulnerable adults in connection with the Project under this Agreement.
- 15.3 In addition, the Recipient will ensure that, where it engages any other party in connection with the Project under this Agreement, that party will also comply with the same requirements as if they were a party to this Agreement.

16 Anti-slavery and human trafficking

- 16.1 The Recipient shall:
- 16.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;
 - 16.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 16.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the British Council from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
 - 16.1.4 notify the British Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.
- 16.2 If the Recipient fails to comply with any of its obligations under clause 16.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

⁸ Equivalent local checks include, but are not limited to, the ACRO Criminal Records Office, 'International Child Protection Certificate' online criminal records checks and Code of Good Conduct' or any other services as detailed at the following link: <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants> (when/if link does not work contact the British Council Project manager)

- 16.2.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or
- 16.2.2 require the Recipient to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Recipient (and the Recipient shall take all such steps); and/or
- 16.2.3 reduce, withhold or claim a repayment (in full or in part) of the Grant; and/or
- 16.2.4 share with third parties information about such non-compliance.

17 Equality, Diversity and Inclusion

- 17.1 The Recipient shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 17.2 The Recipient shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

18 Assignment

- 18.1 The Recipient shall not, without the prior written consent of the British Council, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 18.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. The Recipient warrants and represents that it will (at the British Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 18.2.

19 Waiver

- 19.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

20 Entire agreement

- 20.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

21 Variation

- 21.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

22 Severance

- 22.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

23 Counterparts

- 23.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

24 Third party rights

- 24.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 18 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 24.2 The parties agree that no consent from the British Council Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

25 No partnership or agency

- 25.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

26 Force Majeure

- 26.1 Subject to clauses 26.2 and 26.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business and/or material obligations hereunder by a Force Majeure Event.
- 26.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:

- 26.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - 26.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - 26.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 26.3 Nothing in this clause 26 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by a Force Majeure Event).

27 Notice

- 27.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party), or by email, and shall be delivered:
- 27.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 27.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal Working Day in the country specified in the recipient's address for notices after the date of posting;
 - 27.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working Day in the country specified in the recipient's address for notices after the date of posting; or
 - 27.1.4 by email to the relevant email address specified in clause 6.1 of Schedule 1 (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if this time falls outside of normal working hours in the United Kingdom (or such other country as has been specified by the receiving party), when normal working hours resume, in each case provided that no out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice. If an out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice, then no valid notice has been delivered and the notice must be sent by one of the alternative methods listed above.

- 27.2 To prove service of notice under clauses 27.1.1 to 27.1.3 above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

28 Governing Law and Dispute Resolution Procedure

- 28.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 28.2 Subject to the remainder of this clause 28, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.
- 28.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 28.3, either party may commence proceedings in accordance with clause 28.2.
- 28.4 Nothing in this clause 28 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.