

Responsible AI Consortium Terms and Conditions

Description

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[Back to all Terms & Conditions](#)

TERMS AND CONDITIONS FOR MEMBERS JOINING THE RESPONSIBLE AI CONSORTIUM

The Responsible AI Consortium (the '**Programme**') has been established by QS Quacquarelli Symonds Ltd ('**QS**') and Founding Schools.

1 DEFINITIONS

1.1 In these Terms and Conditions the following words and expressions shall have the following meanings:

'Agreement' means the Consortium Agreement between the Founding Members entered into on 5 November 2024 and includes the Schedule, the Annexes and the Appendices incorporated into it;

'Arising Intellectual Property' means an Intellectual Property Right created by a Party as part of their participation within the Consortium.

'Background' means information, data, techniques, Know-how, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one Party (whether belonging to that Party or to a third party) to another Party or Parties for use in the Programme, and whether before or after the date of these Terms and Conditions, except any Result.

'Challenge' shall mean project-based learning experiences for students (enrolled at the Founding Schools or Members who have elected to be involved in this part of the Programme) with an Organisation;

'Confidential Information' shall mean all information or data (whether oral, visual or recorded in writing, in any other medium or by any other method) obtained by or disclosed to one party from or by the other party pursuant to or in connection with these Terms and Conditions (including, without limitation, any information relating to a party's operations, processes, services, materials, data, plans, ideas, intentions, proposals, market opportunities, terms of business, research, know-how, design rights, trade secrets, software, finances, customers, staff, students and business affairs or a Party's Intellectual Property).

‘Consortium’ means the Consortium of the Founding Members and the Members to deliver the Programme

‘Cycle’ shall mean any stage of the Programme in which a Challenge is being undertaken by Participants.

‘Data Protection Legislation’ shall mean while they remain in force the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the European General Data Protection Regulation 2016 ((EU) 2016/679), the UK GDPR 2020 and any other laws and regulations relating to the processing of personal data and privacy which apply to a Party and, if applicable, the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority;

‘Founding Members’ means the Founding Schools and QS;

‘Founding Schools’ means, as of 1 January 2025, Imperial Business School, EDHEC Business School and Luiss Business School

‘Funding’ means the monies provided by the Members for the purposes of carrying out the Programme;

‘Intellectual Property Rights’ means patents, rights to inventions, trademarks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;

‘Know-how’ means unpatented technical information (including but not limited to information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) which is not in the public domain;

‘Liability’ means all and any liability costs, losses, expenses or damages suffered or incurred by a Party and all and any claims made against any of the parties in the delivery of these Terms and Conditions;

‘Members’ means any academic institutions that accede to the Consortium after the Parties have established the Programme.

‘Mentor’ a representative of the Founding Schools or a Member including but not limited to a faculty member, PhD student, postdoctoral student or executive MBA student who undertakes the role of a guide to Participants on a Challenge and provides assessment of the Challenge deliverables.

‘Month’ means a calendar month;

‘Organisation’ means a company, charity, NGO, global body or any other legal entity (other than a Founding School or Member) that is providing a Challenge or Project for the Programme;

‘Participants’ means any registered student or Mentor (in the case of a Challenge) or a staff or faculty member (in the case of a Project) of the Founding Schools or one of the Members.

‘Party’ means a Founding Member or Member

‘Personal Data’ has the meaning ascribed to it in the Data Protection Legislation.

‘Programme Board’ is the group responsible for delivering the Programme as more particularly set out at Clause 3;

‘Project’ means a project other than a Challenge offered by an Organisation, Founding School or Member undertaken by a team of Participants;

‘Results’ means all information, data, techniques, Know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the Programme;

‘Strategic Board’ is the group responsible for overseeing the Programme as more particularly set out in Clause 3.

1.2 References to clauses and schedules are to the clauses and schedules of these terms and conditions.

1.3 Any words following the terms including: include, in particular, for example, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 A reference to a company shall include any company, corporation, international organization, NGO or other body, wherever and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.10 A reference to writing or written includes email.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2 PRINCIPAL OBLIGATIONS

- 2.1 Members undertake to take part in the efficient implementation of the Programme, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under these Terms and Conditions as may be reasonably required from it.
- 2.2 Members undertake to notify promptly, in accordance with the governance structure of the Programme, any significant information, fact, problem or delay likely to affect the Programme.
- 2.3 Members shall take reasonable measures to ensure the accuracy of any information or materials they supply to the other Parties.
- 2.4 A Member that enters into a subcontract or otherwise involves third parties (including but not limited to affiliates) in the Programme remains responsible for carrying out its relevant part of the Programme and for such third party's compliance with the provisions of these Terms and Conditions. It has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under these Terms and Conditions.
- 2.5 Members shall maintain day to day management systems, which shall be sufficient for the purposes of complying with the terms of these Terms and Conditions.
- 2.6 Members agree to payment of the Funding as set out in their membership application.
- 2.7 Members will carry out the tasks allotted to them in Schedule 1, and will provide the human and other resources, Background, materials, facilities and equipment which are designated as its responsibility in the Programme.
- 2.8 Members will obtain and maintain all regulatory and ethical licences, consents and approvals necessary to allow it to carry out the tasks allotted to it in Schedule 1 and will carry out the Programme in accordance with all laws and regulations which apply to its activities under or pursuant to these Terms and Conditions.
- 2.9 Members shall promote the Programme (including or excluding the Challenges depending on whether the Member has opted to participate in such Challenges) to its staff and students in order to encourage participation in the Programme. A maximum of 100 Participants from each Member per academic year shall be able to participate in Challenges.
- 2.10 Members will ensure that its staff involved in the Programme: observe the conditions attaching

to any regulatory and ethical licences, consents and approvals; and keep complete and accurate records of all research, development and other work carried out in connection with the Programme.

2.11 Members will ensure that its staff involved in the Programme, when working on or visiting another Party's premises, comply with another Party's health and safety and security policies and procedures and, when accessing or using the other Party's information systems, comply with such Party's information security policies and procedures.

2.12 Although each of the Parties will use reasonable endeavours to carry out the Programme, no Party undertakes that the Programme will lead to a particular result, nor does it guarantee a successful outcome to the Programme.

2.13 Members warrant to the other Parties that it has full power and authority under its constitution, and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into and perform these Terms and Conditions.

3 GOVERNANCE STRUCTURE

3.1 The organisational structure of the Consortium shall comprise the following Groups:

3.1.1 **Strategic Board:** the Senior Level Board which will act as the ultimate decision making body of the Consortium; this Board will seek input from the Programme Board regularly and will be the body responsible for determining whether the Consortium continues and for decisions with respect to funding and contributions from members;

3.1.2 **Programme Board:** the supervisory body for the execution of the Programme which shall report to and be accountable to the Strategic Board, the Programme Board shall be where the academic collaboration around the programme happens, and the discussion of anything pertaining to the Participants and Mentors;

4 DURATION OF MEMBERSHIP

Membership will commence on the date specified in the membership booking form and continue for a term of three years and, at the end of that term and every year thereafter automatically renew for further 1 year terms unless terminated early in accordance with Clause 14 of these Terms and Conditions.

5 PAYMENT TERMS

5.1 Members will pay Funding to QS in accordance with their membership booking form within 30 days after receipt of an invoice, such invoices to be issued in accordance with the payment schedule set out in the membership application. The Funding amount applies during the first year of membership and may be subject to change thereafter as follows: the Programme Board shall review the Funding

annually, agree it and inform the Members in writing at least 6 months prior to implementation of any changes. Where the Programme Board cannot reach agreement on the Funding the amount payable shall be increased annually in accordance with the UK retail prices index (all items) rate for the most recent published month immediately preceding the review date.

5.2 All amounts payable to the QS under these Terms and Conditions are exclusive of [VAT](#) (or any [similar tax](#)), where applicable and which the Members will pay at the rate from time to time prescribed by law.

5.3 If a Member fails to make any payment due to QS under these Terms and Conditions, without prejudice to any other right or remedy available to QS, QS may charge [interest](#) (both before and after any judgement) on the amount outstanding, on a daily basis at the rate of two per cent per annum above the London Interbank Offer Rate from time to time in force. That interest will be calculated from the date or last date for payment to the actual date of payment. The defaulting will pay that interest to QS on demand.

6 INTELLECTUAL PROPERTY

6.1 The Members work together on Projects linked to the Responsible AI Consortium. These Projects will result in co-created education-enhancement outputs, such as information reports, shared between the Members. The work may also result in research that is shared more widely, for example at conferences or publications. Any co-created outputs will be co-owned by the Members participating in that Project and, where co-owners agree, communicated with the Consortium Members more widely.

6.2 These Terms and Conditions do not affect the ownership of any Intellectual Property Rights in any Background or in any other technology, design, work, invention, software, data, technique, Know-how, or materials which are not Results. The Intellectual Property Rights in them will remain the property of the Party which contributed them to the Programme (or its licensors). No licence to use any Intellectual Property Rights is granted or implied by these Terms and Conditions except the rights expressly set out herein.

6.3 Each Party grants the other a royalty-free, fully paid-up, non-exclusive licence to use its Background for the purpose of carrying out the Programme. No Party may grant any sub-licence to use the other's Background except that a Party may allow any other Party and any person working for or on behalf of any Party, to use its Background for the purpose of carrying out the Programme.

6.4 Each Party will own the Intellectual Property Rights in the Results it creates, and may take such steps as it may decide from time to time, at its expense, to register and maintain any protection for the Intellectual Property Rights in the Results, including filing and prosecuting patent applications for any of the Results and taking any action in respect of any alleged or actual infringement of any Intellectual Property Rights in the Results.

7 PUBLICATION AND IMPACT

7.1 The Programme is undertaken by a number of Members who are academic institutions who are acting in pursuance of a primary charitable purpose; that is the advancement of education through teaching and research. Therefore, notwithstanding any other provision of these Terms and Conditions, any employee or student of any Member (whether or not involved in the Programme) may, provided that no Party has received a Confidentiality Notice under clause 7.2:

7.1.1 discuss work undertaken as part of the Programme in the Academic Party's seminars, tutorials and lectures; and

7.1.2 share, through publications and public presentations, any Background of any of the Parties and any of the Results.

7.2 Each of the Members that is an academic institution will submit to any other Member which owns the Intellectual Property Rights in any of the Results and to any Member which has contributed any Background to the Programme, in writing, details of those Results, and of that Background which any employee or student of that Member that is an academic institution intends to Publish, at least 30 days before the date of the proposed submission for Publication. Any other Member may, by giving written notice to the Member which has submitted those details (a "**Confidentiality Notice**"):

7.2.1 require that Member to delay the proposed Publication for a maximum of 3 months after receipt of the Confidentiality Notice if, in its reasonable opinion, that delay is necessary in order to seek patent or other protection for any of the Intellectual Property Rights in any of the Results Publication of any of its Background or any of its Background which are to be Published; or

7.2.2 require the redaction of any of its Background which is Confidential Information and which, in each case, cannot be protected by patent or other Intellectual Property Right registration or which can be protected in that way but which the owner of that Result or the contributor of that Background has chosen not to protect in that way.

7.3 The Confidentiality Notice must be given within 30 days after receipt of details of the proposed Publication. If a Confidentiality Notice is not received within that period, the proposed Publication may proceed, except in relation to any other Party's Background which is that Party's Confidential Information and which may not be Published unless that Party has given its written consent to that Publication.

7.4 Nothing contained within these Terms and Conditions shall prevent or hinder registered students of any Member that is an academic institution from submitting for degrees of that Member, dissertation or theses based on results obtained during the course of work undertaken as part of the Programme; or from following that Member's procedures for examinations and for admission to postgraduate degree status.

7.5 Nothing in the agreement prevents any Member from issuing press releases or similar to promote the Programme and the work of the Programmes. Members are permitted to use each other branding, in line with the branding guidelines issues to each other from time to time, providing it is for the purposes of promoting the Programme and the work of the Programme.

7.6 The provisions within this clause 7 shall survive for a period of 5 years, post termination or

expiry of these Terms and Conditions.

8 PROVISION OF RECORDS AND INFORMATION

8.1 Throughout the term of these Terms and Conditions the Members will keep any records and information pertaining to the programme that the Programme Board have advised the Members of and may, from time to time reasonably require the Members to keep.

8.2 Each Member will provide to any other Member information and documentary records it may reasonably request in support of any claim relating to Funding.

8.3 Members warrant that all information provided or made available any other Party pursuant to this Clause 8 or any other clause of these Terms and Conditions will be to the best of its knowledge true and accurate in all material respects.

8.4 Members will seek advanced written approval from the Programme Board for any material change that it intends to undertake.

9 CONTROL OF THE PROGRAMME

9.1 The Programme Board shall at all times be in control of all aspects of the Programme and the Members shall follow all reasonable instructions of the Programme Board in relation to the same.

9.2 The Members shall have a formal institution complaints policy (a copy of which shall be provided to the Programme Board on accession to these Terms and Conditions) and ensure that all Participants are aware of:

9.2.1 their status as Participants in the Programme;

9.2.2 their right to complain to the relevant Member, of which they are a student or employee, about any aspect of the Programme;

9.2.3 how such a complaint may be made; and

9.2.4 the fact that such complaint cannot lead to action being taken against the Participant by the Member.

10 HEALTH AND SAFETY

The Parties have agreed that it will be made clear in terms and conditions provided to Participants that engagement with Organisations will be completely virtual, and that no physical engagement with Organisations will be required.

11 LIABILITY

11.1 Members will each severally indemnify the other Members fully in respect of any Liability which arises as a result of any act of omission on the part of that Member (including, without limitation, any noncompliance with health and safety legislation) except to the extent that such Liability is due to a negligent act or omission on the part of the other Member.

11.2 Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the negligent performance of the said Party's obligations by it or on its behalf under these Terms and Conditions.

11.3 The liability of any Party for any breach of these Terms and Conditions, or arising in any other way out of the subject-matter of these Terms and Conditions, will not extend to loss of business, anticipated business or loss of profit, wasted management time, or to any indirect, incidental or consequential damages or losses.

11.4 No Party makes any representation or warranty that advice or information given by any of its staff, students, agents or appointees who work on the Programme, or the content or use of any materials, works or information provided in connection with the Programme, will not constitute or result in infringement of third-party rights.

11.5 No Party accepts any responsibility for any use which may be made of any work carried out under or pursuant to these Terms and Conditions, or of the Results, nor for any reliance which may be placed on such work or Results, nor for advice or information given in connection with them.

11.6 The Parties undertake to make no claim in connection with these Terms and Conditions or its subject matter against any staff, students, agents or appointees of the other Parties (apart from claims based on fraud or wilful misconduct). This undertaking is intended to give protection to individuals it does not prejudice any right which a Party might have to claim against any other Party.

11.7 Save for Clause 11.8 the maximum liability of any Party under or otherwise in connection with these Terms and Conditions or its subject matter shall not exceed £50,000.

11.8 Nothing in these Terms and Conditions limits or excludes a Party's liability for:

11.8.1 death or personal injury resulting from negligence; or

11.8.2 any fraud or for any sort of other liability which, by law, cannot be limited or excluded.

11.9 If any sub-clause of this Clause 11 is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded then such liability shall be subject to the remaining sub-clauses of this Clause 11.

12 INSURANCE

All Parties will ensure that adequate and appropriate liability insurance is maintained in relation to its activities including but not limited to professional indemnity insurance, employer's liability insurance and public liability insurance each with a limit of indemnity as required by law.

13 CO-OPERATION AND SUB-CONTRACTING

No Member will assign or purport to assign any of their rights under these Terms and Conditions nor subcontract to any third party any part of the provision of the Programme without the prior approval in writing of the Programme Board.

14 TERMINATION AND WITHDRAWAL

14.1 Any Member (the "**Withdrawing Party**") may withdraw from the Programme upon six (6) months prior written notice to the others, where it considers withdrawal justified on the grounds that no further purpose to the Programme would be served by the Withdrawing Party continuing in the Programme. Withdrawal by the Withdrawing Party will only take place after discussions in the Strategic Board. Such discussions to occur within three (3) months of submission by the Withdrawing Party of notice to withdraw, after which the Parties will confirm to the Withdrawing Party the official date of withdrawal ("**Date of Withdrawal**").

14.2 Any Member may withdraw from the Programme by written notice to the Programme Board if:

14.2.1 there is a repudiatory breach by QS or the Founding Schools of the terms of the Programme which breach is not capable of remedy; or

14.2.2 there is a material breach by QS or the Founding Schools of the terms of the Programme which breach is capable of remedy but which is not remedied to the reasonable satisfaction of the Members within one month after the Members has given written notice of the breach and requiring it to be remedied; or

14.2.3 QS or the Founding Schools stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) when they fall due.

14.3 The Withdrawing Party shall not from the Date of Withdrawal be entitled to recover any of its costs incurred in connection with the Programme and shall, from the Date of Withdrawal, comply with any conditions that may be imposed and which shall include (without limitation): 14.3.1 rights granted to the other Parties in respect of the Withdrawing Party's Background Intellectual Property shall continue for the duration of the Programme solely for the purposes of carrying out the Programme, subject to the restrictions contained in these Terms and Conditions;

14.3.2 to the extent that exploitation of any other Party's/Parties' Arising Intellectual Property is

dependent upon the Withdrawing Party's Background Intellectual Property, then the Withdrawing Party shall, to the extent that it is free to do so, grant to the other Party/Parties a non-exclusive licence to such Background Intellectual Property on fair and reasonable terms to be agreed;

14.3.3 the Withdrawing Party shall grant to the other Parties a non-exclusive, royalty-free

licence to use the Withdrawing Party's Arising Intellectual Property for the purposes of carrying out the Programme

14.3.4 all rights acquired by the Withdrawing Party to the Background Intellectual Property and Arising Intellectual Property of the other Parties shall cease immediately other than in respect of the Withdrawing Party's interest in any jointly owned Intellectual Property.

14.4 The Programme Board may terminate the participation of one or more Members by written notice to the Members if:

14.4.1 there is a material breach by one of more of the Members of these Terms and Conditions which breach is not capable of remedy; or

14.4.2 there is a material breach by one of more of the Members of these Terms and Conditions which breach is capable of remedy but which is not remedied to the reasonable satisfaction of the Founding Members within one month after the Founding Members has given written notice of the breach to the Members requiring it to be remedied.

14.4.3 One of more of the Members proposes or enters into an arrangement or composition for the benefit of its creditors or is the subject of any distress execution sequestration or other process levied upon or enforced against any part of the Members undertaking, property, assets or revenues.

14.5 Should the Consortium Agreement between the Founding Members be terminated then the Programme shall automatically terminate and the participation of all Members shall cease.

14.6 Any termination will be without prejudice to any right of any party against the other in respect of any antecedent breach of these Terms and Conditions.

14.7 Any rights of termination set out above are in addition to any other rights for termination which may be set out elsewhere in these Terms and Conditions.

14.8 Clauses 6, 8, 10, 11, 15, 17 and 21 shall survive the completion or termination of the Programme for any reason and will continue in full force and effect indefinitely.

14.9 On the termination of the Programme all rights and licences granted by one Party to the other Party under or pursuant to these Terms and Conditions will automatically terminate except any right to Publish in accordance with clause 8.

15 FREEDOM OF INFORMATION AND CONFIDENTIALITY

15.1 Parties undertake to use any information or other material disclosed to it in connection with the

Programme solely for the purpose for which such information or other material was disclosed to it.

15.2 Members acknowledge that some Parties are subject to freedom of information or public access laws and each Party shall assist and co-operate with other Parties (on request and at each party's own expense) to enable them to comply with information disclosure requirements or any other similar legislation, regulations or guidance controlling, regulating or giving access to information and data from time to time in so far as the same relates to the Programme.

15.3 Members shall (and shall procure that all its staff, contractors and agents engaged in performing services for the Programme shall) observe and comply with all other applicable laws, statutes, rules, regulations, secondary legislation, bye-laws, common law, directives, judgements, decisions or orders of any court or tribunal of competent jurisdiction, codes of practice and guidance and other requirements, each having the force of law for the time being.

15.4 Members will, for the duration of their membership and 3 years thereafter, keep confidential, and will not disclose, any and all Confidential Information of any other Party which is disclosed to or obtained by it under, as a result of or in connection with the Programme and will not use such Confidential Information or divulge it to any third party or employee except for the purposes of performing its obligations under these Terms and Conditions. A Party in receipt of the Confidential Information of another Party must ensure that its staff, officers and agents and any relevant third parties are aware of the confidential nature of the Confidential Information and comply with the provisions of this clause 15 as if named as a party.

15.5 The obligations of confidentiality under this clause 15 do not apply to any information or material which the recipient party can prove:

15.5.1 was already known to it or in its possession before it received it from the disclosing party;

15.5.2 was disclosed to it lawfully and without restriction as to its disclosure by a third party who did not obtain it (whether directly or indirectly) from the disclosing party and did not breach any confidentiality obligations by making such disclosure to it;

15.5.3 was in the public domain at the time of receiving it or has subsequently entered the public domain other than because of a breach of this clause 15 or of any obligation of confidentiality owed by the recipient party or by any of its staff or agents to the disclosing party; or

15.5.4 is required to be disclosed by applicable law (including, without limitation, Freedom of Information Legislation) or by order or regulation of a court or regulatory body of competent jurisdiction.

15.5.5 Is authorised for realise in writing by an authorised representative of the disclosing party.

16 ANTI-BRIBERY

Each Member will, in connection with the Programme:

- 16.1 comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-bribery or anti-corruption (or both), including the Bribery Act 2010;
- 16.2 not do anything which would constitute an offence under section 1, 2 or 6 of the Bribery Act 2010 if it had been carried out in the United Kingdom;
- 16.3 have policies and procedures (including adequate procedures as determined in accordance with section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) to ensure compliance with paragraphs 16.1 and 16.2 above;
- 16.4 follow and enforce the policies and procedures referred to in paragraph 16.3 above;
- 16.5 promptly report to the other Parties any request or demand for any undue financial or other advantage of any kind received by it;
- 16.6 provide such evidence of compliance with this Clause as the Founding Parties may reasonably request from time to time;
- 16.7 keep accurate and up to date records and books of account showing all payments made by it in connection with these Terms and Conditions and the Programme and the steps taken by it to comply with this Clause. (Those records and books of account must be sufficient to allow the other Parties to verify compliance with this Clause.); and
- 16.8 on request during normal working hours, allow the other Party access to and to copy those records and accounts and to meet with its personnel to verify compliance with this Clause.
- 16.9 Each Party will ensure that any Person associated with it (as determined in accordance with section 8 of the Bribery Act 2010 and clause 18.10 below) who is involved in the Programme, is involved in the Programme only on the basis of a written contract which imposes on that person terms equivalent to those imposed on that Party in these Terms and Conditions.
- 16.10 Each Party will ensure that each Person referred to in clause 16.9 above complies with terms equivalent to the terms imposed by these Terms and Conditions, and will be liable to the other Party for any breach by that person of any of those terms.

For the purposes of this Clause 16 a 'Person' means a person associated with a Party includes its staff, its students, its group companies and subcontractors and their respective staff.

17 DATA PROTECTION

- 17.1 Members severally undertake that, in relation to its performance of this Contract and/or as required for the proper and lawful operation of this Contract, it will comply with all applicable laws, regulations, orders and codes of practice from time to time in force relating to data protection, including the Data Protection Legislation.
- 17.2 Members shall ensure that any Personal Data shall be treated at all times as confidential and

processed in accordance with the lawful basis or bases for its processing including during collection, handling and use, and that the Personal Data (including in any electronic format) shall be stored securely at all times and with all technical and organisational security measures that would be necessary for compliance with Data Protection Legislation. Any Party handling Personal Data shall take appropriate measures to ensure the security of all Personal Data and guard against unauthorised access thereto or disclosure thereof or loss or destruction while in its custody.

17.3 Members agree that, where appropriate, they will undertake a comprehensive data mapping and data protection impact assessment, in order to determine what form of data sharing, or data processing agreement is required between them.

17.4 No information which would lead to the identification of an individual shall be included in any publications without the prior agreement in writing of the individual concerned. This clause is intended to protect the privacy of participants in the Programme who are not parties to these Terms and Conditions and shall not affect the moral rights of any contributor to the publication nor is it intended to fetter the academic custom and practice applied to publications under the Programme.

17.5 Each Member undertakes to indemnify the other Parties against any dispute, action or claim made against them by a data subject and/or any other person and/or a supervisory Authority as a result of any non-compliance with the applicable personal data protection legislation by that Member.

18 MODERN SLAVERY

Each Member will, in connection with the Programme:

18.1 comply with all laws, statutes and regulations which apply to it or its activities and which relate to anti-slavery and human trafficking, including the Modern Slavery Act 2015;

18.2 not do anything which would constitute an offence under section 1, 2 or 4 Modern Slavery Act 2015 if it had been carried out in the United Kingdom;

18.3 have and maintain its own policies and procedures to ensure compliance with Clauses 18.1 and 18.2 above;

18.4 follow and enforce the policies and procedures referred to in Clause 18.3 above;

18.5 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions which are at least as onerous as those set out in this section of this Clause 18;

18.6 promptly report to the other Party any breach of this section of this Clause 18 of which it becomes aware;

18.7 provide such evidence of compliance with this section of this Clause as the other Party may reasonably request from time to time;

18.8 keep accurate and up to date records to trace the supply chain of all goods and materials supplied by it in connection with these Terms and Conditions and the Programme and the steps taken

by it to comply with this section of this Clause. (Those records must be sufficient to allow the other Party to verify compliance with this Clause 18.8.); and

18.9 on request during normal working hours, allow the other Party access to and to copy the records referred to in Clause 18.8 above and to meet with its personnel to verify compliance with this section of this Clause.

19 FORCE MAJEURE

19.1 If a Party is unable to perform any or all of their respective obligations because of a Force Majeure Event, then that party will be relieved of its obligations for as long as their fulfillment is prevented or delayed as a consequence of any such event. The events referred to in this paragraph are:

19.1.1 Pandemics, epidemics, fire, explosion, flood, reduction or unavailability of power, riot, war, national emergency, act of God, malicious damage, theft, non-availability of material, destruction or damage of essential equipment, or any other act, omission, or state of affairs of a similar nature beyond the reasonable control of any Party.

19.2 If the period of delay or non-performance continues for 3 months, the Parties not affected may terminate participation in the Programme by the affected Party by giving 30 days' written notice to the affected Party.

20 DISPUTE RESOLUTION

20.1 If any dispute arises in connection with the Programme arises the Parties in dispute will first attempt to resolve the dispute by discussion and negotiation between senior leaders at each disputing Party.

20.2 In the event that the dispute has not been resolved within 30 days of being escalated to senior leaders of the Parties as set out in clause 20.1, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other Parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

20.3 The mediation will start not later than 14 days after the date of the ADR notice.

21 GENERAL PROVISIONS

21.1 Members will comply with applicable UK export control legislation and regulations. Each Party will comply with the specific conditions of any US export control legislation of which the other Party has informed it in writing and which are applicable to it.

21.2 These Terms and Conditions does not constitute a partnership, or joint venture or contract of employment between the Parties and the Parties must not act or purport to act as an agent for any of the other Parties.

21.3 The waiver by any Party of any breach of any provision of these Terms and Conditions will not prevent the subsequent enforcement of that provision. Similarly, the waiver will not be deemed to be a waiver of any subsequent breach of that provision or of any other provision.

21.4 These Terms and Conditions and the documents referred to in it contain the entire understanding of the Parties and overrides and supersedes any prior promises, representations, undertakings or implications.

21.5 If any provision of these Terms and Conditions is invalid for any reason, its invalidity will not affect the remainder of these Terms and Conditions which will remain valid and enforceable in all respects.

21.6 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

21.7 No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

21.8 Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Terms and Conditions.

21.9 No one other than a Party to these Terms and Conditions, their successors and permitted assignees, shall have any right to enforce any of its terms.

21.10 If these Terms and Conditions is translated into different languages, then in the case of discrepancy in the interpretation of these Terms and Conditions, the English version shall prevail

22 GOVERNING LAW AND JURISDICTION

22.1 These Terms and Conditions is governed by and should be construed in accordance with English law.

22.2 The Parties submit to the exclusive jurisdiction of the English Courts.

Schedule 1 – Roles and Responsibilities of Members

- To pay the fees set out in the membership application.
- Establish and grow Consortium
 1. To provide visibility of the Consortium to Organisations and Higher Education Institutions through the relevant Member's communication channels, including Member's website.
- Governance arrangements
 1. To contribute to the Programme and delivery design led by the Strategic

Board and Programme Board

1. To nominate individuals to join working groups/project groups as required.
 - iii. To obtain and maintain all regulatory and ethical licenses, consents and approvals.
- AI Competency Framework
 1. To trial use of Framework
 - Challenges – project-based learning (if part of Agreement with Consortium)
 1. To engage with Challenges run by QS.
 2. To provide opportunities for QS-delivered induction and mentoring of students and staff involved with experiential learning programmes.
 - To promote the opportunity to participate in experiential learning programmes to students and Faculty.
 - 1. To nominate an Academic Lead to oversee that institution's participation in the Programme, and/or a Programme coordinator.
 - 2. To participate in panels assessing student outputs from Challenges.
 - 3. To review and provide feedback to Programme Board on experiential learning experiences from student and faculty perspectives.
 - Pilots and Sandboxes
 1. To nominate faculty, staff and students to participate in pilot projects.
 2. To share experiences with other Members.

- PR, Thought Leadership and Research
 1. To nominate faculty, staff and students to contribute to projects linked to four Consortia Pillars.
 2. To engage with research projects, with other Members. iii. To participate in global promotion and showcasing of Consortium research outputs.
- To promote Consortium and outputs produced at internal and external events hosted by Member or attended by staff.

[Back to all Terms & Conditions](#)

[table id=19 /]