Membership Application Form

If you would like to apply for membership of the Centre for intelligent Places Partnership Portfolio Scheme, please complete and return this application form. Please also ensure you read and fully understand the Membership Terms and Conditions attached prior to returning the application form.

Company Name: __________________________________________

Company Address: __________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Company Tel: __________________________________________

Invoicing Address (if different): __________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

The main contact for our Company will be:

Name: __________________________________________

Job Title: __________________________________________

Tel: __________________________________________

Fax: __________________________________________

Email address: __________________________________________
Please indicate with a tick the membership level you wish to apply for, including any additional options you are interested in. We will contact you to discuss optional partnership services on request:

<table>
<thead>
<tr>
<th>Partnership Engagement Levels - Annual Fee</th>
<th>Core Partnership Engagement</th>
<th>Indicate membership level</th>
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<td>Access to CIP events</td>
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<td>Partnership Engagement Levels</td>
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| Platinum £11,995 | √ | √ | √ | Platinum Workshop (2 days with 3 experts) |
|                 |   |   |   |                                          |
| Gold £6,995     | √ | √ | √ | Gold Workshop (1 day with 2 experts)     |
|                 |   |   |   |                                          |
| Silver £2,495   | √ |   | √ | Silver Workshop (half day with 2 experts) |
|                 |   |   |   |                                          |
| Bronze £1,495   | √ |   | √ |                                          |

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**Core Partnership Engagement**

- **Access to CIP events**
  - Annual Conference – up to 3 delegates
- **Access to CIP masterclass/CPD**
- **Access to CIP network**

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**Platinum**
- £11,995
- (2 delegates)
- Partnership Engagement Levels
- Platinum Workshop (2 days with 3 experts)

**Gold**
- £6,995
- (1 delegate)
- Partnership Engagement Levels
- Gold Workshop (1 day with 2 experts)

**Silver**
- £2,495
- (half day with 2 experts)
- Partnership Engagement Levels
- Silver Workshop (half day with 2 experts)

**Bronze**
- £1,495
- Partnership Engagement Levels
- Partnership Engagement Levels
## Optional Partnership Membership (prices upon request)

<table>
<thead>
<tr>
<th>Optional Service</th>
<th>Indicate your interest</th>
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<tr>
<td>Henley Knowledge Hub</td>
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<tr>
<td>Executive education courses and/or access to Henley Partnership Network</td>
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<tr>
<td>CiP Innovation Networks</td>
<td></td>
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<tr>
<td>Access to a range of business networks: Henley Entrepreneurship programme, Henley Business Angels Network (HBAN) crowd sourcing, Henley's e-mentoring networks, business idea incubation clinic, Business in Berkshire (which has 3,500 SMEs), VitalSix Business Network and Henley Business School's Alumni</td>
<td></td>
</tr>
<tr>
<td>Vision2020: The Horizon Network</td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
1. All prices quoted are exclusive of any applicable VAT and other taxes which shall be charged at the prevailing rate at the time of invoicing.
2. Upgrades to membership can be added. If you wish to upgrade your membership, contact us and we will provide details of the additional cost and details of how your membership will be varied.
3. A special pricing structure may be offered if the organisation is already a Henley partner in other programmes.
4. For Platinum membership, we will explore the possibility of planning a bespoke annual engagement programme as an optional extra, at an additional cost to be agreed.
We confirm that we wish to apply for membership of the Centre for intelligent Places Partnership Portfolio Scheme and have read and agree to be bound by the Membership Terms and Conditions attached.

Signed on behalf of the Company:

_____________________________________________________

Name: _____________________________________________

Position: ____________________________________________

Date: _______________________________________________

Please scan and email or fax this form to the Scheme Coordinator:

Edith Rigby
Head of Learning Resources
Centre for intelligent Places
Henley Business School
University of Reading
RG6 6UD
United Kingdom
Tel: +44 118 378 8129
Email: e.rigby@henley.ac.uk
Membership Terms and Conditions

1. Definitions and Interpretation

1.1 The provisions of Annex 1 (Definitions) shall apply and have effect in relation to the words and expressions used in this Agreement.

2. Inconsistency

2.1 In the event of and only to the extent of any conflict between the provisions of the Agreement the conflict shall be resolved in accordance with the following order of precedence:
   2.1.1 The main body of the Membership Terms and Conditions shall prevail; then
   2.1.2 Annex 1 (Definitions); then
   2.1.3 Membership Application Form; then
   2.1.4 Annex 2 (Confidentiality Agreement).

3. Payment

3.1 The University shall issue an invoice for the Annual Fee following its acceptance of a completed Application Form.

3.2 All fees must be paid within 30 days of the date of invoice. Membership shall not commence until payment of the Annual Fee has been made and a signed copy of this Agreement has been returned.

3.3 Subject to Clause 10.2, the Annual Fee is non-refundable.

4. Centre for Intelligent Places Partnership Portfolio Scheme Activities

4.1 In return for payment of the Annual Fee in full, the Member shall have access to the services set out in the Membership Application Form for the level of membership purchased for the period of 12 months.

4.2 A person or organization shall not be entitled to participate in any Scheme activities prior to receipt by the University of the Membership Fee in full.

4.3 Member access to Scheme events is dependent on the level of membership that is purchased as indicated on the Membership Application Form. In the event that the Member wishes to undertake any additional activities which are not covered by the Annual Fee paid by the Member, the Member shall be required to enter into a further agreement governing such activities, including entering into a collaboration research agreement with the University.

5. Member Delegates

5.1 Each Member is entitled to send three Delegates to the Annual Conference without incurring any additional cost.

6. Data Protection and Freedom of Information

6.1 The University may from time to time hold any Data belonging to the Data Subjects which may at any time be in the University’s possession or under its control and shall store such Data securely and where appropriate in accordance with the DPA.

6.2 The University shall ensure that appropriate measures are put in place to protect the Data Subjects’ Data from risks of inappropriate access, inappropriate change or destruction and inappropriate (loss of) accessibility as set out in the Information Security policy of the University which is available on the University of Reading’s website (“the Information Security Policy”).

6.3 In relation to all Personal Data and Sensitive Personal Data as defined in the DPA the University shall at all times comply with the DPA as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with this Agreement, and complying with the University’s Data Protection Policy and Guidance which are available on the University’s website (the “Data Protection Policies”).

6.4 The University shall only undertake processing of Personal Data and Sensitive Personal Data reasonably required in connection with this Agreement. The Member confirms that where it supplies Data to the University, the Data Subjects have consented to such processing.

6.5 The University confirms that it may only transfer Personal Data and Sensitive Personal Data outside the European Economic Area in circumstances that satisfy one of the conditions set out in Schedule 4 of the DPA and where such transfer is necessary for the performance of this Contract. The Member confirms that where it supplies the Data to the University it has obtained the consent of the Data Subject for the University to so transfer such data in these circumstances.

6.6 The University shall not disclose Personal Data or Sensitive Personal Data to any third parties other than:
   6.6.1 as set out in this Agreement;
   6.6.2 to Parties to whom such disclosure is reasonably necessary in connection with the Scheme; or
   6.6.3 to the extent required by law or under
a Court order provided that disclosure under Clause 6.6 is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause.

6.7 The Member recognises the University may be subject to legal duties which may require the release of information under the FOIA, the Environmental Information Regulations, or any other applicable legislation governing access to information, and that the University may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

6.8 The Member will assist the University to enable it to comply with its obligations. In particular, the Member acknowledges that the University is entitled to disclose any and all information relating to this Agreement. In the event that the University receives a request for information under the FOIA, the Environmental Information Regulations, or any other applicable legislation governing access to information, and requests the Member’s assistance in obtaining the information that is the subject of such request or otherwise, the Member will respond to any such request for assistance at its own cost and promptly, and in any event within seven (7) days of receipt of the University’s request.

6.9 The University shall not be liable for any loss, damage, cost, harm or other detriment however caused arising from the disclosure of information relating to this Agreement further to its duties under the FOIA, the Environmental Information Regulations, or other applicable legislation governing access to information.

7. Intellectual Property

7.1 Neither the University nor the Member shall acquire any right, title or interest in the other's Pre-Existing IPR and the Member shall not acquire any right, title or interest in any third party IPR used in connection with the Scheme.

7.2 For the avoidance of doubt neither Party will use the other Party’s trademarks without the prior written approval of that Party.

7.3 The Member shall not, and shall procure that its delegates shall not, without prior approval, use any of the University’s Pre-Existing IPR or disclose it to any third party.

7.4 All title to and all rights and interest in any Deliverables developed in relation to or as a result of this Agreement shall vest in the University unless otherwise agreed between the Parties in writing. Subject to Clause 7.3, the University licenses such rights to the Member free of charge and on a non-exclusive, non-transferrable, worldwide basis to such extent as is necessary to enable the Member to make reasonable use of the Deliverables for the Member’s own internal commercial purposes. This licence does not allow for it to be shared with competitors of the University or otherwise used or shared outside of the Member’s organisation. This licence is revocable.

7.5 The Member acknowledges that nothing in this Contract will limit the right or ability of the University to licence, use, reuse, develop, modify or enhance any IPR or the Deliverables for the benefit of any other Member providing that the University does not use any Pre-Existing IPR owned by the Member.

7.6 The Member shall, during and after the term of this Agreement, indemnify and keep indemnified and hold the University harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the University may suffer or incur as a result of any claim that the use by the University of Pre-Existing IPR provided by or on behalf of the Member infringes or allegedly infringes a third party's IPR.

8. Publication

8.1 Any results from Scheme activities including workshops and other services with Members shall be presented formally to the Members at the Annual Conference.

8.2 After formal presentation according to Clause 8.1 the Enterprise Director may choose to publish the results from Scheme activities in written form or present the results from Scheme activities at conferences outside the Scheme.

8.3 After formal presentation according to Clause 8.1, the Members may use the results from Scheme activities in their own business activities pursuant to the terms of the license at Clause 7.4. Any queries about the business application of any results of the Scheme activities should be referred in writing to the Enterprise Director.

8.4 Any presentation, publication or use according to Clause 8.1, 8.2 or 8.3 shall indicate which Members were involved in the relevant Scheme activity (using their company names in full where possible and appropriate) and any IPR belonging to a Member (if any), subject to the Member’s prior written consent to the University disclosing such information.

9. Confidentiality

9.1 Members in attendance at Scheme events acknowledge and accept the confidential nature of the discussions at such events, and shall abide by the terms of the Confidentiality Agreement at Annex 2 which
forms part of this Agreement.

9.2 Members accept and agree that their membership of the Scheme is not in itself confidential. However in the event that either Party wishes to make a public statement about the terms or scope of this Agreement or any Scheme activities they shall obtain the other Party’s prior written consent and pre-approval to the proposed drafting of such statement, such consent or pre-approval not to be unreasonably withheld or delayed. Subject to compliance with the terms of this Agreement this Clause 9.2 does not apply to internal communications within each Party.

10. Term and Termination

10.1 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if:

10.1.1 the other Party is in material breach of any provision of this Agreement which breach is irremediable or (if it is capable of remedy) the breach has not been remedied within 30 days after receipt of written notice specifying the breach and requiring its remedy; or

10.1.2 the other Party (a) passes a resolution for its winding-up; or if (b) a court of competent jurisdiction makes an order for that Party’s winding-up or dissolution; or makes an administration order in relation to that Party; or if any Party (c) appoints a receiver over, or an encumbrancer takes possession of or sells an asset of, that Party; or (d) makes an arrangement or composition with its creditors generally; or (e) makes an application to a court of competent jurisdiction for protection from its creditors generally.

10.2 If this Agreement is terminated by the Member under Clause 10.1 above, the Member shall be entitled to a refund of the Annual Fee calculated on a pro-rata basis.

10.3 The University may decide to close the Scheme completely. In such circumstances the University will ensure that the Member either receives benefits equivalent to those that would have been received but for the closure of the Scheme for the remainder of this Agreement, or, if unable to do so, a refund of the Annual Fee calculated on a pro-rata basis.

10.4 This Agreement shall commence on the Commencement Date and shall continue throughout the term, unless this Agreement is terminated earlier in accordance with Clauses 10.1 or 10.3 above, until the Member’s membership terminates at which point it shall terminate automatically.

11. Anti-Bribery

11.1 The Parties shall:

11.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);

11.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

11.1.3 comply with the University’s policies on ethics and protocol as may be updated from time to time (“Relevant Policies”);

11.1.4 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 11.1.2, and will enforce them where appropriate;

11.1.5 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;

11.1.6 immediately notify the other Party (in writing) if a foreign public official becomes an officer or employee of it or acquires a direct or indirect interest in it, and each Party warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract;

11.1.7 within one (1) month of the date of this Agreement, and annually thereafter, if so requested by the other Party, throughout the term of this Agreement and for up to twelve (12) months thereafter, certify to the requesting Party in writing signed by an officer of it, compliance with this Clause 11 and all persons associated with it under Clause 11.2. Each Party shall provide such supporting evidence of compliance as the requesting Party may reasonably request.

12. Rights of Third Parties

12.1 Nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.

13. Limitation of Liability

13.1 The Member shall co-operate fully with the University in respect of Scheme activities. Failure by the Member to do so may impact on the ability of the University to provide the Scheme activities in accordance with this Agreement. The University will not be liable for its failure to comply with its obligations under the Agreement or for any losses suffered by the Member as a result.

13.2 No warranty is given by the University in relation to any use which may be made of any work carried out under or pursuant to this Agreement, nor for any reliance which may be placed on such work or results, nor for advice or information given in connection with the Scheme.
13.3 The Members undertake to make no claim in connection with this Agreement or its subject matter against any officers, employees, students, or agents of the University.

13.4 The University shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profit, loss of business, depletion of goodwill or similar losses, loss of goods, loss of contract, loss of anticipated savings, damage to software or hardware, loss or corruption of data or information, special, indirect, consequential or pure economic loss, loss of profits or costs, damages, charges or expenses.

13.5 Subject to Clause 13.5 below, the maximum liability of the University under or otherwise in connection with this Agreement or the Scheme shall not exceed the Annual Fee paid by the Member.

13.6 Nothing in this Agreement limits or excludes the University’s liability for:
13.6.1 death or personal injury resulting from negligence; or
13.6.2 any fraud or fraudulent misrepresentation.

13.7 If any sub-clause of this Clause 13 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 the University 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 13.

14. Notices and Communication

14.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other Party at the following addresses:
14.1.1 For the University: Director of Legal Services, Legal Services department, Whiteknights House, Whiteknights, PO Box 217, Reading, RG6 6AH
14.1.2 For the Member: the address given by the Member at Appendix 2 (Application for Membership), or as otherwise specified by the Member by notice in writing to the University.

14.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address set out at the start of this Agreement, if sent by pre-paid first-class post or recorded delivery, at 10.00 am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

14.3 This Clause 14 shall not apply to the service of any proceedings or other documents in any legal action.

15. Force Majeure

15.1 The University reserves the right to terminate this Agreement if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes (whether involving the workforce of the Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

16. Entire Agreement and Variation

16.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

16.2 No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorized representatives).

17. No Waiver

17.1 Failure to exercise, or any delay in exercising, or a single or partial exercise of any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

18. No Partnership or Agency

18.1 Nothing in this Agreement is intended to or shall be deemed to establish any partnership or joint venture between the Parties or the relationship between them of principal and agent. Neither Party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

19. Governing Law

19.1 This Agreement shall be governed by English Law and the Courts of England and Wales shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with this Agreement.
ANNEX 1 – DEFINITIONS

1. Definitions

In the Agreement the following words and expressions shall have the meanings set out below:

**Academic Director** shall mean Anupam Nanda of the University or his nominated successor.

**Agreement** shall mean the contract formed between the Parties by the Membership application Form, Membership Terms and Conditions and the Annexes.

**Annual Conference** shall mean the annual conference organised by the Scheme.

**Annual Fee** shall mean the sum set out in the Membership Application Form as indicated by the Member.

**Commencement Date** shall mean the date of the University’s acceptance of the Membership Application Form.

**Confidential Information** shall mean all confidential information (however recorded, preserved or disclosed) disclosed by a Party or its Representatives to the other Party and that Party’s Representatives after the date of this agreement including but not limited to:

(a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
(b) any information that would be regarded as confidential by a reasonable business person relating to:
   (i) the business, affairs, students, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and
   (ii) the operations, processes, product information, Intellectual Property Rights, know-how, designs, trade secrets or software of the Disclosing Party;
(c) any information or analysis derived from Confidential Information; and
but not including any information that:
(d) is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this agreement or of any other undertaking of confidentiality addressed to the Party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
(e) was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party; or
(f) was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; or
(g) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or
(h) the Parties agree in writing is not confidential or may be disclosed; or
(i) is developed by or for the Recipient independently of the information disclosed by the Disclosing Party; or
(j) is trivial, obvious or useless.

**Data** shall mean any data, document or information howsoever stored which is communicated in writing, orally, electronically or by any other means by one Party to the other Party or is obtained or gleaned by the receiving Party during the term of this Agreement. Data shall further mean any information, data or document which is compiled for one Party by the other Party during the term of this Agreement.

**Data Subject** has the meaning given to it in the DPA being Members (in the case of individuals), employees (in the case of organisations) and Delegates.

**Delegate** shall mean any individual non-Member who attends the Annual Conference with a Member.

**Deliverables** shall mean all data, results, documents, reports or any materials in any form developed by the University or its
agents, subcontractors, consultants and employees in relation to the Scheme.

**Disclosing Party** shall mean a Party which discloses or makes available directly or indirectly Confidential Information.

**DPA** means the Data Protection Act 1998 as amended or replaced from time to time.

**Enterprise Director** shall mean Nigel Hartley of the University or his nominated successor.

**Environmental Information Regulations** shall mean the Environmental Information Regulations.

**FOIA** shall mean the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time.

**Intellectual Property Rights / IPRs** Shall include all patents, copyright and related rights, trade marks, service marks, business and domain names, rights in goodwill, rights in designs, rights in computer software, database right, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Member** shall mean any person or organisation that has paid the Annual Fee and entered into this Agreement.

**Party** shall mean each of the Member and the University, which together shall be referred to as the “Parties”.

**Purpose** shall mean discussions between the Parties at Scheme events or arising as a result of or in connection with the Scheme or Scheme events (but for the avoidance of doubt excludes discussions at the Annual Conference).

**Pre-Existing IPR** shall mean any IPR belonging to a Party and in existence at the Commencement Date.

**Recipient** shall mean a Party which receives or obtains directly or indirectly Confidential Information.

**Representative** shall mean employees, agents, officers, advisers and other representatives of the Recipient but in the case of the University excludes other members of the Scheme.

**Scheme** shall mean the Centre for Intelligent Places Partnership Scheme based at Henley Business School of the University.

**University** shall mean the University of Reading, Whiteknights, PO Box 217, Reading, Berkshire, RG6 6AH, United Kingdom.
ANNEX 2 - CONFIDENTIALITY AGREEMENT

1. Obligations of Confidentiality

1.1. The Recipient shall keep the Disclosing Party’s Information confidential and, except with the prior written consent of the Disclosing Party, shall:
1.1.1. not use or exploit the Confidential Information in any way except for the Purpose;
1.1.2. not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by the Agreement;
1.1.3. not copy, reduce to writing or otherwise record the Confidential Information except as is strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party); and
1.1.4. apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

1.2. The Recipient may disclose the Disclosing Party’s Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that:
1.2.1. it informs its Representatives of the confidential nature of the Confidential Information before disclosure; and
1.2.2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the Agreement as if they were the Recipient; and it shall at all times be liable for the failure of any Representative to comply with the terms of the Agreement.

1.3. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of this disclosure as is reasonably possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 1.3, it takes into account the reasonable requests of the other Party in relation to the content of this disclosure.

1.4. The Recipient may, provided that the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first notifying the Disclosing Party of such disclosure.

1.5. The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Disclosing Party from time to time) to safeguard the Confidential Information from unauthorised access or use.

2. Return of Information and Announcements

2.1. At the request of the Disclosing Party, the Recipient shall:
2.1.1. destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party’s Confidential Information;
2.1.2. cease all the Disclosing Party’s Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
2.1.3. certify in writing to the Disclosing Party that it has complied with the requirements of this Clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party’s Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under the Agreement. The provisions of the Agreement shall continue to apply to any documents and materials retained by the Recipient.

2.2. If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party’s Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information reasonably necessary to establish that the Disclosing Party’s Confidential Information has not been used or disclosed.

2.3. No Party shall make, or permit any person to make, any public announcement concerning the Agreement, the Purpose or its prospective interest in the Purpose without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange) or by any court or other authority of competent jurisdiction. No Party shall make use of the other Party’s name or any information acquired through its dealings with the other Party for publicity or marketing purposes.
without the prior written consent of the other Party.

3. **Reservation of Rights and Acknowledgement**

3.1. All Confidential Information shall remain the property of the Disclosing Party. Each Party reserves all rights in its Confidential Information. No rights, including, but not limited to, Intellectual Property Rights, in respect of a Party’s Confidential Information are granted to the other Party except as set out in this Agreement and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement.

3.2. Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.

3.3. The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Purpose, or the development or supply of any product or service to which the Confidential Information relates.

3.4. The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of the Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of the Agreement.

4. **Disclaimer and Warranty**

4.1 The Parties agree that their Confidential Information does not purport to be all inclusive and that no representation or warranty is made as to its accuracy, reliability or completeness. The Disclosing Party will have no liability to the Recipient or any other person resulting from the use of the Disclosing Party’s Confidential Information, and will not incur any obligation to provide any further Confidential Information, to update the Confidential Information nor to correct any inaccuracies in it. This Clause will not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

5. **Termination**

5.1 The obligations of each Party shall, notwithstanding any earlier termination of negotiations or discussions between the Parties in relation to the Purpose, continue for a period of 5 years from the termination of this Agreement.

5.2 Termination of the Member’s membership of the Scheme shall not affect any accrued rights or remedies to which either Party is entitled.