

# TRANSPARENCY INTERNATIONAL UK STANDARD TERMS AND CONDITIONS

## 1. INTRODUCTION AND AGREEMENT TO TERMS AND CONDITIONS

1.1 **Transparency International UK (“TI-UK”)** is a registered charity (UK Charity Number 1112842) in the UK with a vision to create a world in which government politics, business, civil society and the daily lives of people are free of corruption. TI-UK works in partnership with companies in order to raise global standards, promote integrity, challenge corruption and create an economic environment in which clean businesses can compete on a level playing field.

1.2 The provisions set out below form an integral part of the Membership and/or Engagement (as applicable) and set out the standard terms and conditions on which the parties shall enter into agreement (the “**Terms**”). You confirm and acknowledge that you have read the Terms and agree to be bound by the Terms applicable to you, as specified in the membership letter (the “**Membership Letter**”) or engagement letter (the “**Engagement Letter**”) (as applicable) to be entered into by you and TI-UK. These Terms may be revised from time to time. In those circumstances, a replacement copy will either be sent to you or uploaded to our website, and the revised Terms will apply with effect from two weeks from the earlier of: (i) the date you receive them (except to the extent otherwise agreed in writing by all parties to the Membership and/or Engagement (as applicable)) or (ii) the date they are uploaded on our website ([www.transparency.org.uk](http://www.transparency.org.uk)). If you do not accept the revised Terms, you are free to terminate the Membership and/or Engagement (as applicable) between us by giving notice to us within two weeks of the earlier of: (i) the date you receive the Terms or (ii) the date the Terms are uploaded on our website ([www.transparency.org.uk](http://www.transparency.org.uk)). If we do not receive any such notice from you within the aforementioned timeframe, you will be deemed to have accepted the Terms with immediate effect and your Membership and/or Engagement (as applicable) shall incorporate the Terms.

## 2. PART 1: BUSINESS INTEGRITY FORUM (“BIF”) TERMS AND CONDITIONS

2.1 The provisions set out in Part 4: General Terms are incorporated within this Section 2. In the event of an inconsistency or conflict between the wording of the General Terms and this Section 2, the wording in this Section 2 shall prevail.

### **BIF Membership Principles**

2.2 All members of BIF (a “**BIF Member**”) are expected to adhere to the following principles (the “**BIF Membership Principles**”) to:

- (a) be committed to operating to high standards of integrity and transparency;
- (b) have, or will implement within a stated period, an effective, risk-based Anti-Bribery and Corruption (“**ABC**”) programme throughout their operations;
- (c) be committed to a process of continuous improvement of the ABC programme; and
- (d) be committed to publicly state their commitment to operating to high standards of integrity and transparency and to report publicly on the ABC programme.

### **Membership packages**

2.3 TI-UK operates a Bronze, Silver or Gold membership package (the “**BIF Memberships**”) with a range of prices and benefits to promote flexibility in the provision of TI-UK’s services. All BIF Membership contracts are for a minimum commitment of two years and all BIF Membership fees are payable in advance within thirty (30) calendar days of the invoice date.

**(a) Bronze BIF Membership**

- (i) Other than small and medium-sized enterprises (“SMEs”) as set out in (ii) below, the annual fee for the Bronze BIF Membership is £9,000 (exclusive of VAT) which is payable in advance for the year within thirty (30) calendar days of the invoice date;
- (ii) The annual fee for the Bronze BIF Membership payable by SMEs is £7,000 (exclusive of VAT). For the purposes of this section, an “SME” is a company with a turnover of £10.2 million or less, a balance sheet total of £5.1 million or less and 50 employees or less”; and
- (iii) Bronze BIF Membership holders are entitled to certain benefits such as access to TI-UK’s forum meetings and other events that are advertised periodically, as further set out in the Membership Letter and/or as communicated to you in writing from time to time.

**(b) Silver BIF Membership**

- (i) The annual fee for the Silver BIF Membership is £15,000 (exclusive of VAT) which is payable in advance for the year within thirty (30) calendar days of the invoice date; and
- (ii) a Silver BIF Membership entitles holders to certain benefits such as access to TI-UK’s forum meetings and other events that are advertised periodically, eligible for interactive sessions and tailored advice, as further set out in the Membership Letter and/or as communicated to you in writing from time to time.

**(c) Gold BIF Membership**

- (i) The annual fee for the Gold BIF Membership is £25,000 (exclusive of VAT) which is payable in advance for the year within thirty (30) calendar days of the invoice date;
- (ii) a Gold BIF Membership entitles holders to certain benefits such as access to TI-UK’s forum meetings and other events that are advertised periodically, eligible for interactive sessions and tailored advice, as further set out in the Membership Letter and/or as communicated to you in writing from time to time; and
- (iii) a Gold BIF Membership entitles holders to access the Transparency International U.K. Corporate Anti-Corruption Benchmark tool (which measures and compares the performance of anti-corruption programmes across various companies) (the “**Benchmark**”) at no additional cost.

2.4 TI-UK shall provide an invoice to the BIF Member at a date to be agreed in January or July every year. The invoice shall set forth in detail the amounts to be paid and shall be payable by such BIF Member within thirty (30) calendar days of the invoice date (the “**Payment Date**”).

**Eligibility criteria**

2.5 In order to become a BIF Member, TI-UK requires that prospective applicants are screened in accordance with the procedures set out below.

- (a) The screening process for new applicants and returning members that wish to return to BIF after a 3-year period:
- (i) the prospective applicant (the “**Applicant**”) and TI-UK will engage in discussions to establish whether there is a genuine alignment of interests between the two parties. If so, the Applicant will be invited to commence the application and screening process;
  - (ii) the application process comprises a multi-step due diligence process and the Applicant shall:
    - (A) undergo a web-based background check conducted by TI-UK for which TI-UK may utilise third party technological solutions to carry out open-web and database research; and
    - (B) attend an interview with TI-UK to discuss topics relating to:
      - (I) the Applicant’s motivations for their application and whether there is senior sponsorship for such application;
      - (II) the Applicant’s culture and support network and the Applicant’s culture in relation to integrity; and
      - (III) any significant concerns that have arisen during the background check.

The interview should be conducted between a senior manager or director from the Applicant and a senior manager, director or trustee from TI-UK,
  - (iii) the results are collated in a report that is sent to the TI-UK Private Sector Committee (the “**PSC**”) for approval. Further interviews or information may be requested if deemed necessary by the PSC; and
  - (iv) an email and/or letter is issued to the Applicant by a director or trustee of TI-UK notifying the Applicant that its application has been unsuccessful, and a brief explanation of the reasons why; or
  - (v) an email and/or letter is issued to the Applicant by a director or trustee of TI-UK notifying the Applicant that its application has been successful, and outlining the BIF Membership Principles; and
  - (vi) the Applicant confirms its approval of the BIF Membership and confirms that the Applicant’s board of directors has been made aware of the decision to enrol in a BIF Membership.
- (b) The screening process for returning members that wish to return to BIF within a 3-year period (a “**Returning Member**”):
- (i) a Returning Member will need to undergo a web-based background check and an open-web and database research in relation to the period when such Returning Member was not a member of BIF; and
  - (ii) if material changes are identified, for example, corruption allegations, investigations, senior management changes (at board/executive level), a change

of business model, a move into higher risk markets, this will trigger the full multi-step due diligence process; or

- (iii) if no material changes are identified, an email and/or letter will be issued to the Returning Member by a director or trustee of TI-UK notifying the Returning Member that its application has been successful.

## **Breach**

### **2.6 Procedure for investigating allegations of breach**

If any BIF Member is alleged to have committed a breach of the BIF Membership Principles, the procedure below shall be followed. This procedure is generally carried out confidentially, however, TI-UK reserves the right to state publicly that it is in discussion with such BIF Member in relation to the stated allegations which may lead to suspension or termination of the BIF Member's BIF Membership:

- (a) It is TI-UK's policy to put an asterisk next to the names of those BIF members subject to the bribery/corruption allegations or incidents on the "List of members" page of its website.
- (b) In cases where there is clear evidence, for example through a regulatory ruling, of a breach of the Membership Principles, TI-UK may proceed immediately to the Termination Procedure (see Section 2.7 below).
- (c) In all other cases, where there is evidence of a credible allegation against a BIF Member of a breach of the BIF Membership Principles, TI-UK shall follow the steps below:
  - (i) **Step 1:** TI-UK shall contact the BIF Member through its BIF designated contact and request a high-level meeting to discuss the allegations, regulatory findings and/or evidence.
  - (ii) **Step 2:** TI-UK shall engage with the BIF Member to discuss the allegations and review any associated documentation. TI-UK recognises that companies in this position will not always succeed in balancing the commitment to transparency against the need for confidentiality surrounding allegations and ongoing investigations.
  - (iii) **Step 3:** TI-UK's PSC shall assess the explanations provided by the BIF Member and the facts of the allegation/ incident/ judgement or ruling and shall either conclude that:
    - (A) the company's response is satisfactory and the allegations/ incident/ judgement or ruling is insubstantial or pertain to an isolated incident and so no further action may be necessary;
    - (B) the company's response is satisfactory but the allegations/ incident/ judgement or ruling is substantial and so, the BIF Member may be asked to take specific remedial actions, failing which the suspension or termination procedure is initiated; or
    - (C) the response is not satisfactory and so, the Termination Procedure (see Section 2.7 below) is initiated.

It should be noted that if the BIF Member's response is satisfactory but there is insufficient evidence to support this response, TI-UK shall continue to liaise with such BIF Member until

TI-UK is in a position to decide whether: (a) no further action is required; and (b) remedial actions are necessary; or (c) to initiate the suspension or termination procedure. As part of this process, TI-UK may request the BIF Member to provide further information on its efforts to strengthen its ABC programme.

## 2.7 Procedure for suspending or terminating BIF Membership

In the event that TI-UK's board of directors concludes, in its opinion, that a BIF Member has breached the BIF Membership Principles and has not demonstrated a genuine commitment to remedial reforms, TI-UK shall be entitled to initiate suspension or termination action in accordance with this Section 2.7.

- (a) If there has been a significant period of time since the breach of the BIF Membership Principles, TI-UK may allow a BIF Member to maintain its BIF Membership if it is able to provide convincing evidence (oral and written) that the specific or systemic problem has been resolved. Such evidence may include a change in management, appropriate action taken against those involved, full cooperation with enforcement authorities, an admission of guilt, an appropriate remediation plan and evidence of a change in culture and leadership that is committed to genuine, meaningful reforms.
- (b) TI-UK will terminate a BIF Member's BIF Membership if it is unwilling or unable to provide such evidence.
- (c) If the breach of the BIF Membership Principles is more recent, TI-UK may suspend a BIF Member's BIF Membership pending further information becoming available, or terminate the BIF Membership immediately.
- (d) The decision to suspend or terminate will be taken by TI-UK's board of directors and will include an assessment based on the criteria mentioned in (a) above.
- (e) TI-UK may suspend a BIF Member's BIF Membership for 12 months, which may in certain cases be shortened or extended by TI-UK's board of directors as it deems appropriate. TI-UK shall inform the BIF Member's chief executive officer or equivalent officer ("**BIF CEO**") of its decision. For the duration of the suspension:
  - (i) the BIF Member may not attend BIF meetings;
  - (ii) the BIF Member's name shall be removed from the list of BIF members;
  - (iii) the BIF Member shall remove any references on its own website or elsewhere of its support for TI-UK or BIF Membership;
  - (iv) the BIF Member shall commit to meet periodically with TI-UK in order to allow TI-UK to assess whether such BIF Member has taken the necessary steps to justify lifting its suspension or whether, in the absence of such action, the BIF Member's BIF Membership should be terminated; and
  - (v) the BIF Member shall cease payment of any BIF Membership fees (or in kind support by the BIF Member to TI-UK). TI-UK reserves the right to state publicly that the company's BIF Membership has been suspended.
- (f) Should TI-UK's board of directors decide to terminate the BIF Member's BIF Membership, TI-UK shall:

- (i) write to the BIF relevant senior contact or a designated senior contact to convey its decision; and
- (ii) place a statement on its website noting such termination.

A BIF Member may re-apply to join BIF after a period of time (such time to be determined by TI-UK in its sole discretion and upon a material change in circumstances) has elapsed, and may be re-admitted after undergoing the Member's due diligence procedure if it is able to provide convincing evidence that there has been a sufficient change in culture, procedures and leadership such that repetition is unlikely. In exceptional circumstances, TI-UK would propose a deferred suspension. Under such an arrangement, the BIF Member would not be suspended, but the BIF Member and TI-UK would mutually agree on certain milestones over a set period, leading to a restoration of a BIF Membership and the threat of suspension being lifted. If an agreement cannot be reached on the milestones after a set period, from a pre-agreed starting date, then suspension or termination will be activated. At any time during the set period, the suspension may be activated if: a) the conditions are breached, b) progress is clearly not being made, or c) further material information comes to light.

## **Term**

- 2.8 The BIF Membership shall commence on the date of the Membership Letter and shall be automatically renewed each year, with invoicing taking place either in January or July which are TI-UK's billing cycles unless the BIF Member gives TI-UK written notice in accordance with Section 2.9 below.

## **Termination**

- 2.9 Without limiting TI-UK's other rights or remedies and unless otherwise agreed by TI-UK in writing relating to exceptional circumstances, a BIF Member may terminate the Membership by giving TI-UK not less than 12 months' written notice.
- 2.10 Any BIF Member whose BIF Membership is discontinued due to a breach of the Membership Principles (see Section 2.7 above) but who wishes to re-join will need to:
- (a) ensure that the such breach is resolved to TI-UK's satisfaction,
  - (b) go through an enhanced due diligence process; and
  - (c) pay the BIF Membership fees as set out in Section 3.3.
- 2.11 TI-UK shall have the right to serve written notice on a BIF Member terminating the Membership with immediate effect without any liability on TI-UK's part if, at any time, the BIF Member:
- (a) is guilty of gross misconduct affecting the business of TI-UK or any associated company;
  - (b) commits a material breach of any term of these Terms and such breach is irremediable or where such breach is remediable, and that breach is not remedied within a period of 30 calendar days after being notified in writing to do so;
  - (c) is involved in criminal activities (other than offences not involving imprisonment);
  - (d) commit any serious or persistent breach of a term or terms of these Terms;

- (e) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (f) enters into, or takes an steps to enter into, administration, liquidation, a company voluntary arrangement, administrative receivership or similar procedures in any relevant jurisdiction; or
- (g) has a liquidator, insolvency manager, receiver, monitor or administrator or similar officer in any relevant jurisdiction appointed (whether out of court or otherwise),

in which case the Membership shall cease with immediate effect except for the provisions of Sections 5.5 to 5.8 of Part 4 (General Terms) of these Terms and any rights or liabilities that have accrued prior to termination pursuant to the Membership (the “**Surviving Provisions**”).

- 2.12 Where either TI-UK or a BIF Member are in breach of any of their respective obligations under the Membership and such breach or breaches taken together are material as a whole, the non-breaching party shall have the right to serve written notice on the party terminating the Membership with immediate effect (without prejudice to the Surviving Provisions).
- 2.13 If a BIF Membership is terminated prior to completion of the 12 month period which the BIF Member has committed to, the remainder of any pro rata fees due from such member shall be treated as a donation to TI-UK.

### **3. PART 2 –THE BENCHMARK TERMS**

- 3.1 The provisions set out in Part 4: General Terms are incorporated within this Section 3. In the event of an inconsistency or conflict between the wording of the General Terms and this Section 3, the wording in this Section 3 shall prevail.

#### **Payments**

- 3.2 TI-UK shall provide an invoice to the Benchmark Member in the sum of £16,000 (exclusive of VAT). The invoice shall set forth in detail the amounts to be paid and shall be payable by such Benchmark Member within thirty (30) calendar days of the invoice date.

#### **Membership package**

- 3.3 Upon subscription to the Benchmark (the “**Benchmark Membership**”), members of the Benchmark (the “**Benchmark Members**”) shall have access to:
  - (a) the question set;
  - (b) independent verification from TI-UK or a Benchmark verification partner;
  - (c) access to deep dive meetings; and
  - (d) access to a secure results portal.

#### **Timeline for benchmarking**

- 3.4 TI-UK will send out the question set to the Benchmark Member.
- 3.5 The Benchmark Member will complete and submit its completed question set within eight weeks of receipt of the question set.

- 3.6 The verification partner will verify a subset of the question set responses and the Benchmark Member confirms that it will ensure that it makes the relevant employees available for this process which will take place once the Benchmark Member submits its data.
- 3.7 All participants will receive their preliminary benchmark score typically two weeks after verification has taken place, participants then have a period to review their preliminary scores and make changes if required. Participants are then provided with their final score typically eight weeks after verification, and will receive their peer benchmark ranking. The timings listed in Sections 3.4 to 3.7 are indicative only.

#### **Term**

- 3.8 The Benchmark Membership shall commence on the date of the Engagement Letter, as set out in the Engagement Letter and shall be renewed each year from the date of membership, with invoicing taking place in accordance with TI-UK's billing procedures.

#### **Termination**

- 3.9 Subject to Section 3.10, and without limiting TI-UK's other rights or remedies, either party may terminate the Engagement by giving not less than 12 months' written notice to the other.
- 3.10 If a Gold BIF Member has accessed a Benchmark Membership (in accordance with 2.3(c)(iii) of these Terms), such member's Benchmark Membership shall terminate in accordance with Section 2.9 of these Terms.
- 3.11 TI-UK shall have the right to serve written notice on a Benchmark Member terminating the Engagement with immediate effect without any liability on TI-UK's part if, at any time, the Benchmark Member:
- (a) is guilty of gross misconduct affecting the business of TI-UK or any associated company;
  - (b) commits a material breach of any term of these Terms and such breach is irremediable or where such breach is remediable, and that breach is not remedied within a period of 30 calendar days after being notified in writing to do so;
  - (c) is involved in criminal activities;
  - (d) commit any serious or persistent breach of a term or terms of these Terms;
  - (e) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - (f) enters into, or takes an steps to enter into, administration, liquidation, a company voluntary arrangement, administrative receivership or similar procedures in any relevant jurisdiction; or
  - (g) has a liquidator, insolvency manager, receiver, monitor or administrator or similar officer in any relevant jurisdiction appointed (whether out of court or otherwise),

in which case the Engagement shall cease with immediate effect except for the provisions of Sections 3.18 of Part 2 and 5.5 to 5.8 of Part 4 (General Terms) of these Terms and any rights or liabilities that have accrued prior to termination pursuant to the Engagement (the "**Surviving Provisions**").

- 3.12 Where either TI-UK or a Benchmark Member are in breach of any of their respective obligations under the Engagement and such breach or breaches taken together are material as a



whole, the non-breaching party shall have the right to serve written notice on the party terminating the Engagement with immediate effect (without prejudice to the Surviving Provisions).

- 3.13 If a Benchmark Membership is terminated prior to completion of the 12 month period which the Benchmark Member has committed to, the remainder of any pro rata fees due from such member shall be treated as a donation to TI-UK.

#### **Confidentiality & Data Protection**

- 3.14 All benchmarking data received is treated confidentially.
- 3.15 All results are anonymised so that participants only have visibility on where their company sits within the group but not the score or ranking of other named companies.
- 3.16 Where sufficient participants exist in a particular demographic, the results can be filtered by, for example, industry, but such filters would not be applied if this were at the expense of removing anonymity.
- 3.17 The data that is submitted for benchmarking is shared with the agreed benchmark review partners in order to carry out verification checks in connection with the Benchmark. The benchmarking review partners agree that they will not use the data for any purpose other than fulfilling their role as verifiers in the Benchmark.
- 3.18 TI-UK shall disclose confidential information including the Corporate Anti-Corruption Benchmark question set to the benchmarking review partner for the purposes of taking part in TI-UK's Corporate Anti-Corruption Benchmark (the "**Purpose**"). Each benchmarking review partner agrees and undertakes:
- (a) not to use confidential information for any purpose other than the Purpose without obtaining the prior written consent of TI-UK;
  - (b) to only disclose confidential information to the extent necessary to those of its Representatives to whom disclosure is reasonably necessary for performance of the Purpose; and
  - (c) not to disclose confidential information to any third party.
- 3.19 Neither the Terms nor the supply of any confidential information grants the benchmarking review partner any licence, interest or right in respect of any Intellectual Property rights of TI-UK except the right to copy the confidential information solely for the Purpose.
- 3.20 TI-UK may use anonymised and aggregated data for other Transparency International purposes but will not use that information in such a way that attributes any results to a particular Benchmark Member without prior permission in writing. This would typically be to highlight trends and best practice in line with TI-UK's educational mission as a charity.

#### **4. PART 3: THE THOUGHT LEADERSHIP TERMS**

- 4.1 The provisions set out in Part 4: General Terms are incorporated within this Section 4. In the event of an inconsistency or conflict between the wording of the General Terms and this Section 4, the wording in this Section 4 shall prevail.

#### **Project Description, Project Deliverables and Project Audience**

- 4.2 TI-UK will develop a "Thought Leadership Project" in conjunction with contributions from partner(s) (the "**Project Partner**") who will be invited to provide expertise, and insight on the

subject matter, as well as financial support to TI-UK. The project description and deliverables, target audience and certain other specific aspects of such Thought Leadership Projects shall be as set out in the Engagement Letter.

### **Obligations of Project Partners**

- 4.3 TI-UK will convene an expert advisory group (the “**Group**”) which will be chaired by TI-UK and will consist of representatives of TI-UK and the Project Partners.
- 4.4 As members of the Group, the Project Partner shall commit to, amongst others:
- (a) assist TI-UK to formulate and test their views and provide advice on the content of the project;
  - (b) provide feedback over a minimum of 3 face to face meetings/video conferences or over email, during the research process. These opportunities for feedback will be dedicated to:
    - (i) discussing the proposed objectives, methodology for the project and TI-UK presenting next steps;
    - (ii) discussing the preliminary findings; and
    - (iii) discussing the advice of the Group, insights and guidance, and the practical, relevant examples of corporate practice that might be suitable for inclusion in the research. In addition, TI-UK encourages Project Partners to test ideas and approaches with their own organisations gaining internal and external stakeholders views to help support research efforts, and
  - (c) actively distribute and publicise the research findings to key target audiences.

### **Payment**

- 4.5 TI-UK shall provide an invoice to the Project Partner in line with the schedule of payments outlined in the Engagement Letter. The invoice shall set forth in detail the amounts to be paid and shall be payable by such Project Partners within thirty (30) calendar days of the invoice date.

### **Term**

- 4.6 The Thought Leadership membership shall commence on the date of the Engagement Letter and shall continue until the termination of the project, as set out in the Engagement Letter.

### **IP & Editorial Independence**

- 4.7 TI-UK will have full and complete editorial independence, irrespective of any Project Partner’s participation on editorial boards or advisory groups and shall retain any copyright for all materials that it has produced, even if a Project Partner has contributed to such material.
- 4.8 If applicable, all Project Partners will be given the opportunity prior to publication to agree a disclaimer to express that their views, thoughts and opinions do not reflect, in every case, those of TI-UK.

### **Additional Engagement**

- 4.9 TI-UK may approach other non-commercial organisations, including but not limited to relevant civil society organisations, investors, academia, trade bodies or associations, who can

participate in a Thought Leadership project. Such engagements would generally be formed on a non-funding basis for the purposes of lending credibility or aiding dissemination of any materials produced in connection with the project in order to reach a wider audience.

#### **Project Partner association with TI-UK**

- 4.10 The Project Partners will have an explicit association with TI-UK on the publication and this will be recognised through: (i) a front cover logo with acknowledgement as a ‘Supporter of’ on the publication; (ii) a one-line non-promotional description of the Project Partner, including web address, on the inside front cover; and (iii) acknowledgement of the Project Partner’s role in the Group.
- 4.11 TI-UK shall reserve the right to remove references to a Project Partner from any publications resulting from the project and/or future editions if, they have been found to have engaged in unethical conduct and/or corruption, or demonstrate a lack of commitment to operating to high standards of integrity and transparency which could reasonably be considered to bring TI-UK into disrepute.
- 4.12 A Project Partner may, at any time and upon written notice to TI-UK, request that any references to its support are removed. TI-UK will provide a reference to this on their website along with the published report and the date on which the support was removed.

The existence of the Terms shall not prevent a party from making public announcements and/or disclosures relating to the other party in connection with such party’s association with, or involvement in, a project. For the avoidance of doubt, such announcement and/or disclosures shall not refer to, or include, any Confidential Information of the other party.

#### **Termination**

- 4.13 Without limiting TI-UK’s other rights or remedies and unless otherwise agreed by TI-UK in writing relating to exceptional circumstances, a Project Partner may terminate the Engagement by giving TI-UK not less than 30 days written notice.
- 4.14 TI-UK shall have the right to serve written notice on a Project Partner terminating the Engagement with immediate effect without any liability on TI-UK’s part if, at any time, the Project Partner:
- (a) is guilty of gross misconduct affecting the business of TI-UK or any associated company;
  - (b) commits a material breach of any term of these Terms and such breach is irremediable or where such breach is remediable, and that breach is not remedied within a period of 30 calendar days after being notified in writing to do so;
  - (c) is involved in criminal activities;
  - (d) commit any serious or persistent breach of a term or terms of these Terms;
  - (e) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - (f) enters into, or takes an steps to enter into, administration, liquidation, a company voluntary arrangement, administrative receivership or similar procedures in any relevant jurisdiction; or
  - (g) has a liquidator, insolvency manager, receiver, monitor or administrator or similar officer in any relevant jurisdiction appointed (whether out of court or otherwise),

in which case the Engagement shall cease with immediate effect except for the provisions of Sections 5.5 to 5.8 of Part 4 (General Terms) of these Terms and any rights or liabilities that have accrued prior to termination pursuant to the Engagement (the “**Surviving Provisions**”).

- 4.15 If a Thought Leadership Project is terminated prior to completion of the 12 month period which the Project Partner has committed to, the remainder of any pro rata fees due from such member shall be treated as a donation to TI-UK.

## **5. PART 4 – GENERAL TERMS**

### **Instructions & Authority to act**

- 5.1 We will assume, unless you instruct us otherwise, that any of your directors or employees who provide us with instructions are authorised to do so and that we may act on instructions given orally. Where appropriate we may be required to verify the identity of such persons.
- 5.2 All parties signing the Membership Letter or Engagement Letter (as applicable) represent and warrant that they are fully authorised to enter into such agreement, and in the case of signatories agreeing on behalf of organisations, to bind the organisation or organisations to the terms in the Membership Letter or Engagement Letter (as applicable) and the Terms.

### **Fees and Payments**

- 5.3 Our fees are usually revised annually, but we reserve the right to revise them at other times during the course of the Membership and/or Engagement (as applicable). Following any such revision, we will notify you in writing of any new fees payable within 30 calendar days of such revision.
- 5.4 The fees payable for the Membership and/or Engagement (as applicable) are your responsibility whether or not a third party has agreed to pay them and whether or not you are entitled to recover any part of them from a third party.

### **Confidentiality**

- 5.5 Each party:
- (a) shall treat as strictly confidential:
    - (i) the provisions of the Membership Letter or Engagement Letter (as applicable) and any other documents in relation to the Membership and/or Engagement (as applicable) and any related negotiations; and
    - (ii) any non-public information, personally identifiable information, trade secret or know-how, including, but not limited to, information and data made, conceived or developed or disclosed by either party hereto to the other party, either directly or indirectly in writing, orally or otherwise during the course of the Membership and/or Engagement (as applicable),(together, “**Confidential Information**”); and
  - (b) except to its Representatives, shall not, except with the prior written consent of the other party (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of performing its obligations under the Membership and/or Engagement (as applicable)) or disclose to any person any Confidential Information.
- 5.6 Unless agreed otherwise, you shall have the right to reference or include the partnership with TI-UK in your marketing materials, including but not limited to the content of your website and

other social media and reports you prepare, and TI-UK shall have the right to identify you in materials produced by TI-UK. To clarify, a partnership with TI-UK shall not be construed as an endorsement by TI-UK or confirmation that a party has satisfied any applicable criteria prescribed by law or TI-UK's business integrity standards.

- 5.7 Section 5.5 shall not apply if and to the extent that the party using or disclosing Confidential Information or making such announcement can demonstrate that:
- (a) such disclosure or announcement is required by any Laws or by any stock exchange or any supervisory, regulatory, governmental or anti-trust body having applicable jurisdiction; or
  - (b) the Confidential Information concerned is in, or has come into, the public domain other than through its fault or the fault of any of its Representatives.
- 5.8 Upon termination of the Membership and/or Engagement (as applicable), you shall as soon as is reasonably practicable return to TI-UK all Confidential Information prepared by you by virtue of the Membership and/or Engagement (as applicable) and/or in your possession and the return of Confidential Information shall not relieve you of your obligations under the Terms for the term of the Membership and/or Engagement (as applicable). You may retain any copies of such Confidential Information with the prior written consent of TI-UK or if required to comply with Laws.

#### **Data Protection**

- 5.9 Both parties agree to act in accordance with all applicable data protection and privacy legislation at all times.
- 5.10 If the parties agree upon conducting a processing activity over personal information, acting as processors or controllers, the parties shall sign-off an agreement, before starting to process the personal information, whereby they commit themselves to process the personal information providing sufficient guarantees and determine their respective responsibilities, in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council or General Data Protection Regulation (GDPR), or other appropriate privacy law as applicable in the country of scope.
- 5.11 TI-UK's privacy policy can be found on its website: [www.transparency.org.uk/who-we-are/governance/privacy/](http://www.transparency.org.uk/who-we-are/governance/privacy/).
- 5.12 TI-UK reserves the right to charge you for the time and expense involved in responding to any data subject access request, under any applicable data protection and privacy legislation, received by us from a third party in connection with the Membership and/or Engagement (as applicable) and any related matters. This obligation will survive the termination of these Terms and our relationship with you.

#### **Intellectual Property**

- 5.13 Except as otherwise agreed in writing by the parties, each party acknowledges and agrees that:
- (a) the other party shall retain full title in and exclusive ownership of all of its Intellectual Property which has been or is disclosed or used during the course of the Membership and/or Engagement (as applicable);
  - (b) it shall not use the other party's Intellectual Property;

- (c) it (or any third party) shall not acquire, nor claim, any right, title or interest whatsoever in or to any of the other party's Intellectual Property by virtue of the Membership and/or Engagement (as applicable) or by its use of any of such party's Intellectual Property; and
  - (d) if a party agrees in writing that the other party may use its Intellectual Property pursuant to Section 5.13(a), such other party shall comply with all specifications from the authorising party in relation to any such use of its Intellectual Property.
- 5.14 Each party shall comply with all specifications from the other party in relation to the use of Intellectual Property of such other party.

### **Publicity**

- 5.15 Upon becoming a Project Partner, a BIF Member or a Benchmark Member, such member may use the TI-UK logo to communicate their support of TI-UK.
- 5.16 This logo may not be used to promote any member's own products or services or be seen to endorse commercial activities of any kind. As the Benchmark is a self-assessment and self-improvement tool, participation or strong performance in the Benchmark in no way constitutes an endorsement from TI-UK of the Benchmark Member's ABC programme or the Benchmark Member. Participants should not publicise their participation in such a way that states or implies otherwise.
- 5.17 This logo may not be used in relation to a member's activities in a way that insinuates, or could be interpreted, that TI-UK in any way approves or certifies the member's efforts in this regard.
- 5.18 Members may publish statements of their membership and commitment to TI-UK's principles, however the description of TI-UK activities and quotes from TI-UK must not be altered from those provided by TI-UK, unless the member and TI-UK agree otherwise.
- 5.19 TI-UK may list the BIF Members' BIF Membership on the TI-UK website. TI-UK may also list all Benchmark participants in its own materials, for example on the TI-UK website and shall also refer to such participants in its legal obligations to comply with reporting requirements relating to income sources, including Benchmark participation fees, in its Annual Report & Accounts.

### **Zero Tolerance Approach to Bribery**

- 5.20 Whilst TI-UK's approach to bribery is one of zero tolerance, TI-UK acknowledges the challenges presented to companies in implementing a zero tolerance policy. TI-UK will, therefore, where reasonable and practicably feasible to do so, aim to assist partners with addressing such challenges through the provision of practical guidance.

### **Limitation of Liability**

- 5.21 In connection with the Membership Letter or Engagement Letter (as applicable) and the Terms, TI-UK shall not be liable to the other party for any direct or indirect loss, damage, fees or costs (including attorney's fees) ("**Losses**") except for any Losses arising out of the fraud, gross negligence or wilful misconduct of TI-UK.

### **5.22 Delegation**

Notwithstanding any other term of the Membership and/or Engagement (as applicable), you acknowledge and agree that TI-UK may subcontract or delegate in any matter any or all of its obligations under the Membership and/or Engagement (as applicable) to any of its Affiliates.

### **5.23 Non-Assignability**

Except with the prior written consent of the other party, no party shall assign, transfer, charge or otherwise deal with all or any of its rights under the Membership Letter or Engagement Letter (as applicable) nor grant, declare, create or dispose of any right or interest in it. The terms and conditions of the Membership Letter or Engagement Letter (as applicable) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

### **5.24 Amendment and Waiver**

Except as set out at Section 1.2 or otherwise provided herein, no modification, amendment, or waiver of any provision of the Membership Letter or Engagement Letter (as applicable) or these Terms shall be effective against any party unless such modification, amendment, or waiver has been approved in writing by such party. No course of dealing or the failure of any party to enforce any of the provisions of the Membership Letter or Engagement Letter (as applicable) shall in any way operate as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of the Membership Letter or Engagement Letter (as applicable) in accordance with its terms.

### **5.25 Governing Law and Jurisdiction**

- (a) The Membership Letter or Engagement Letter (as applicable) and the Terms and any contractual or non-contractual claims arising out of or in connection with them shall be governed by the laws of England and Wales.
- (b) Subject to Section 5.25(c), you irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any dispute or claim including a dispute or claim relating to any non-contractual obligation arising out of or in connection with the Membership Letter or Engagement Letter (as applicable) and the Terms. The courts of England are the most appropriate and convenient courts to settle any such dispute in connection with the Membership Letter or Engagement Letter (as applicable) and the Terms and you agree not to argue to the contrary and waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with the Membership Letter or Engagement Letter (as applicable) or the Terms.
- (c) If a dispute arises between the parties in connection with the Membership and/or Engagement (as applicable) or the Terms or any other transaction in relation to the Membership and/or Engagement (as applicable) or the Terms, each party shall appoint up to two (2) representatives to engage in consultations with the other party. Such representatives shall undertake good faith discussions for a period of 60 calendar days to resolve such dispute prior to undertaking any legal proceedings.
- (d) References in this Section 5.25 to a “dispute” in connection with the Membership Letter or Engagement Letter (as applicable) or the Terms includes any dispute as to the existence, validity or termination of the Membership Letter or Engagement Letter (as applicable) or the Terms.

### **5.26 Third party Rights**

A person who is not a party to the Membership Letter or Engagement Letter (as applicable) shall have no rights under the Contracts (Rights of Third parties) Act 1999 to enforce any of its terms.

### **5.27 Invalidity**

Where any provision of the Terms is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction then such provision shall be deemed to be severed from the Terms and, if possible, replaced with a lawful provision which, as closely as possible, gives effect to the intention of the parties under the Terms and, where permissible, that shall not affect or impair the legality, validity or enforceability in that, or any other, jurisdiction of any other provision of the Terms.

## **5.28 Entire Agreement and Remedies**

- (a) The Membership Letter or Engagement Letter (as applicable) and Terms sets out the entire agreement between the parties and, save to the extent expressly set out in the Membership Letter or Engagement Letter (as applicable) and Terms or any other related document, supersedes and extinguishes any prior drafts, agreements (including any data confidentiality or non-disclosure agreements), undertakings, representations, warranties, promises, assurances and arrangements of any nature whatsoever, whether or not in writing, relating thereto. This Section 5.28 shall not exclude any liability for or remedy in respect of fraudulent misrepresentation.
- (b) The rights, powers, privileges and remedies provided in the Membership Letter or Engagement Letter (as applicable) are cumulative and not exclusive of any rights, powers, privileges or remedies provided by Law.

## **5.29 Notices**

- (a) Any notice or other communication given under the Terms or in connection with the matters contemplated herein shall, except where otherwise specifically provided, be in writing in the English language, addressed as provided in Section (b) and served:
  - (i) by leaving it at the relevant address in which case it shall be deemed to have been given upon delivery to that address;
  - (ii) if within the United Kingdom, by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting;
  - (iii) if from or to any place outside the United Kingdom, by air courier, in which case it shall be deemed to have been given two Business Days after its delivery to a representative of the courier;
  - (iv) if from or to any place outside the United Kingdom, by pre-paid airmail, in which case it shall be deemed to have been given five Business Days after the date of posting; or
  - (v) by e-mail, in which case it shall be deemed to have been given when despatched subject to confirmation of delivery by a delivery receipt,

provided that in the case of sub-section (iv) and (v) above any notice despatched outside Working Hours shall be deemed given at the start of the next period of Working Hours.

- (b) Notices under the Terms shall be sent for the attention of the person and to the address or e-mail address, subject to Section (c), as set out below:

### **For TI-UK:**

Name:

For the attention of: Head of Business Integrity, Transparency International UK



Address: 10 Queen Street Place, London, EC4R 1AG

E-mail address: [businessintegrity@transparency.org.uk](mailto:businessintegrity@transparency.org.uk)

**For you:** as specified in the Membership Letter or Engagement Letter (as applicable).

- (c) Any party to the Membership and/or Engagement (as applicable) may notify the other party of any change to its address or other details specified in Section (b) provided that such notification shall only be effective on the date specified in such notice or five Business Days after the notice is given, whichever is later.

## Complaints

- 5.30 If you would like to discuss how TI-UK's services could be improved, or if you are dissatisfied with the provision of TI-UK's services or if you would like to request a copy of TI-UK's complaints policy, please contact [businessintegrity@transparency.org.uk](mailto:businessintegrity@transparency.org.uk). We will look into any complaint carefully and promptly.

## 6. DEFINITIONS

- 6.1 Capitalised words and phrases in the Terms shall have the same meaning as in the Membership Letter or Engagement Letter (as applicable) unless otherwise defined below.

- 6.2 In these Terms, unless the context otherwise requires:

**"Affiliate"** means, in relation to a body corporate, any subsidiary or holding company of such body corporate, and any subsidiary of any such holding company, in each case from time to time;

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary banking business;

**"Confidential Information"** has the meaning given to it in Section 5.5;

**"Engagement"** has the meaning given to it in the Engagement Letter;

**"Intellectual Property"** means all rights in patents, utility models, trade marks, service marks, logos, getup, trade names, internet domain names, copyright (including rights in computer software), design rights, moral rights, database rights, topography rights, plant variety rights, confidential information and knowledge (including know how, inventions, secret formulae and processes, market information, and lists of customers and suppliers), and rights protecting goodwill and reputation, in all cases whether registered or unregistered; all other forms of protection having a similar nature or effect anywhere in the world to any of the foregoing and applications for or registrations of any of the foregoing rights;

**"Laws"** means all applicable legislation, statutes, directives, regulations, judgments, decisions, decrees, orders, instruments, by-laws, and other legislative measures or decisions having the force of law, treaties, conventions and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, customary law and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction from time to time (and **"Law"** shall be construed accordingly);

**"Membership"** has the meaning given to it in the Membership Letter;

**"Representatives"** means, in relation to a party, its Affiliates and their respective directors, officers, employees, agents, consultants and advisers;

“**Terms**” has the meaning given to it in Section 1.2;

“**we**” means TI-UK;

“**Working Hours**” means 9:30 am to 5:30 pm on a Business Day; and

“**you**” means the Engaging Party (as defined in the Membership Letter or Engagement Letter (as applicable)).