

DATE

27th April 2022

(1) University of Leicester, UK

(2) Pimpri Chinchwad Education Trust, Pune, India



SHORT COURSE PROGRAMME AGREEMENT

SHORT COURSE PROGRAMME AGREEMENT

(the 'Agreement')

BETWEEN

- (1) **UNIVERSITY OF LEICESTER** of University Road, Leicester, LE1 7RH, United Kingdom, ('Leicester'); and
- (2) **PIMPRI CHINCHWAD EDUCATION TRUST**, a trust registered in India, Registration number E-1379 (Pune) whose registered office is at Sector No. 26, near Akurdi Railway Station, Pradhikaran, Nigdi, Pune, Maharashtra 411044, India ('PCET').

Each a 'Party' and together the 'Parties'.

INTRODUCTION

PCET wishes to engage Leicester to deliver Leicester's Short Course Programme to PCET's nominated Students upon the terms and conditions of this Agreement.

AGREED

1. INTERPRETATION AND DEFINED TERMS IN THIS AGREEMENT

1.1 In this Agreement, the terms set out below will have the following meanings:-

- | | |
|----------------------------------|--|
| 'Background Information' | information, techniques, know-how, software and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one Party to the other for use in the Programme (whether before or after the date of this Agreement); |
| 'Commencement Date' | 2 nd July 2022, or the date of last signature of this Agreement, whichever is earlier; |
| 'Confidential Information' | any commercial, technical and other information and data (of whatever nature and form) proprietary to the Party disclosing it (the 'Disclosing Party') which is directly or indirectly disclosed or made available by or on behalf of the Disclosing Party to the other Party (the 'Receiving Party'), whether in writing, orally, in drawings, by site visits, by access to computer software or data or in any other manner; |
| 'Fees' | the fees set out in Schedule 2; |
| 'Intellectual Property' and 'IP' | all patents, registered designs, trademarks and service marks (whether registered or not), copyright, database rights, plant breeders rights, design right, know how, information and all similar property including that subsisting (in any part of the |

world) in inventions, designs, performances, computer programs, semiconductor topographies, confidential information, business names, goodwill and the styles of presentation of goods or services and in applications for protection of them in any jurisdiction;

'Materials'	any materials produced by or on behalf of Leicester in the performance of the Programme, including any assessment provided as a part of the Programme;
'Programme'	Leicester's Short Course Programme as described in the Programme specification attached at Schedule 1;
'Students'	the students nominated by PCET to attend and take part in the Programme;
'Timetable'	the times for performance of the Programme as agreed between the Parties.

1.2 All sums in this Agreement are exclusive of VAT which shall be payable in addition where appropriate at the rate prevailing at the relevant tax point.

1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. THE PROGRAMME

2.1 This Agreement shall commence on the Commencement Date and continue until 30th July 2022, or until the Programme has been delivered by Leicester (hereinafter the 'Contract Period').

2.2 Leicester shall deliver the Programme to PCET in accordance with the specification set out in Schedule 1 and the Timetable.

2.3 The Programme shall be delivered using:

2.3.1 reasonable skill and care; and

2.3.2 personnel who are properly trained and supervised.

2.4 Leicester shall deliver the Programme to PCET at the sites set out in Schedule 1.

3. FEES AND EMPLOYER OBLIGATIONS

3.1 PCET shall pay the Fees in accordance with Schedule 2 within thirty (30) days of the date of Leicester's invoice. PCET will also pay VAT at the prevailing rate, if applicable. Leicester may submit an invoice at any time after the start of the Contract Period, unless otherwise stated in Schedule 1.

3.2 Invoices shall be sent to directorIRC@pcet.org.in.

- 3.3 Leicester may invoice PCET for expenses, including but not limited to travel and subsistence costs, reasonably incurred by Leicester personnel involved in the delivery of the Programme with the prior written consent of PCET.
- 3.4 If PCET fails to pay any Fees referred to in Clause 3.1 by the due date, Leicester may, without prejudice to its other rights and remedies:-
- 3.4.1 charge PCET interest in respect of the sum overdue in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 from the due date for payment to the date of actual payment (both dates inclusive) and Leicester will be entitled to reimbursement of all expenses (including legal fees) incurred with respect to collection of overdue Fees; and/or
- 3.4.2 terminate the Agreement in accordance with Clause 6.3.
- 3.5 PCET will provide all such access, approvals, documents, software and/or information as Leicester shall reasonably require to enable it to deliver the Programme in accordance with the Timetable.
- 3.6 PCET will be responsible for ensuring that the Students meet their commitments and/or submit deliverables as required by the Programme.
- 3.7 PCET shall procure that the Students respect and adhere to all regulations and policies, including any local or national COVID-19 guidance, in place at Leicester, during the term of this Agreement, and shall be responsible for the acts or omissions of a Student's under this Clause 3.7.

4. CONFIDENTIALITY

- 4.1 Each Party will not during the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement disclose the other Party's Confidential Information save as envisaged herein. Where disclosure is made to any employee, consultant or agent, on a need to know basis, it shall be done subject to obligations equivalent to those set out in this Clause 4 and each Party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 4.2 PCET will treat the Materials as confidential and shall obtain the prior written consent of Leicester before disclosing the same to any third party.
- 4.3 The obligations in Clauses 4.1 and 4.2 shall not apply or shall cease to apply to Confidential Information which:
- 4.3.1 has been received from a third party who is not bound by an obligation of confidentiality to the Disclosing Party;
- 4.3.2 was already in the Receiving Party's possession prior to its acquisition from the Disclosing Party as evidenced by written records;
- 4.3.3 was independently generated by the Receiving Party as evidenced by records;
- 4.3.4 is in or comes into the public domain other than by reason of a breach of this Agreement;

4.3.5 is required to be disclosed by law or a court or other competent authority; or

4.3.6 is disclosed with prior written consent of the Disclosing Party.

4.4 PCET acknowledges that Leicester is deemed a public authority as defined by the Freedom of Information Act 2000 (as amended from time to time) and any subordinate legislation and/or regulations made under it (the 'FOI Legislation') and therefore recognises that Leicester may be the subject of a request for information. Without prejudice to the generality of Clause 4.3.5 above, in the event that Leicester discloses any Confidential Information pursuant to the FOI Legislation (whether or not it falls within one of the exemptions to disclosure under the FOI Legislation), such disclosure shall not be deemed to be a breach of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The Intellectual Property in the Background Information will remain the property of the Party that contributes them to the Programme.

5.2 All Intellectual Property in the Materials and/or the Programme shall vest in Leicester automatically upon creation and shall remain so vested at all times.

5.3 PCET hereby assigns any and all Intellectual Property in the Materials and/or the Programme to Leicester to the extent that they are not already vested in Leicester and agrees to execute all such further documents and do all such acts which may be necessary to vest all such Intellectual Property in Leicester.

6. TERM AND TERMINATION

6.1 This Agreement will continue until the Programme has been delivered by Leicester unless terminated earlier in accordance with this Clause 6 or by mutual written agreement of the Parties.

6.2 Termination of this Agreement, however arising, will be without prejudice to the rights and duties of each Party accrued prior to termination. Those clauses of this Agreement which are expressly or impliedly intended to continue after termination shall continue in effect after termination.

6.3 Either Party may terminate this Agreement on written notice forthwith if the other Party commits a material breach of this Agreement which is not capable of remedy. Either Party may terminate this Agreement forthwith if the other Party commits a material breach of this Agreement which is capable of remedy and has not been remedied after twenty eight (28) days' written notice of the breach (such notice expressly referring to possible termination of this Agreement) (or seven (7) days in respect of a breach by PCET of Clause 3.1).

6.4 Either Party may terminate this Agreement on thirty (30) days' written notice to the other Party if Leicester's staff member designated to lead delivery of the Programme and/or another previously agreed upon member of Leicester's staff becomes unable or unwilling to continue delivering the Programme and a mutually acceptable substitute is not available (such an event not to be treated as a breach of this Agreement).

- 6.5 Leicester may terminate this Agreement forthwith if PCET enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part of, PCET's undertaking or assets or there are reasonable grounds for anticipating the occurrence of any of these events within the foreseeable future.
- 6.6 Leicester may terminate this Agreement on thirty (30) days' written notice to PCET.
- 6.7 On termination of this Agreement (except for termination by PCET under Clause 6.3 for a material breach of Leicester), PCET will pay all costs incurred and falling due for payment after the date of termination arising from commitments reasonably incurred and/or entered into by Leicester in connection with the delivery of the Programme prior to the date of termination.
- 6.8 On termination of this Agreement, Leicester shall return forthwith or deliver up to PCET all documents, information, software or other property of PCET which it has used in order to deliver the Programme. For the avoidance of doubt, this does not include any Materials.

7. LIABILITY

- 7.1 Notwithstanding any other provisions in this Agreement, nothing in this Agreement shall exclude or limit either Party's liability for the following:
- 7.1.1 death or personal injury resulting from negligence;
 - 7.1.2 fraud or statements made fraudulently;
 - 7.1.3 any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability.
- 7.2 Save as provided in Clause 7.1, Leicester will not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, claims by third parties, loss of anticipated savings, indirect loss or consequential loss whatsoever and howsoever caused (even if caused by Leicester's negligence and/or breach of contract and even if Leicester was advised that such loss would probably result).
- 7.3 Subject to Clause 7.1 of this Agreement, Leicester's total liability for any claims, losses, damages or expenses whatsoever and howsoever caused (even if caused by Leicester's negligence and/or breach of contract) shall be limited for each event or series of linked events to a maximum sum equal to twice the Fees or £150,000 (one hundred and fifty thousand British pounds), whichever is the greater.
- 7.4 Except for the express warranties in this Agreement, all other conditions, warranties and representations (express or implied), statutory or otherwise in respect of the services provided by Leicester are excluded to the fullest extent permitted by law.

8. INSURANCE

Both Parties shall maintain policies of insurance (and produce satisfactory evidence of their existence and renewal) in respect of any insurances which they are obliged to carry under any applicable laws.

9. DATA PROTECTION

9.1 Each Party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Act 1998 (the 'Act') to the extent it applies to each of them. Where used in this Clause 9, the expressions 'process', 'Personal Data', 'Data Processor', 'Data Controller' and 'Data Subject' shall bear their respective meanings given in the Act.

9.2 In this Agreement, Leicester is acting as a Data Processor and will:

9.2.1 process the Personal Data in accordance with the terms of this Agreement and PCET's reasonable instructions from time to time;

9.2.2 ensure that only such of its employees who may be required to assist it in meeting its obligations under this Agreement shall have access to the Personal Data. Leicester shall ensure that all employees used by it to provide the services have undergone training in data protection and in the care and handling of Personal Data;

9.2.3 ensure appropriate operational and technical measures are in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of PCET's Personal Data, having regard to the state of technological development and the cost of implementing any measures;

9.2.4 process the Personal Data only in accordance with this Agreement, the Data Controller's reasonable instructions and having regard to the provisions of the Act, or unless otherwise required by law or any other regulatory body;

9.2.5 notify the Data Controller in the event that it receives a request or notice from a Data Subject exercising his rights under the Act and to assist PCET with all subject access requests which may be received from Data Subjects;

9.2.6 not disclose the Personal Data to a third party in any circumstances other than at the specific request of PCET or as otherwise specified in the Agreement;

9.2.7 not disclose information to, or appoint a sub-processor other than with the prior written agreement of PCET, such approval not to be unreasonably withheld;

9.2.8 if requested in writing by PCET from time to time, provide to PCET a copy of the Personal Data in the format and on the media reasonably specified by PCET. The costs of which shall be borne by PCET; and

9.2.9 not under any circumstances transfer the Personal Data outside the European Economic Area unless authorised in writing to do so by PCET.

10. ANTI-CORRUPTION AND BRIBERY ACT

10.1 Each Party:

10.1.1 shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including, but not limited to, the Bribery Act 2010 and not engage in any activity, practice or conduct or knowingly allow anyone connected to it to do so which would constitute an offence under the Bribery

Act 2010;

- 10.1.2 warrants and represents (without limiting the generality of Clause 10.1.1) to the other that it has not offered to give or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement;
- 10.1.3 shall procure that any person who is performing services or providing goods in connection with this Agreement abides by the terms of this Agreement.
- 10.2 PCET shall promptly report to Leicester any request or demand which if complied with would amount to a breach of either this Agreement or the Bribery Act 2010.
- 10.3 The obligations of the Parties under this Agreement impose no further obligation on either Party:
 - 10.3.1 to prescribe, provide favourable status for, or otherwise support the other Party's or a third party's products or services; or
 - 10.3.2 to supply services or to provide anything other than that which is set out in this Agreement.
- 10.4 Breach of this Clause shall be deemed a material breach of this Agreement.

11. GENERAL

- 11.1 This Agreement shall not constitute and shall not be deemed to constitute a partnership nor a relationship of employer and employee between the Parties.
- 11.2 Neither Party is authorised or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
- 11.3 Any failure or delay by either Party in the performance of its obligations under this Agreement which is due to any supervening event beyond its control including, but not limited to, war, national emergency, flood, earthquake, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labour strike, lockout, boycott or other similar events will not be deemed a default of this Agreement or a ground for termination provided that the Party relying upon this provision gives prompt written notice thereof, and takes all steps reasonably necessary to mitigate the effects of the force majeure event.
- 11.4 The Parties to this Agreement do not intend that any of its terms will be enforceable by any person not a Party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.5 Each Party acknowledges that this Agreement including the Schedules contains the whole agreement between the Parties in respect of its subject matter and supersedes all prior arrangements, agreements, promises, statements, representations, assurances, warranties and understandings between them relating to the subject matter.
- 11.6 This Agreement shall not be assigned by either Party without the prior written consent of

the other, such consent not to be unreasonably withheld or delayed.

- 11.7 If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 11.8 Any variation to this Agreement shall be in writing and signed by authorised signatories for both Parties.
- 11.9 No failure, delay, relaxation or indulgence on the part of either Party in exercising, or partially exercising, any right hereunder shall operate as a waiver of such rights.
- 11.10 Any notice, demand or communication in connection with this Agreement will be in writing and may be delivered by internationally recognised courier service, Special Delivery post or email addressed to the recipient below (or another person which the recipient has notified in writing to the sender in accordance with this Clause 13.10, to be received by the sender not less than seven (7) days before the notice is dispatched):
- 11.10.1 For Leicester – to Head of Contracts, Research and Enterprise Division, University of Leicester, University Road, Leicester, LE1 7RH; email: redcontracts@leicester.ac.uk
 - 11.10.2 For PCET – to Dr. Janhavi Inamdar, Director, International Relations, PCET, Sector 26, Nigdi Pradhikaran, Pune 411044; email: janhavi2730@gmail.com

The notice, demand or communication will be deemed to have been duly served:

- i) if delivered by an internationally recognised courier service, Special Delivery post, forty eight (48) hours after being posted (excluding days other than business days in England);
 - ii) if delivered by email, the next business day after transmission provided that no automatic out of office message is received and provided always that a confirmatory copy is sent by internationally recognised courier service or by Special Delivery post by the end of the next business day.
- 11.11 PCET will not use the name of Leicester or any representative of Leicester, in any publicity, advertising or news release without the prior written approval of an authorised representative of Leicester. Leicester will not use the name of PCET or any employee of PCET, in any publicity without the prior written approval of PCET (save as required for annual reporting purposes).
- 11.12 All disputes will initially be referred by either Party to a representative of each Party responsible for the overall performance of this Agreement, who will meet as soon as reasonably practicable to discuss the dispute. If those representatives are unable to resolve the dispute after meeting, the dispute shall be referred to the Managing Director of PCET and the Director of the Research and Enterprise Division of Leicester (the 'Directors'). The Directors will meet within twenty (20) working days and attempt to resolve the dispute.
- 11.13 This Agreement is governed by the laws of England and the Parties submit to the non-exclusive jurisdiction of the courts of England.

SCHEDULE 1

Programme Specification

The Programme will be provided by the University of Leicester School of Business, supported by the Centre for International Training and Education at the University of Leicester.

The course is intended for one group of 15 students and the Programme will run from 4th July 2022 until 29th July 2022.

The Programme will contain the following:

- A two hour group tutorial per week (four tutorials in total) with a senior member of academic staff. These tutorials will support a business consultancy project to be undertaken by the students.
- Two half hour personal tutorials for each student.
- End of course presentation of project findings.
- Three industry visits.

SCHEDULE 2
Fees and Payment

1. Fees:
 - 1.1 £1,500.00 per Student who enrolls on the Programme.
 - 1.2 The minimum number of Students who enrol on the Programme will be 15 for each group. In any event, PCET shall be liable to pay the Fees for the minimum number of Students for this group (£22,500).
 - 1.3 If an enrolled Student subsequently becomes unable to take part in the Programme, the fee will not be refundable nor can another Student of PCET shall be substituted in their place.
 - 1.4 The Fees will include the following:
 - 1.4.1 a place for one group leader for each group. Each additional group leader place will be charged at £750.00 each.
 - 1.4.2 Self-catered accommodation in single bedrooms with a shared kitchen and bathroom. Accommodation will be available from 2nd July 2022 until 30th July 2022 for the group.
 - 1.4.3 one group airport transfer from and to either Birmingham or Heathrow airports. Transfers from and to other airports will incur an additional charge.
 - 1.4.4 Registration with the university and access to university facilities, such as the library and IT facilities.
2. Payment schedule:
 - 2.1 Invoices will be issued: i) 50% of the total Fees due upon issuing the invitation letters to students for Visa purpose and ii) 50% of the total Fees due on commencement of the Programme, starting on 4th July 2022. The invoices will include the Fees for the minimum number of Students as set out in Clause 1.2 above.
3. Additional Fees and Payment Conditions
 - 3.1 Payment of all amounts due by PCET under this Agreement will be made without set-off, deduction or withholding.
 - 3.2 PCET is responsible for any costs incurred by its Students, staff or representatives in travelling to Leicester's premises in connection with this Agreement.

IN WITNESS of which this Agreement has been executed on the above date.

Signed 

Authorised Signature for and on behalf of the
University of Leicester

Name Amy Stewart

Position Contracts Officer

Dated 27th April 2022

Signed 

Authorised Signature for and on behalf of
Pimpri Chinchwad Education Trust (PCET)

Name Dr. Girish Desai

Position Executive Director, PCET

Dated