

THIS AGREEMENT is dated **[DATE]**

BETWEEN

- (1) **[THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SCO37733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN] **OR** [insert name of appropriate local entity where relevant outside the UK] [where appropriate add the following wording:] [operating through its local office at [insert address and details]] (the "**British Council**"); and
- (2) **[INSERT NAME OF CONTRIBUTOR]** of [insert address] ("**You**", and "**Your**" shall be construed accordingly).

BACKGROUND:

- (A) The British Council wishes to commission You to provide the Work (as defined below) on the terms and conditions set out in this Agreement.

IT IS AGREED:

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

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

"**British Council Requirements**" means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to You in writing or set out on the British Council's website at http://www.britishcouncil.org/new/about-us/jobs/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to You from time to time (as such documents may be amended, updated or supplemented from time to time during the term of this Agreement).

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

"**Equality Legislation**" means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, You perform Your obligations under this Agreement.

"**Intellectual Property Rights**" means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade

marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2 In this Agreement:

- 1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 where the words “include(s)” or “including” are used in this Agreement, they are deemed to have the words “without limitation” following them, and are illustrative and shall not limit the sense of the words preceding them.
- 1.2.4 without prejudice to clause 1.2.5, except where the context requires otherwise, references to:
 - (a) services being provided to, or other activities being provided for, the British Council;
 - (b) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
 - (c) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities; and
- 1.2.5 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

2. The Commission

- 2.1 You shall provide the work described in the attached Schedule (the “**Work**”) on the dates, and in accordance with any other requirements, specified in the Schedule.
- 2.2 You shall:
 - 2.2.1 use all reasonable skill, care and ability, and comply with all reasonable instructions of the British Council, in providing the Work;
 - 2.2.2 keep confidential the terms of this Agreement and any information of a confidential nature relating to the British Council; and

2.2.3 not act in any way or provide the Work in any manner which may be derogatory or detrimental to the reputation, image or goodwill of the British Council.

3. Fees

3.1 In consideration for You providing the Work, the British Council shall pay you the fees specified in the attached Schedule (the “**Fees**”).

3.2 The Fees are all-inclusive and cover all costs and expenses incurred by You in providing the Work, unless otherwise agreed in writing by the British Council.

3.3 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, You may charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable.

3.4 Where You enter into a Sub-Contract, You shall:

3.4.1 pay any valid invoice received from your subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and

3.4.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 3.4.1 of this Agreement.

3.5 In clause 3.4, “Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the British Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4. Ownership of the Work

4.1 [You hereby assign to the British Council with full title guarantee by way of present and future assignment all right, title and interest in the Work, Intellectual Property Rights existing in the Work, and any part thereof.]

[OR]

[You hereby grant to the British Council [an exclusive **OR** a sole **OR** a non-exclusive] worldwide, perpetual and irrevocable licence to use the Work, Intellectual Property Rights existing in the Work, and any part thereof and this licence shall survive the expiry or termination of this Agreement.]

4.2 Subject to any provision varying this position in the Schedule, You hereby waive all moral rights arising under the Copyright, Designs and Patents Act 1988, as amended and revised, or any similar provisions of law in any jurisdiction, relating to the Work (and this waiver shall survive the expiry or termination of this Agreement).

4.3 You warrant that the Work, and the provision of the Work to the British Council, does not and will not infringe any third party's Intellectual Property Rights.

5. Duration and Termination

5.1 This Agreement shall commence on the date specified in the Schedule and shall continue in force until the Work has been provided in full and to the satisfaction of the British Council, unless terminated in accordance with this clause 5.

5.2 Without prejudice to any other rights or remedies that the British Council may have, the British Council may terminate this Agreement:

5.2.1 immediately on notice to You if the provision of the Work is delayed, hindered or prevented by a Force Majeure Event (as defined in clause 20.1) for a period in excess of 30 days;

5.2.2 immediately on notice to You if You commit any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the British Council shall be entitled to terminate this Agreement with immediate effect); or

5.2.3 at any time by giving You not less than seven days' written notice.

5.3 Upon termination, You shall deliver to the British Council any element of the Work completed but not provided to the British Council prior to termination together with all Your preparatory materials relating to the Work and where this Agreement is terminated under clause 5.2.1 or clause 5.2.3, the British Council will pay You on a pro rata basis for any Work properly carried out in accordance with this Agreement up to the date of termination where such Work has not previously been paid for.

6. Status

6.1 Your relationship to the British Council will be that of independent contractor and nothing in this Agreement shall render You an employee, worker, agent or partner of the British Council and You shall not hold yourself out as such.

6.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly You shall be fully responsible for and shall indemnify the British Council for and in respect of payment of the following within the prescribed time limits:

6.2.1 any income tax, national insurance and social security contributions and any other employment related liability, deduction, contribution, assessment or claim in any applicable jurisdiction arising from or made in connection with either the provision of the Work, or any payment or benefit received by You in respect of the Work, where such recovery is not prohibited by law and You shall further indemnify the British Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the British Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the British Council's negligence or wilful default; and

6.2.2 any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You against the British Council arising out of or in connection with the provision of the Work, except where such claim is as a result of any act or omission of the British Council.

6.3 The British Council may at its option satisfy the indemnities set out in clause 6.2 above (in whole or in part) by way of deduction from any outstanding Fees or other payments due to You.

7. Insurance

7.1 You shall take out and maintain during the term of this Agreement appropriate insurance cover in respect of Your activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place.

8. Limitation of Liability

8.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

8.2 Subject to clause 8.1, neither party shall be liable to the other whether in contract, tort, negligence, breach of statutory duty or otherwise for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement.

8.3 Subject to clauses 8.1 and 8.2, the British Council's liability to You under this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the sum of the Fees, plus any late payment interest properly chargeable under the terms of this Agreement.

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

9. Anti-Corruption

9.1 You undertake and warrant that You have not offered, given or agreed to give (and that You will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by You of Your obligations under this Agreement.

9.2 You acknowledge and agree that British Council may, at any point during the term of this agreement and on any number of occasions, carry out searches of relevant third party screening databases (each a "**Screening Database**") to ensure that neither You nor any of the Your suppliers, directors, shareholders or employees (where applicable) is listed as being a politically exposed person, disqualified from being a company director, involved with terrorism, financial or other crime, subject to regulatory action or export, trade or procurement controls or otherwise representing a heightened risk of involvement in illegal activity.

9.3 If You or any of Your suppliers, directors, shareholders or employees (where applicable) is listed in a Screening Database for any of the reasons set out in clause 9.2, without prejudice

to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

- 9.3.1 terminate this Agreement without liability to You immediately on giving notice to You; and/or
- 9.3.2 reduce, withhold or claim a repayment (in full or in part) of the Fees payable under this Agreement; and/or
- 9.3.3 share such information with third parties.

You shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 9.2.

10. Safeguarding and Protecting Children and Vulnerable Adults

- 10.1 You will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Child Protection Policy, as notified to You and amended from time to time, which You acknowledge may include submitting to a check by the UK Disclosure & Barring Service (DBS) or the equivalent local service; in addition, You will ensure that, where You engage any other party to produce the Work (or any element of the Work) under this Agreement, that that party will also comply with the same requirements as if they were a party to this Agreement.

11. Equality, Diversity and Inclusion

- 11.1 You shall ensure that You do not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 11.2 You shall comply with any equality or diversity policies or guidelines included in the British Council Requirements.

12. Assignment

- 12.1 You shall not, without the prior written consent of the British Council, assign, transfer, charge, create a trust in, or deal in any other manner with all or any of Your rights or obligations under this Agreement.
- 12.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates; or (iii) any provider of outsourcing or third party services that is employed under a service contract to provide services to the British Council. You warrant and represent that You will (at the British Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 12.2.

13. Waiver

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

14. Entire agreement

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

15. Variation

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

16. Severance

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

17. Counterparts

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

18. Third party rights

18.1 Subject to clause 1.2.4, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 12 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

18.2 The parties agree that no consent from the British Council Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

19. No partnership or agency

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

20. Force Majeure

- 20.1 Subject to clauses 20.2 and 20.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a “**Force Majeure Event**”) including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 20.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 20.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 20.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 20.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 20.3 Nothing in this clause 20 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party’s consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 20.1).

21. Notice

- 21.1 Notice given under this Agreement shall be in writing, sent for the attention of the person signing this Agreement on behalf of the recipient party and to the address given on the front page of this Agreement (or such other address or person as the relevant party may notify to the other party) and shall be delivered:
- 21.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
- 21.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient’s address for notices after the date of posting; or
- 21.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient’s address for notices after the date of posting.

21.2 To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

22. Governing Law and Dispute Resolution Procedure

22.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales.

22.2 Subject to the remainder of this clause 22, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.

22.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 22.3, either party may commence proceedings in accordance with clause 22.2.

22.4 Nothing in this clause 22 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

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

Signed by the duly authorised representative of THE BRITISH COUNCIL

Name:	Signature:
Position:		

Signed by [*insert name of contributor*]

Name:	Signature
Position:		

Schedule

Commissioning a photographer

The Work

[insert details of the photographs the photographer is expected to produce. Some example wording is set out below but this section should be adapted to suit the specific commission]

[You will produce a series of photographs from ***[insert where photographs are to be taken e.g. schools in the UK, Nigeria, Bangladesh, Japan, Taiwan and Ethiopia]***. A selection of these images (up to a maximum of ***[insert number]***) will then be used to create an exhibition which will take place in ***[insert venue]***, commencing in ***[insert month and year]***.]

[You will deliver to the British Council by ***[insert date]*** ***[insert what must be delivered e.g. a set of photographs and a set of A4 work prints, negatives, digital copies in JPEG format]*** (the “**Deliverables**”) from which the British Council will select appropriate images for exhibition.]

[The British Council will use reasonable endeavours to ensure that You are credited as creator of the Work when the British Council makes use of, or reproduces, the Work.]

Production of the Work

[You will be expected to work ***[on the dates, at the times and in locations set out below,]*** in no more than ***[insert number]*** schools and to produce in each school a maximum of ***[insert number]*** and a minimum of ***[insert number]*** photographs suitable for inclusion in the exhibition.]

Date	Hours of work	Location	Deliverable(s) to be produced
<i>[insert date]</i>	<i>[insert times]</i>	<i>[insert location]</i>	<i>[insert what must be produced]</i>
<i>[insert date]</i>	<i>[insert times]</i>	<i>[insert location]</i>	<i>[insert what must be produced]</i>

[You are to responsible for supplying Your own cameras and film stock[, ***although film costs and processing will be reimbursed by the British Council on production of relevant receipts.***]

[The British Council will provide ***[insert details of any equipment the British Council will provide, e.g. lighting and camera tripods and an assistant (who will also act as an interpreter) will also be made available in each country to be visited by You under this Agreement].***]

Fees

In consideration for the provision of the Work, the British Council shall pay You the fee of £***[amount]*** in the sums and on the dates set out below:

Sum due	Date due
£[insert amount]	[insert date] (subject to delivery by You and acceptance by the British Council of the Deliverables)
£[insert amount]	[insert date] (subject to delivery by You and acceptance by the British Council of the Deliverables)

If for any reason the British Council is dissatisfied with the photographs You produce, or any aspect of Your performance under this Agreement, the British Council may withhold an appropriate part of the above fees until the issue has been resolved to the British Council's reasonable satisfaction.

Commencement date

This Agreement shall come into force on **[insert date]**.

Schedule

Commissioning a film-maker

The Work

[insert details of the film the film-maker is expected to deliver. Some example wording is set out below but this section should be adapted to suit the specific commission]

[You will deliver to the British Council by ***[insert date]*** a film about ***[insert subject matter of the film]*** with a running time of between ***[insert number]*** and ***[insert number]*** (“Film”).]

[You shall ensure that the Film will qualify with the British Board of Film Classification for an “***[insert rating level e.g. U]***” or less restrictive rating.]

[You will be expected to work [on the dates, at the times and in locations set out in the table below]:]

Date	Hours of work	Location
<i>[insert date]</i>	<i>[insert times]</i>	<i>[insert location]</i>
<i>[insert date]</i>	<i>[insert times]</i>	<i>[insert location]</i>

Delivery of the Work

[You shall provide the British Council with [a copy of the final script for the Work, a music cue sheet with details of all musical work included in the Work, details of all clearances obtained in respect of third party rights in the Work, and a copy of the Work in ***[insert details of format]***] (the “**Deliverables**”).]

Final cut

[You shall prepare and deliver to the British Council an assembly of the Film in sequence (“**First Cut**”). After the British Council has viewed the First Cut, where it feels it is appropriate to do so, the British Council may provide You with any suggested alterations and You shall then, having good faith regard to the British Council’s suggestions, prepare and deliver to the British Council a fine cut of the Film. Thereafter, the British Council shall, following consultation with You, have the right to make such additional cuts as it may in its absolute discretion deem necessary.]

[The British Council will provide you with a copy of the completed Film on DVD for Your private, non-commercial use only.]

Advertising and publicity

[The British Council shall consult with You regarding any advertising and publicity campaign for the Film, including in connection with the preparation of a trailer for the Film.]

Personnel

[Provided You are not in breach of any term of this Agreement, You shall, at Your cost, have the right to designate any personnel to assist You with the preparation of the Film.]

Fees

In consideration for the provision of the Work, the British Council shall pay You the fee of £[**amount**] in the sums and on the dates set out below:

Sum due	Date due
£[insert amount]	[insert date] (subject to delivery by You and acceptance by the British Council of the Deliverables)
£[insert amount]	[insert date] (subject to delivery by You and acceptance by the British Council of the Deliverables)

[You shall be entitled to a bonus of £[**amount**] if the Film wins any of the following awards:

- [**insert appropriate awards**]

If for any reason the British Council is dissatisfied with the Film You deliver, or any aspect of Your performance under this Agreement, the British Council may withhold an appropriate part of the above fees until the issue has been resolved to the British Council's reasonable satisfaction.

Commencement date

This Agreement shall come into force on [**insert date**].

Schedule

Commissioning a designer

The Work

[insert details of the designs the designer is expected to deliver. Some example wording is set out below but this section should be adapted to suit the specific commission]

[You will produce designs of **[insert details of what is to be designed, e.g. a poster, invitation card and press pack cover image]** for the **[insert name of the relevant festival/event]** and deliver these designs in **[insert format e.g. PDF format]** (the “Deliverables”) to the British Council for approval by **[insert date].**]

[After the British Council has reviewed the designs You deliver, where it feels it is appropriate to do so, the British Council may provide You with suggested alterations and in such instance You shall then prepare and deliver to the British Council (at no extra cost to the British Council) a final set of designs incorporating the British Council’s suggested alterations.]

[You will be expected to work **[on the dates, at the times and in locations set out in the table below]:**]

Date	Hours of work	Location
[insert date]	[insert times]	[insert location]
[insert date]	[insert times]	[insert location]

Fees

In consideration for the provision of the Work, the British Council shall pay You the fee of £**[amount]** in the sums and on the dates set out below:

Sum due	Date due
£ [insert amount]	[insert date] (subject to delivery by You and acceptance by the British Council of the Deliverables)
£ [insert amount]	[insert date] (subject to delivery by You and acceptance by the British Council of the Deliverables)

If for any reason the British Council is dissatisfied with the designs You deliver, or any aspect of Your performance under this Agreement, the British Council may withhold an appropriate part of the above fees until the issue has been resolved to the British Council’s reasonable satisfaction.

Commencement date

This Agreement shall come into force on **[insert date]**.