

- (1) Department for International Trade
- (2) British Education Suppliers Association

Collaboration Agreement
A UK Pavilion at GESS 2021

AN AGREEMENT MADE ON THE 4 OCTOBER 2021

BETWEEN:

- (1) **THE DEPARTMENT FOR INTERNATIONAL TRADE** whose principal office is at Old Admiralty Building, Admiralty Place, London, England, SW1A 2DY (“the Department”); and
- (2) **BRITISH EDUCATION SUPPLIERS ASSOCIATION** incorporated and registered in England and Wales with company number 01097059 whose registered office is at 81 Rivington Street, London, England, EC2A 3AY (“BESA”).

Background

- (A) GESS Dubai (“the Event”) is a well-established annual Exhibition and Conference that is presented by a commercial promoter in conjunction with the Ministry of Education, Dubai. The Event facilitates the marketing of educational products and services to participants at the Event.
- (B) BESA supports the Event in various ways including marketing the opportunity to its members and to other education businesses, supporting UK participants at the Event and carrying out various post event activities.
- (C) The Department in accordance with a central theme of the UK government’s Education Export Campaign regards the event as a significant opportunity to advance this strategy and intends to participate in the Event.
- (D) The Department and BESA accordingly intended to collaborate in their participation and to this end have agreed to enter into this collaboration agreement and to commit to the various obligations provided for in the agreement.

1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement.
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|-------------------|--|
| BESA Inputs | the Inputs to be provided by BESA as outlined in Part A of Schedule 1. |
| Business Day | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| Commencement Date | the date of this Agreement. |

Department Inputs	the financial contribution payable by the Department to BESA provided for in clause 4.2 and the other Inputs that the Department intends to make as set out in Part B of Schedule 1.
EdTech Pod	an area set aside in the UK Pavilion as an area for occupation by a UK Participant for the purpose of that UK Participant promoting its products and services within the Event.
Force Majeure	any circumstances beyond the reasonable control of a party including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), acts of God, government actions, war, riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction (including those caused directly or indirectly by the coronavirus (COVID-19) outbreak, sanctions, embargo, accident, power failure, breakdown of plant or machinery, fire, flood, drought, storm, earthquake or other natural disaster, disease, epidemic, pandemic or other notifiable disease, public health emergency, default of suppliers or sub-contractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts or machinery, or import or export regulations or embargoes.
Inputs	as the case may be the BESA Inputs and the Department Inputs.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names

and domain names, rights in get-up and trade dress,
goodwill and the right to sue for passing off

or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

UK Participants

those businesses and individuals from the United Kingdom who participate in the Event and who are, whether directly or indirectly, supported in that participation through this Agreement.

UK Pavilion

a dedicated space to be procured by BESA and provided as part of the BESA Inputs that is to be designated at the Event as the "UK Pavilion".

- 1.1.1. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.1.2. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 1.1.3. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.1.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.1.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.1.7. A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.

1.1.8. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.1.9. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or a legislative.
- 1.1.10. A reference to **writing** or **written** includes email but not fax.
- 1.1.11. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.1.12. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. OUR AGREEMENT

- 2.1. In consideration of the Inputs that each of us agree to make under this Agreement it is agreed that BESA and the Department shall collaborate to the extent provided for by this Agreement with a view to maximising the advantages to be achieved from the involvement of UK Participants within the Event.

3. BESA INPUTS

- 3.1. BESA agrees with the Department that it shall on a timely basis undertake and provide the BESA Inputs.
- 3.2. Without prejudice to the generality of the foregoing BESA shall enter into such contracts (and be solely responsible for meeting all costs and expenses arising from such contracts) as are necessary to procure the UK Pavilion as a facility at the Event.

4. DEPARTMENT INPUTS

- 4.1. The Department agrees with BESA that it intends to undertake and provide the Department Inputs. Save for the agreement to make the Financial Contribution none of the Department Inputs constitute a binding commitment enforceable by BESA to undertake the relevant activity and BESA acknowledges that the overall contribution to the Event that comprises the Department Inputs may accordingly vary. The Department shall keep BESA informed of the detail of its intended participation in the Event.

- 4.2. Without prejudice to the generality of Sub-Clause 4.1 the Department agrees that the Financial Contribution is to be provided on the terms and conditions

including as to timing of payments falling due to be made set out in Schedule 2 to this Agreement.

5. CO-OPERATION AND LIASON

- 5.1. It is agreed that BESA shall lead in the preparatory activities required to be undertaken and shall assume design and financial responsibility for the facilities and services that require to be procured for the purpose of the design, construction and fit out of the UK Pavilion.
- 5.2. Throughout the period from the date of this Agreement to the period in which the Event takes place and then for a reasonable period thereafter the Parties shall liase and provide reasonable co-operation to each other in such a manner as is calculated to ensure that the Parties participation and that of the UK Participants in the Event is as successful as possible. In particular BESA shall keep the Department informed regarding progress in the development of plans for the UK Pavilion sharing design detail with the Department from time to time and keep the Department advised of uptake by UK Participants.
- 5.3. BESA shall upon request provide the Department with copies of invoices and receipts for payments received by BESA in connection with expenditure incurred by BESA that is satisfied from monies that form any part of the Department Input.

6. CONFIDENTIALITY.

- 6.1. For the purposes of this Agreement, Confidential Information shall mean:
- 6.2. All information (of whatever nature and however recorded or preserved) disclosed by one party to the other, which:
 - 6.2.1. is marked as or has been otherwise indicated to be confidential; or
 - 6.2.2. derives value to a party from being confidential; or
 - 6.2.3. would be regarded as confidential by a reasonable business person except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.
- 6.3. Each party shall keep confidential all Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under this Agreement. Each party may disclose Confidential Information to its

employees, officers, professional representatives or advisers, sub-contractors and agents, provided that such persons:

- 6.3.1. need to know it for the purposes of exercising or performing the party's rights and obligations under this Agreement;
 - 6.3.2. have been informed of the confidential nature of the Confidential Information divulged;
 - 6.3.3. agree to act in compliance with the confidentiality requirements of this Agreement.
- 6.4. Neither party will disclose Confidential Information to any third party or use it except as otherwise permitted in this Agreement.
- 6.5. Notwithstanding any other provision of this Agreement, it shall not be a breach of this Agreement for either party to disclose any Confidential Information pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with power to require the disclosure of such information, provided that (to the extent it is permitted to do so) the affected party gives all reasonable notice of such disclosures to the other party.
- 6.6. The terms of this paragraph 6 shall continue to apply notwithstanding termination of this Agreement or any other cessation of any business relationship between the parties.

7. FREEDOM OF INFORMATION

- 7.1.1. BESA is aware of and acknowledges the Departments responsibility comply with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (collectively the "Act") and any codes of practice or guidance issued pursuant to the Act (collectively the "Codes"). In the event that the Department is required to provide information pursuant to the Act BESA shall support compliance with the requirements of the Codes and the Act (as applicable) in disclosing information relating to this Agreement.
- 7.1.2. The parties confirm that disclosure made pursuant to the Act shall and associated Codes shall be classed as a disclosure required by law so that the obligations of confidentiality do not apply.
- 7.1.3. BESA shall co-operate and assist the Department with disclosures as if it were under identical duties save that nothing in this Clause shall impose an obligation on either party to disclose information

which it would be precluded from providing under the Act or the Associated Codes.

- 7.1.4. BESA shall give reasonable assistance to the Department to comply with the Act or the Codes.
- 7.1.5. In particular, BESA shall supply all such information and records to the Department (together with reasonable assistance to locate the same) which are needed by the Department to comply with its obligations under the Act and associated Codes within a timescale to be agreed on a case by case basis.
- 7.1.6. Notwithstanding the provision of clause 6 (Confidentiality) of this contract and pursuant to Section 43 (2) of the Freedom of Information Act, the Department shall have the discretion to disclose information which is the subject of this Agreement to any person who makes a request under the Act and which it has to disclose to discharge its responsibilities under the Act.
- 7.1.7. When exercising its right under sub clause 7.1.6 above and pursuant to Section 43 (2) of the Freedom of Information Act, the Department shall use reasonable endeavours to consult with BESA (in accordance with the recommendations of the Codes).

8. DATA PROTECTION.

- 8.1. Each of BESA and the Department agree to comply at all times with their respective obligations under Data Protection legislation to the extent the same is applicable to that party. To the extent that the arrangements established under this Agreement entail the processing of personal data the parties shall enter into an appropriate data sharing agreement in an appropriate form.

9. NO THIRD PARTY RIGHTS.

- 9.1. It is agreed that this Agreement creates no rights that are intended to be or shall be enforceable by any third party.

10. NO PARTNERSHIP OR AGENCY.

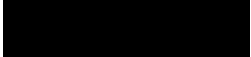
- 10.1. This Agreement shall not constitute or to be deemed to imply a partnership between the parties and neither party shall be or be deemed to be an agent of

the other for any purpose whatsoever and neither party shall have any authority or power to bind the other in any way

11. LAW AND JURISDICTION

11.1. This Agreement shall be governed by and construed in accordance with English law.

11.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter or to settle any dispute which may arise out of or in connection with this Agreement.

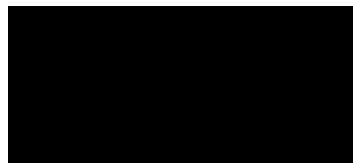
Signed by 

for and on behalf of

DEPARTMENT FOR INTERNATIONAL TRADE


Designation of the signatory:

Date:



Head of Commercial

6/10/2021

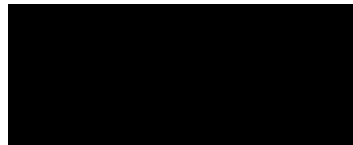
Signed by 

for and on behalf of

BRITISH EDUCATION SUPPLIERS ASSOCIATION.

Designation of the Signatory:

Date:



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Director General, BESA

6/10/2021

SCHEDULE 1

Part A: BESA Inputs

BESA will provide services to EdTech Pod exhibitors and guests services in three phases:

- Pre-show including market and education briefing, exhibition guidance and briefing session, guidance and support on key logistics and planning and inclusion in the UK Delegation brochure, recruitment/selection of exhibitors and BESA marketing and promotion pre and during event.
- During Event including logistics, admin, and support during set up and throughout show with organisers on behalf of UK companies, use of the BESA UK Pavilion meeting area for one-to-one meetings, social media promotion by the onsite BESA team and promotion of UK companies to VIPs and dignitaries visiting event by BESA onsite team. It will also include liaison and communication of on-site opportunities identified by BESA via BESA partners and contact organisations and signposting service for UK companies services to visitors to the UK information booth as part of the UK Pavilion. BESA will also support the running of a Dragons Den type pitching competitions allowing exhibitors to pitch on meeting the needs of the MENA market and on attracting investment. Promotion of the UK Tech Showcase in the exhibition and conference's show guide (print and online).
- Post Event, BESA will support with the circulation of contacts list collated during event to all UK exhibitors on UK pavilion and a post event report circulated to all suppliers.

Part B: Department Inputs

DIT intends to organise the following activities:

- 1-2-1 networking meetings for UK exhibitors at GESS including those companies exhibiting on the EdTech Pod exhibitor stands.
- Dragon's Den style school EdTech resource competition using the multipurpose presentation/conference space.
- Dragon's Den' investor competition using the multipurpose presentation/conference space
- Tech showcase presentations by UK exhibitors using the presentation / conference space
- Presentation on DIT support to UK companies using the presentation / conference space
- DIT presentation on strength of UK EdTech sector to potential buyers (TBC).

SCHEDULE 2

Financial Contribution

1. The Financial Contribution is [REDACTED] including any amounts that fall due to be levied against the Department as Value Added Tax.
2. The Financial Contribution is to be applied by BESA apportioned on the following basis:
 - 2.1. In relation to the procuring of space at the Event sufficient to accommodate the UK Pavilion the sum of: [REDACTED]
 - 2.2. In relation to contracting with an appropriate contractor to undertake and complete the design, construction and commissioning ready for occupation the UK Pavilion the sum of: [REDACTED]
 - 2.3. In relation to other cost and expenses incurred by BESA in[promoting and carrying out participation in the Event] the sum of: [REDACTED]
3. The Department shall make payment to BESA of the Financial Contribution on the following basis:
 - 3.1. [Set out timing or conditions to be achieved for any payment to become due and payable and the date by which payment must be made]
4. If any amount due from the Department falls overdue for payment BESA shall be entitled to demand and be paid interest on the overdue amount prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) calculated from the date payment fell due to the date of actual receipt by BESA.

