

## Partner Agreement

### Cover sheet

This cover sheet and the agreed terms attached to it including all schedules and appendices referred to in the agreed terms constitute the Agreement between the Parties in relation to the Partnership.

<b>TSA parties</b>	<p>The Scout Association a company incorporated by Royal Charter under registration no RC000547 and charity registered in England and Wales under registration no 306101 and in Scotland under registration no SC038437 with its registered office at Gilwell Park, Chingford, London, E4 7QW ("<b>TSA</b>")</p> <p>And</p> <p>Scout Services Limited a company limited by shares under registration no 01920846 with its registered office at Gilwell Park, Chingford, London, E4 7QW ("<b>SSL</b>")</p>
<b>Partner</b>	<b>UK SPACE AGENCY</b> (an executive agency of the Department for Business, Energy and Industrial Strategy) whose registered office is Polaris House, North Star Avenue, Swindon SN2 ISZ
<b>Programme Badges</b>	Space Agency Badges, as depicted in Schedule 2 and to be agreed between the parties in writing during the Term of the Agreement.
<b>Programme</b>	A badge award programme and activities as more particularly described in Schedule 3
<b>Fees and payment schedule</b>	<p>The Partner shall pay the fee of £ <b>REDACTED</b> plus VAT to be paid in the following instalments:</p> <ol style="list-style-type: none"><li>1. £ <b>REDACTED</b> plus VAT on the first anniversary of the Commencement Date</li><li>2. £ <b>REDACTED</b> plus VAT on the second anniversary of the Commencement Date</li></ol> <p>Such amounts to be payable by the Partner within 30 days following receipt of a valid invoice request from TSA</p>
<b>Commencement Date</b>	1st March 2023
<b>Term</b>	Two years
<b>Review Date</b>	On the first anniversary of the Commencement Date
<b>Contact details for TSA and Partner</b>	<p>TSA: <b>REDACTED</b></p> <p>Partner: <b>REDACTED</b></p>

.....

Signed for and on behalf of The Scout Association

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**REDACTED** 20/6/23

Date:

.....  
**Signed for and on behalf of UK SPACE AGENCY**

**Date:** 14 June 2023

## **AGREED TERMS**

### **WHEREAS:**

- 1 TSA is a charity whose aims are to engage and support young people in their personal development, empowering them to make a positive contribution to society and in pursuit of that aim provides a scheme of awards and activity badges to Members of TSA.
- 2 TSA wished to operate a series of Space Agency Badges and promote a programme of activities to educate those Members of TSA who wish to learn about Astronautics and space themes (the "**Programme**")
- 3 SSL is a wholly owned subsidiary of TSA, which has been set up to undertake trading activity on behalf of TSA and SSL covenants all its profits to TSA. TSA has licenced SSL to exploit the work of TSA and in particular to grant licences and provide promotional activities to its sponsors.
- 4 SSL and TSA have an arrangement in place work for shared resources and work in close collaboration to deliver fundraising initiatives for the benefit of the Charity and its charitable objects.
- 5 The Partner is a Government Agency whose aim is to inspire and lead the UK in space, to benefit our planet and its people.
- 6 TSA, SSL and the Partner have agreed that the Partner shall sponsor and promote the Programme on the terms and conditions detailed in this Agreement.

### **IT IS AGREED** as follows:

#### **1. Definitions and Interpretation:**

##### **1.1** In the Agreement the following definitions apply:

**Agreement:** means the Agreement;

**Commencement Date** means the date specified on the Cover Sheet;

**Cover Sheet** means the cover sheet to which these agreed terms are appended;

**Confidential Information** means any written information provided by one Party to another for the purposes of performing obligations under the Agreement which is marked on its face "Confidential" or word(s) to similar effect or which by its nature is clearly confidential;



### **SCHEDULE 3**

#### **PART 1: PARTNER ACTIVITIES**

The Partner shall promote the Partnership and in particular the Programme in the following ways: The

Partners shall:

- (a) shall use its reasonable endeavours to promote TSA and its charitable work to its staff, customers and commercial partners as may be appropriate and/or as may be agreed between the Parties.
- (b) Promote the Partnership and Programme in joint publicity to be agreed with TSA.
- (c) undertake such other activities as shall be agreed in writing between the Parties throughout the Term.

#### **PART 2: TSA PROMOTIONAL ACTIVITIES**

SSL in collaboration with TSA agrees to shall provide the following Promotional Activities:

- (a) hosting a partnership page especially for the Programme and the Programme Activities within the Scout website
- (b) sending 4x promotional emails via the Monthly Membership Email;
- (c) hosting the Company's presence at any relevant national Scouting events such as Reunion, Wintercamp and Fundays. If the event is unable to take place, a virtual alternative may be offered. All details to be agreed between Parties in writing and in advance of the events.
- (d) promote the partnership through a minimum of 6x social media posts per annum
- (e) work with the Partner to create inspiring content for young people such as 'How To' videos for both young people and leaders and interviews with ex Scouts who are taking part in space industry apprenticeships. All details to be agreed between the Parties in writing and in advance.
- (f) host a Scouts Facebook Live Q&A with Tim Peake or a similar Scout Ambassador and the UK Space Agency. All details to be agreed between the Parties in writing and in advance.



- 14.1 The validity, construction and performance of the Agreement (including non-contractual matters) shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England to which the Parties submit.

**SCHEDULE 1**

**PART 1**

**Scout Name and Logo**

***Scouts non***

**PART 2**

**Partner Logo**

**UK SPACE  
A 1 AGENCY**

**SCHEDULE 2**

**LICENCED BADGES**

To be agreed between the Parties in writing and during the Term of the Agreement



beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate the Agreement by written notice to the other Party.

### **13.3 Assignment**

None of the Parties may assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under the Agreement without the prior written agreement of the other Party/ies.

### **13.4 Entire agreement**

The Agreement contains the whole agreement between the Parties concerning the Partnership and supersedes and replaces any prior written or oral agreements, representations or understanding between them relating to the Partnership. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement.

### **13.5 Waiver**

A waiver of any right under this Agreement is only effective if given in writing, and any failure or delay by a party to exercise any right provided under this Agreement shall not constitute a waiver of that right, nor shall it prevent or restrict any further exercise of that right.

### **13.6 Further assurance**

Each Party to the Agreement shall, at the request and expense of the other, execute and do any deeds and other things reasonably necessary to carry out the provisions of the Agreement or to make it easier to enforce.

### **13.7 Severance**

If any provision of the Agreement is prohibited by law or judged by a court of competent jurisdiction to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

### **13.8 Notices**

Any notice to be given under the Agreement shall be in writing and shall be sent by email to the email addresses for the Parties as detailed in the Cover Sheet.

Notices sent in accordance with this clause 13.8 shall be deemed to have been received on the next working day after sending.

### **13.9 Third parties**

For the purposes of the Contracts (Rights of Third Parties) Act 1999, the Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **14 Law and jurisdiction**





12.2.2 do anything that in the reasonable opinion of TSA or SSL brings or is likely to bring TSA and/or SSL or their Intellectual Property into disrepute; or

12.2.3 is in material breach of any of the terms of the Agreement and following written notice from TSA and/or SSL containing particulars of such breach and request for it to be remedied (if capable of remedy), it has not remedied such breach to the reasonable satisfaction of TSA and/or SSL within 30 days thereof; or

12.2.4 take any steps which would or may invalidate the registration of TSA as proprietor of the Scout Name and/or Scout Logo; or

12.2.5 shall have a receiver appointed in respect of the whole or substantially the whole of its assets or if a resolution is passed for the winding up of the Partner otherwise than for the purpose of reconstruction or amalgamation where a resultant Partner (if a different legal entity) undertakes to observe the terms of the Agreement and is a Partner to which or to the shareholding of which TSA and SSL cannot reasonably object; or

12.2.6 failure to pay any payment due and such payment is in arrears within 21 days of a notice from SSL demanding such payment.

12.3 The Partner shall at any time be entitled to terminate the Agreement forthwith if TSA and /or SSL:

12.3.1 are in material breach of any of the terms of the Agreement and if after written notice has been given containing particulars of such breach and (if capable of remedy) requiring it to be remedied it has not remedied the matter to the reasonable satisfaction of the Partner within 30 days thereof; or

12.3.2 take any steps that could prejudice the reputation of the Partner, such prejudice to be determined by the Partner acting reasonably; or

12.3.3 seek to invalidate the registration of the Partner trademarks; or.

12.3.4 make a substantial change in their policies or practices such that the Partner reasonably considers a continuing association will be contrary to the Partner's charitable objects.

12.4 On termination of the Agreement by virtue of the terms herein, all rights granted shall forthwith cease. TSA and SSL shall cease to apply the Partner Logo to the Licensed Badges provided however, that TSA and SSL may continue to award the Licensed Badges to Members who meet the badge requirements without consent being required, for a run off period not exceeding six months following termination.

12.5 In the event of early termination there shall be no refund of Fees already paid by the Partner.

## **13 General**

### **13.1 Force majeure**

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances

obligations in relation to it and themselves agreed to treat the Confidential Information confidentially;

9.2.2 The receiving party's auditors, professional advisors, HM Revenue & Customs and any other person having a statutory or regulatory right to request and receive that information (including any applicable regulator).

9.3 No Party shall make any announcement about the Agreement nor will it disclose its existence or terms without the prior written consent of the other Parties.

9.4 The obligations in this clause 9 will remain in full force and effect even if the Agreement is terminated.

## **10 Warranty**

10.1 Each Party warrants to the others that:

10.1.1 it has sufficient resources to properly perform its obligations under the Agreement and will have sufficient resources to do so at all times and will perform its obligations under the Agreement with all due skill and diligence and in a good and workmanlike manner; and

10.1.2 it has full power and authority to enter in to the Agreement and to perform its obligations hereunder; and

10.1.3 use by a Party of any Intellectual Property granted to it under this Agreement will not infringe the Intellectual Property rights of any third party.

## **10 Liability**

11.1 Neither Party will be liable to the other in respect of the Agreement for any indirect or consequential loss or damages whether caused by breach of contract (including the Agreement), negligence, breach of any statutory duty or arising in any other way. For the purpose of this Clause, indirect or consequential loss or damage means any loss not directly arising from the breach, negligence or other event.

11.2 It is acknowledged that TSA is a charitable organisation, and therefore TSA and SSL's total liability to the Partner under or arising from this Agreement shall be limited to the sum which is equal to one Instalment of the Fee in any event.

## **12 Review and Termination:**

12.1 The Parties shall, throughout the Term, regularly review the progress of the Partnership via regular meetings at times to be agreed between the Parties, and on the Review Date, if any.

12.2 TSA and/or SSL shall at any time be entitled to terminate the Agreement forthwith if the Partner:

12.2.1 make a substantial change in its policy such that TSA and SSL reasonably considers a continuing association will be contrary to its objects as set out in its Royal Charter; or

Partnership and the Programme; including on its website, in social media, and in marketing or promotional materials in relation to the Partnership and the Programme, and for no other purpose.

7.4 The Partner hereby grants to TSA and SSL a royalty free, non-exclusive, non-transferrable right in the United Kingdom during the Term to use the Partner Name and Logo solely for the purpose of the Partnership and to acknowledge the Partner as a sponsor of the Programme; including on the Licenced Badges, on its website, in social media and in marketing or promotional materials in relation to the Partnership and the Programme, and for no other purpose.

7.5 TSA shall own all Intellectual Property rights in the Licenced Badges, save to the extent that the Partner Name and Logo is depicted thereon.

7.6 No Party shall have the right to assign or sub-licence any of the rights granted hereunder, save that TSA shall have the right to have fabric badges to the design of the Licensed Badges manufactured and to sell or otherwise make them available to Members in accordance with the Agreement.

7.7 Each Party shall ensure that wherever it uses or displays the other's Intellectual Property, it will comply with any guidelines provided to it and with any reasonable direction by the other party as to the use or display of that Party's Intellectual Property. TSA's guidelines are available at <https://docs.scoutsbrand.orb.uk/buidelines.pdf>

7.8 No Party shall do anything that, in the reasonable opinion of any of the other Party brings or is likely to bring any other Party's and/or their Intellectual Property into disrepute.

## **8 Data Protection**

8.1 This clause acknowledges the rights and obligations of TSA and the Partner under Data Protection Legislation. For the avoidance of doubt, nothing in the Agreement relieves either TSA or the Partner of their own direct responsibilities and liabilities under the Data Protection Legislation.

8.2 The Parties' performance of their respective obligations under this Agreement shall not involve the processing of Personal Data by a Party who was not the original data controller for that Personal Data.

## **9 Confidentiality**

9.1 All Parties shall all treat as confidential all Confidential Information obtained from any other under this Agreement. No Party shall, without the prior written consent of the others, disclose Confidential Information to any third party or use the same except for the purposes of this Agreement.

9.2 Clause 9.1 does not prohibit disclosure of Confidential Information to:

9.2.1 The receiving party's own employees (including agents and permitted subcontractors) who need to know it provided that these employees are first made aware of the confidential nature of the Confidential Information and the receiving party's

4.4 The Partner shall comply with any reasonable request of TSA to provide further information or to attend a meeting to review the Parties' relationship and the conduct of the promotion and in particular to monitor compliance with the Agreement and all relevant legislation and regulation.

4.5 The Partner shall at all times comply with all applicable laws, statutes, regulations and codes of practice relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (the **Anti-Bribery Requirements**).

## **5 SSL/TSA's Obligations**

5.1 SSL shall provide the Promotional Activities including, if agreed with the Partner, the Resource Pack.

5.2 TSA shall be responsible for the design and manufacture of the Licenced Badges and shall promote the Programme and award the Licensed Badges Members who have met the badge requirements.

5.3 TSA shall provide regular updates to the Partner of progress in relation to the Programme.

5.4 TSA and SSL shall take reasonable steps to monitor compliance with the requirements of this Agreement and all relevant Fundraising Legislation and regulation.

5.5 TSA shall at all times comply with the Anti-Bribery Requirements.

## **6 Promotional Activities, Branding and Logos**

6.1 TSA shall retain the right of final approval over the content, format and timing of any promotional activity in connection with the Programme and, in particular, TSA may in its sole discretion refuse to publish anything which in TSA's reasonable opinion is contrary to and/or undermines TSA's objects as set out in its Royal Charter and/or which brings or is likely to bring TSA or SSL and/or the Scout Name or Logo into disrepute.

6.2 Each Party shall comply with any branding guidelines for the use of their respective Name and Logo as detailed in Schedule 1 as shall be provided by the other Parties.

6.3 The Parties agree to participate in such reasonable promotional activity as may be agreed between the Parties following the completion of the Programme in order to evaluate and promote the Programme and for the purpose of any such promotional activity undertaken further agree to comply with all relevant terms and conditions of this agreement, notwithstanding termination.

## **7 Intellectual Property**

7.1 Each Party shall retain all rights in their Intellectual Property.

7.2 Save as otherwise provided by the Agreement, neither Party shall use or display the other's Intellectual Property without that Party's prior written permission and nothing in the Agreement shall be construed so as to give any Party any right, title or interest in the other Party's Intellectual Property.

7.3 SSL hereby grants to the Partner a royalty free, non-exclusive, non-transferrable right in the United Kingdom during the Term to use the Scout Name and Logo solely for the purpose of the

## **1.1 Interpretation**

1.2.1 In the Agreement, unless the context requires otherwise, the following rules apply:

- (a) A reference to a Party includes its personal representatives, successors or permitted assigns;
- (b) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted;
- (c) Any phrase introduced by the terms including, include, in particular or a similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and
- (d) A reference to writing or written includes emails.

## **2 Term**

2.1 The Agreement will take effect from the Commencement Date.

2.2 The Agreement will continue in full force for the Term unless terminated earlier as provided for herein.

## **3 The Fee**

3.1 In consideration of the grant of the licence referred to in clause 7.3 and the provision of the Promotional Activities detailed in Schedule 3 the Partner will pay the Fee to SSL on the date and in accordance with any terms referred to on the Cover Sheet.

3.2 If requested so to do, SSL shall issue a receipt for the Fee.

3.3 If the Partner fails to make any payment by the due date in accordance with clause 3.1 then SSL will be entitled to charge the Partner interest on the overdue amount at the rate of 4% over the base rate of Barclays Bank as published from time to time. Such interest will accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgement.

## **4 Partner's obligations**

4.1 Without prejudice to any other clause in the Agreement, the Partner shall undertake the Partner Activities.

4.2 The Partner shall not do anything that in the reasonable opinion of TSA, is contrary to, or undermines, TSA's objects as set out in its Royal Charter.

4.3 Partner shall comply with the Fundraising Code of Practice in carrying out the Partner Activities and, in particular, will not engage in an activity which may result in any unreasonable intrusion on any person's privacy; or involve unreasonably persistent approaches to any person for the purpose of soliciting or otherwise procuring money or other property; or place undue pressure on any person to give money or other property.



**Data Protection Legislation** means the Data Protection Act 2018, the **EU** General Data Protection Regulation (**EU**) 2016/679 and all applicable laws and regulations relating to the privacy, protection or processing of personal data; and the terms **data subject, data controller or controller, data processor or processor, process, processing, personal data** and other words or phrases that have a particular meaning under Data Protection Legislation will have the same meaning here;

**Data Processing Activities** means the data processing activities referred to in Schedule 4 to the Agreement (if any);

**Fee** means the sum specified on the Cover Sheet plus VAT chargeable thereon

**Intellectual Property** means copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, 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;

**Licensed Badges** means the badges depicted in Schedule 2;

**Members** means adult and child members of TSA;

**Monthly membership email** means a monthly email newsletter sent by TSA to adult Members;

**Partner Activities** means the activities that the Partner has agreed to provide and/or carry out as specified in Part 1 of Schedule 3;

**Partner Name and Logo** means the name and logo belonging to the Partner and which is depicted in part 2 of Schedule 1 to the Agreement;

**Partnership** means the Partner's sponsorship of the Programme as detailed in Schedule 1 on the terms set out in the Agreement;

**Programme** means the Programme specified on the Cover Sheet as more particularly described in Schedule 3;

**Promotional Activities** means the activities described in Part 2 of Schedule 3;

**Resource Pack** means the resource pack which shall be jointly produced by the Parties to support the Programme (if applicable);

**Scout name and Logo** means the Scouts and the Scout Association and the logo belonging to TSA and licensed to SSL and which is depicted in part 1 of Schedule 1 to the Agreement;

**Scout Website** means the website hosted and owned by TSA at the address:  
<http://www.scouts.org.uk>

**Term** means the term of the Agreement specified on the Cover Sheet.



