



CONTENTS

1. DEFINITIONS.....	1
2. THE CONTRACT.....	2
3. TERM.....	3
4. PAGODA PROGRAMMES.....	3
5. THE HOST'S OBLIGATIONS.....	6
6. PRICE AND PAYMENT.....	8
7. EARLY TERMINATION OR EXTENSION OF A PAGODA PROGRAMME.....	9
8. FREE POST-PROGRAMME RECRUITMENT.....	9
9. SUB-CONTRACTORS, AGENCY OR PARTNERSHIP.....	9
10. LIABILITY, INDEMNITY AND SAFETY.....	10
11. PROPERTY, INTELLECTUAL PROPERTY AND MARKETING CONTENT.....	10
12. CONFIDENTIALITY AND DATA PROTECTION.....	11
13. CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTIES.....	11
14. PAGODA POLICIES.....	12
15. AMENDMENT AND TRANSFER OF RIGHTS.....	12
16. SEVERANCE.....	12
17. THIRD PARTIES.....	12
18. WAIVER.....	12
19. GOVERNING LAW AND JURISDICTION.....	13
20. NOTIFICATIONS, COMPLAINTS AND CONTACT DETAILS.....	13

STANDARD TERMS OF BUSINESS

1. DEFINITIONS

1.1. In these Terms and Conditions, the following words and phrases have the following meanings:

"**Applicant(s)**" means the Applications, person or persons introduced by Pagoda to the Host for an Engagement;

"**Code of Conduct**" means the rules, expectations and advice set out for the Participant by Pagoda;

"**Engagement**" means the Engagement or use of the Applicant by the Host for the purposes of an Internship, a Paid Placement or other purposes described in this Contract;

"**In-person Internship**" means a period of work experience which takes place in-person that is hosted and supervised at the offices of the Host;

"**Intern(s)**" means an Applicant that has been engaged by the Host after an Introduction from Pagoda (e.g. Interns, Student Consultants, Placements Students and Trainees);

"**Internship**" means a period of work experience completed by the Intern and supervised the Host; "Internship Contract" means the three-way agreement signed by the Host, the Intern and the University to confirm the engagement of the Intern;



HOST COMPANY TERMS OF BUSINESS

"**Introduction**" means the Host's interview of an Applicant in person or by telephone or online, following the Host's instruction to the Company to search for an Applicant; or the passing to the Host of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Host "Online Internship" means a period of work experience which takes place online but is hosted and supervised by the Host;

"**Pagoda Community**" means all the people involved in Pagoda Programmes, including but not limited to former Pagoda staff, Pagoda interns, Pagoda alumni, Pagoda mentors, event panellists;

"**Programme Agreement**" means the contract signed by the Intern that finalises the programme dates and contains the Pagoda Code of Conduct;

"**Remuneration**" means base salary, guaranteed bonus/commission earnings, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Intern for services rendered to or on behalf of the Host;

"**Serious Breach**" means an act by the Participant that breaks or fails to observe rules as listed in Code of Conduct;

"**Supervisor**" means the Host's employee or representative assigned to guide and support the Intern through the Programme;

"**The University**" means the Intern's university or educational institution.

1.2. In these Terms and Conditions, the following Key Milestones will apply:

"**Application(s)**" when Pagoda sends an electronic Application to the Host for consideration, either via email or via the Pagoda Portal, repeating the process if necessary to identify suitable Applicants

"**Introduction(s)**" when Pagoda introduces an Applicant to the Host online for an interview, repeating the process if needed to identify suitable Applicants

"**Acceptance**" when the Host offers the opportunity to the Applicant following a successful Application

"**Confirmation**" when the Pagoda Programme is confirmed and the Applicant has accepted the offer in writing via email or on the Pagoda Portal and signed the Programme Agreement and other necessary documentation

"**Commencement**" the start date of the Pagoda Programme as stated on the signed Programme Agreement

"**Completion**" the end date of the Pagoda Programme as stated on the signed Programme Agreement

1.3. Unless the context requires otherwise, references to the singular include the plural.

1.4. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. Pagoda Standard Terms of Business shall apply between

(a) Pagoda Projects Ltd incorporated and registered in England and Wales with company number 10992310 whose registered office is at 14 High Street East, Glossop, England, SK13 8DA, United Kingdom ("**Pagoda**"), and

(b) the host company or organisation ("**the Host**") that wishes to use Pagoda's services to recruit Pagoda interns, placement students, student consultants and/or trainees ("**Participant(s)**") as part of a Pagoda Programme. Together referred to as the "**Parties**" and each separately referred to as "**Party**".

2.2. Pagoda has agreed to provide the following services to the Host subject to, and in accordance with, the Terms herto.



HOST COMPANY TERMS OF BUSINESS

- 2.3. These Terms of Business do not apply to Pagoda Recruitment Services outside the scope of Pagoda's Programmes. Specific terms Pagoda Recruitment Services beyond the scope of Pagoda's Programmes will be covered by separate Terms of Business upon request by the Host.
- 2.4. The Host acknowledges that Pagoda will not deal with the Host on the basis of any contractual terms except for these Terms of Business unless otherwise agreed in writing. If the Host does not agree with these Terms of Business then the Host cannot receive any Introductions to Applicants from Pagoda.
- 2.5. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Pagoda and the Host and are set out in writing and a copy of the varied terms is given to the Host stating the date on or after which such varied terms shall apply.
- 2.6. These Terms here enclosed are the entire agreement between Pagoda and the Host and supersede any and all prior terms, conditions, warranties or representations to the fullest extent permitted by law.

3. TERM

- 3.1. This Contract shall be deemed to have commenced on the Commencement Date, which shall be the date of signature by the Host, and shall continue unless terminated earlier in accordance with its terms until it expires or is terminated pursuant to this clause 2 ("**the Term**").
- 3.2. These Terms constitute the contract between Pagoda and the Host, they become effective upon signature by the Host and are intended as an open-ended agreement. By signing below, the Host affirms that it is in agreement with the foregoing and that it has read and understands and agrees to be bound by these Terms.
- 3.3. Both parties reserve the right to unilaterally terminate the Contract at any time without cause or penalty, whereby not less than sixty (60) days written notice to termination must be served to the other Party prior to withdrawal of the Services.

4. PAGODA PROGRAMMES

- 4.1. Pagoda will offer services to the Host ("**the Services**") when the Host indicates that they are available to host Participants as part of one of Pagoda's upcoming programmes ("**Pagoda Programme**"). The Services and type of Participant that will be provided to the Host will vary in accordance with the type of Pagoda Programme, as listed below:
 - 4.1.1. Online Interns, as part of an **Online Internship Programme**
 - 4.1.2. In-person Interns, as part of an **In-person Internship Programme**
 - 4.1.3. Interns, as part of a **Blended Online and In-person Internship Programme**
 - 4.1.4. Long-term In-person Interns, as part of a **Paid Placement Programme**
 - 4.1.5. Student Consultants, as part of a **Research Project Programme**
- 4.2. Pagoda will provide the Host with the following Services as part of all Pagoda Programmes:
 - 4.2.1. **Pagoda Account Manager** - a Pagoda Staff member who will serve as the Host's main point of contact;
 - 4.2.2. **Pagoda Portal** - access to Pagoda's app and browser portal which is built for Pagoda students, alumni, employers and university partners to connect, communicate and act as a resource and knowledge hub;



HOST COMPANY TERMS OF BUSINESS

- 4.2.3. **Pagoda Participants** - Introductions to Applicants (primarily university students or recent graduates from one of Pagoda's university connections) who will participate in one of the Pagoda Programmes listed in Clause 4.1;
 - 4.2.4. **Free Post-Programme Recruitment** - the option to recruit the Participants with no recruitment fee after the successful completion of a Pagoda Programme;
 - 4.2.5. **Pagoda Events** - the opportunity to join Pagoda Events such as Fireside Chats, Panel Discussions or Workshops as a guest speaker, and to use this as a platform to showcase to the global Pagoda Community; and
 - 4.2.6. **Pagoda Networking** - the opportunity to network internationally with other Pagoda Hosts and the wider Pagoda Community via the Pagoda Portal and Pagoda Events.
- 4.3. Pagoda is under a legal duty to supply the Services using reasonable care and skill.
- 4.4. The Services will be performed so far as reasonably practicable, at such time or times as Pagoda shall decide. Any times, dates or periods given by the Pagoda for provision of the Services are estimates only. Pagoda will make reasonable efforts to comply with any such time estimates, and will perform the Services within a reasonable time. However, time is not of the essence in respect of Pagoda's performance of the Services.
- 4.5. The duration of each Pagoda Programme will vary depending on the Programme type, Pagoda will inform the Host of the duration of the specific Pagoda Programme every time Pagoda provides an Introduction.
- 4.6. Where the Host agrees to receive Introductions to Applicants for **Online Internship Programmes**, Pagoda will:
- 4.6.1. do an Introduction for the Host to the Applicant prior to the proposed Internship Start Date;
 - 4.6.2. repeat the Introduction process if necessary to identify suitable Applicants for the Host;
 - 4.6.3. provide the Host with a template for the Internship Agreement if required and any other necessary documentation to be signed upon Acceptance;
 - 4.6.4. require the Participant to sign the Code of Conduct that sets out Pagoda's expectations;
 - 4.6.5. give the Participant an Orientation and online courses in preparation for the Online Internship, including information about the Host's country and local business culture;
 - 4.6.6. provide resources and support to the Host and help the Host to resolve any issues raised during the Online Internship;
 - 4.6.7. provide online support and coaching to the Participant, including regular Check-ins and calls when necessary to discuss problems related or unrelated to the Internship; and
 - 4.6.8. advise the Host with any necessary documentation templates, references or certificates upon Completion.
- 4.7. Where the Host agrees to receive Introductions to Applicants for **In-person or Blended Internship Programmes**, Pagoda will:
- 4.7.1. do an Introduction for the Host to the Applicant, the absolute latest an Introduction can take place is four weeks prior to the proposed Internship Start Date;
 - 4.7.2. repeat the Introduction process if necessary to identify suitable Applicants for the Host;
 - 4.7.3. provide the Host with a template for an Internship Agreement if required and any other necessary documentation to be signed upon Acceptance;
 - 4.7.4. support the Host by providing templates if the Participant requires any documentation from the Host in order to apply for an appropriate visa to travel to the country;
 - 4.7.5. assist the Participant through the visa application process to obtain the appropriate visa to take part in the programme if necessary;
 - 4.7.6. require the Participant to sign the Code of Conduct that sets out Pagoda's expectations;



HOST COMPANY TERMS OF BUSINESS

- 4.7.7. organise accommodation and pick up the Participant upon arrival to the country and provide them with a transfer to the accommodation;
 - 4.7.8. give the Participant an Orientation and online courses in preparation for the Internship, including information about the Host's country and local business culture;
 - 4.7.9. arrange an introductory meeting between the Participant and the Host upon Commencement of the Internship;
 - 4.7.10. provide resources and support to the Host and to help with any issues raised during the Internship;
 - 4.7.11. provide care, support and coaching to the Participant, including regular Check-ins and meetings when necessary to discuss problems related or unrelated to the Internship;
 - 4.7.12. provide support and advice to the Participant in the event of a medical emergency and/or other emergencies; and
 - 4.7.13. advise the Host with any necessary documentation templates, references or certificates upon Completion.
- 4.8. Where the Host agrees to receive Introductions to Applicants for **Paid Placement Programmes**, Pagoda will:
- 4.8.1. do an Introduction for the Host to the Applicant, the latest an Introduction can take place is four weeks prior to the proposed Placement Start Date;
 - 4.8.2. repeat the Introduction process if necessary to identify suitable Applicants for the Host;
 - 4.8.3. provide the Host with a template for an Internship Agreement if required and any other necessary documentation to be signed upon Acceptance;
 - 4.8.4. support the Host if the Participant requires any documentation from the Host in order to apply for an appropriate visa to travel to the country;
 - 4.8.5. support the Participant through the visa application process to obtain the required legal status and permits with the purpose of doing a paid internship;
 - 4.8.6. require the Participant to sign the Code of Conduct that sets out Pagoda ' expectations;
 - 4.8.7. assist the Participant to organise accommodation and pick up the Participant upon arrival to the country and provide them with a transfer to the accommodation;
 - 4.8.8. give the Participant an Orientation and online courses in preparation for the Internship, including information about the Host's country, local business culture;
 - 4.8.9. arrange an introductory meeting between the Participant and the Host upon Commencement of the Placement;
 - 4.8.10. provide resources and support to the Host and to help with any issues raised during the Placement;
 - 4.8.11. provide care, support and coaching to the Participant, including regular Check-ins and meetings when necessary to discuss problems related or unrelated to the Placement;
 - 4.8.12. provide support and advice to the Participant in the event of a medical emergency and/or other emergencies; and
 - 4.8.13. assist the Host with any necessary documentation templates, references or certificates upon Completion.
- 4.9. Where the Host agrees to receive Introductions to Applicants for **Research Project Programmes**, Pagoda will:
- 4.9.1. do an Introduction for the Host to the Applicants, the latest an Introduction can take place is one week prior to the proposed Project Start Date;
 - 4.9.2. provide the Host with a template for the Project Agreement if required and any other necessary documentation to be signed upon Acceptance;
 - 4.9.3. require the Student Consultants to sign the Code of Conduct that sets out Pagoda' expectations;
 - 4.9.4. give the Student Consultants an Orientation and resources in preparation for the Project, including information about the Host's country and local business culture;
 - 4.9.5. provide resources and support to the Host and to help with any issues raised during the Project;
 - 4.9.6. provide online support and coaching to the Student Consultants if necessary; and



HOST COMPANY TERMS OF BUSINESS

- 4.9.7. assist the Host with any necessary documentation templates, references or certificates upon Completion.
- 4.10. In the event that Pagoda is required to change a Participant's placement with another Host Company, either before or during the Programme due to unforeseen circumstances, Pagoda reserves the right to contact the Host last minute to offer the Host a late Introduction to the Participant.

5. THE HOST'S OBLIGATIONS

- 5.1. Throughout the Term, the Host will:
- 5.1.1. cooperate with Pagoda in all matters relating to the Services;
 - 5.1.2. respond promptly to any correspondence, request, query or communication from or on behalf of Pagoda; and
 - 5.1.3. provide all documents, information, items and materials in any form as are reasonably required by Pagoda in connection with the Services.
- 5.2. The Host warrants that they do not carry out any activities that are likely to bring the Participant into disrepute (including on social media). The Host has an obligation to ensure that all tasks or projects they assign to the Participant shall comply with the relevant local laws and regulations, and shall not compromise the Participant's own safety or the safety of others.
- 5.3. If the Host does not comply fully and properly with their responsibilities under this clause, Pagoda may, without prejudice to their legal rights suspend the provision of the Services until such time as the Host complies, so far as reasonably practicable, with their responsibilities under these Terms and Conditions.
- 5.4. Where the Host agrees to receive Introductions to Applicants for **Online Internship Programmes**, the Host will:
- 5.4.1. interview the Applicant online before Acceptance;
 - 5.4.2. promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Host;
 - 5.4.3. inform the Applicant in the interview if there will be any remuneration applicable for the Internship;
 - 5.4.4. sign any necessary documentation to be signed for the Participant upon Acceptance;
 - 5.4.5. provide a clear work plan for the Participant and inform Pagoda of the working hours before commencement of the Internship;
 - 5.4.6. provide a safe online working environment for the Pagoda, to protect the Pagoda from any inappropriate content, bullying or harassment;
 - 5.4.7. give the Participant access to all the necessary resources and clear communication channels with colleagues to help the Participant to complete their tasks as effectively;
 - 5.4.8. allocate the Participant a supervisor for the full duration of the Internship;
 - 5.4.9. inform Pagoda immediately if the assigned supervisor is not able to fulfil the duties and allocate the Participant an alternative supervisor as soon as possible;
 - 5.4.10. The allocated supervisor should:
 - 5.4.10.1. take a proactive approach to engaging with the Participant;
 - 5.4.10.2. respond to all enquiries from the Participant within 48 hours, including the provision of feedback on any work completed by the Participant;
 - 5.4.10.3. conduct at least one weekly virtual meeting with the Participant to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;



HOST COMPANY TERMS OF BUSINESS

- 5.4.10.4. provide feedback and comments on the Participant's progress to Pagoda when needed;
- 5.4.10.5. complete Pagoda's check-in form when requested to leave a record of the Participant's progress on Pagoda's system;
- 5.4.10.6. complete a final Participant performance review upon completion of the Internship.

5.5. Where the Host agrees to receive Introductions to Applicants for **In-person or Blended Internship Programmes** - the Host will:

- 5.5.1. interview the Applicant online before before Acceptance;
- 5.5.2. promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Host;
- 5.5.3. inform the Applicant in the interview if there will be any remuneration applicable for the Internship;
- 5.5.4. sign any necessary documentation to be signed for the Participant upon Acceptance;
- 5.5.5. comply with Pagoda requests for any documentation needed to assist the Participant to apply for the appropriate visa where possible;
- 5.5.6. provide a clear work plan for the Participant and inform Pagoda of the working hours before commencement of the Internship;
- 5.5.7. provide a safe working environment for the Participant and protect the Participant from any hazards, inappropriate, content, bullying or harassment;
- 5.5.8. give the Participant access to all the necessary technology, resources and communication channels with colleagues to help the Participant to complete their tasks as effectively;
- 5.5.9. allocate the Participant a supervisor for the full duration of the Internship;
- 5.5.10. inform Pagoda immediately if the assigned supervisor is not able to fulfil the duties and allocate the Participant an alternative supervisor as soon as possible;
- 5.5.11. The allocated supervisor should:
 - 5.5.11.1. take a proactive approach to engaging with the Participant;
 - 5.5.11.2. respond to all enquiries from the Participant within 48 hours, including the provision of feedback on any work completed by the Participant;
 - 5.5.11.3. conduct at least one weekly one-on-one meeting with the Participant to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;
 - 5.5.11.4. provide feedback and comments on the Participant's progress to Pagoda when needed;
 - 5.5.11.5. complete Pagoda's check-in form when requested to leave a record of the Participant's progress on Pagoda's system;
 - 5.5.11.6. complete a final Participant performance review upon completion of the Internship.

5.6. Where the Host agrees to receive Introductions to Applicants for **Paid Placement Programmes**, the Host will:

- 5.6.1. interview the Applicant online before before Acceptance;
- 5.6.2. promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Host;
- 5.6.3. agree to pay the Participant a minimum level of remuneration which has been approved in writing by Pagoda;
- 5.6.4. sign an Internship Agreement with the Participant upon Acceptance containing the following details: placement duration, days of work and working hours, holidays, the calculation of pay, the pay day, the method of payment, benefits, overtime pay, health and safety regulations, termination of employment conditions and information regarding labour insurance premiums;
- 5.6.5. make arrangements for the necessary deduction of income tax from the Participant's monthly salary;



HOST COMPANY TERMS OF BUSINESS

- 5.6.6. provide a safe working environment for the Participant and protect the Participant from any hazards, inappropriate, content, bullying or harassment;
- 5.6.7. give the Participant access to all the necessary technology, resources and communication channels with colleagues to help the Participant to complete their tasks as effectively;
- 5.6.8. allocate the Participant a supervisor for the full duration of the Internship;
- 5.6.9. inform Pagoda immediately if the assigned supervisor is not able to fulfil the duties and allocate the Participant an alternative supervisor as soon as possible;
- 5.6.10. The allocated supervisor should:
 - 5.6.10.1. take a proactive approach to engaging with the Participant;
 - 5.6.10.2. respond to all enquiries from the Participant within 48 hours, including the provision of feedback on any work completed by the Participant;
 - 5.6.10.3. conduct at least one weekly one-on-one meeting with the Participant to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;
 - 5.6.10.4. provide feedback and comments on the Participant's progress to Pagoda when needed; complete Pagoda ' check-in form when requested to leave a record of the Participant's progress on Pagoda ' system;
 - 5.6.10.5. complete a final Participant performance review upon completion of the Internship.

5.7. Where the Host agrees to receive Introductions to Applicants for **Research Project Programmes**, the Host will:

- 5.7.1. promptly confirm rejection or acceptance of the Group Research Project in writing, the final decision to accept the Project is at the complete discretion of the Host;
- 5.7.2. sign any necessary documentation to be signed for the Applicants upon Acceptance;
- 5.7.3. provide a clear Project Plan briefing for the Student Consultants;
- 5.7.4. give the Student Consultants access to all the necessary resources to help them to complete the Project effectively;
- 5.7.5. allocate the Student Consultants a Project Advisor for the full duration of the Project;
- 5.7.6. inform Pagoda immediately if the assigned Project Advisor is not able to fulfil the duties and allocate the Participant an alternative Advisor as soon as possible;
- 5.7.7. The allocated Project Advisor should:
 - 5.7.7.1. take a proactive approach to engaging with the Student Consultants; respond to all enquiries from the Student Consultants within 48 hours, including the provision of feedback on any work completed;
 - 5.7.7.2. conduct at four virtual meetings with the Student Consultants: a project briefing, two progress meeting and a final project presentation; provide feedback and comments on the Student Consultant's progress to Pagoda when needed;
 - 5.7.7.3. complete Pagoda' feedback form when requested to leave a record of the Project's progress on Pagoda' system.

6. PRICE AND PAYMENT

- 6.1. The Services set out in this Contract as part of existing Pagoda Programmes will be delivered to the Host by Pagoda free of charge.
- 6.2. The fees payable for the additional services of Pagoda Recruitment beyond the scope of Pagoda Programmes will be set out in a separate Terms of Business (if applicable).



HOST COMPANY TERMS OF BUSINESS

7. EARLY TERMINATION OR EXTENSION OF A PAGODA PROGRAMME

- 7.1. The Host shall inform the Participant of any rules and regulations that must be followed and share a copy of its disciplinary procedures or other relevant policies with Pagoda and the Participant before the Programme Start Date. If the Participant breaches these terms, the Host reserves the right to dismiss the Participant after a suitable disciplinary procedure in accordance with the terms agreed between the Host and the Participant. The Host shall give written notice to Pagoda before dismissing the Participant.
- 7.2. Pagoda reserves the right to terminate the Participant's Programme due to disciplinary reasons if the Participant breaches [Pagoda's Code of Conduct](#). Although Pagoda will always endeavour to resolve any issues during the Programme and will issue a warning to the Participant upon initial breach of the Code of Conduct, as a last resort Pagoda reserves the right to terminate the Participant's Programme. Pagoda reserves the right to terminate the Participant's Programme immediately for a Serious Breach of the Code of Conduct. In the event that Pagoda terminates the Participant's programme, the Host agrees to terminate the Internship and any ongoing Programme projects.
- 7.3. The Host or Pagoda reserve the right to postpone or terminate a Programme early if either party is subject to an event as described in Clause 13 ("Circumstances Beyond the Control of the Parties").
- 7.4. If the Host would like to extend the Participant's Programme beyond the dates agreed on in the Programme Agreement, the Host must inform Pagoda to obtain written permission. Pagoda reserves the right to refuse the extension of the Participant's Programme due to the Participant's study obligations or other related factors.
- 7.5. If The Host would like to end the Participant's Programme earlier than the scheduled end date or to cancel the Engagement for any reason not outlined in Clause 13 ("Circumstances Beyond the Control of the Parties"), the Host is obliged to inform Pagoda at least 40 days in advance so that Pagoda can evaluate the situation and reassign the Participant to another Host if necessary.

8. FREE POST-PROGRAMME RECRUITMENT

- 8.1. The Host has the right to employ the Participants on a temporary or permanent basis after the successful Completion of a Pagoda Programme. Recruiting the Participant after Completion of the Pagoda Programme will not incur a recruitment fee from Pagoda.
- 8.2. The Host agrees to inform Pagoda if they employ the Participants on a temporary or a permanent basis at any time following the successful completion of the Pagoda Programme.

9. SUB-CONTRACTORS, AGENCY OR PARTNERSHIP

- 9.1. Pagoda can, at its absolute discretion, choose to retain or instruct sub-contractors to carry out the Services in whole or part.
- 9.2. Nothing in these Terms and Conditions is intended to or does imply any partnership, fiduciary relationship, joint venture, agency or any other relationship between the Parties, save as provided for in these Terms and Conditions.



HOST COMPANY TERMS OF BUSINESS

10. LIABILITY, INDEMNITY AND SAFETY

- 10.1. Nothing in these Terms and Conditions seeks to limit the liability of either Party for:
- 10.1.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
 - 10.1.2. fraud by it or its employees; or
 - 10.1.3. breach of any obligation as to title implied by statute; or
 - 10.1.4. any other act or omission, liability for which may not be limited under Applicable Law.
- 10.2. Neither Party shall be liable to the other whether in contract, negligence, tort, breach of statutory duty or otherwise for any loss or damage sustained by the other Party indirectly or consequentially and including but not limited to economic loss or loss of profits, goodwill or business in general.
- 10.3. Subject to the rest of this clause, each party's total liability to the other party under or in connection with this Contract will not, in any circumstances, exceed five million pounds sterling (£5,000,000).
- 10.4. In the event that the Host or their employees or agents breach these Terms and Conditions, or are negligent in their actions, the Host will, to the fullest extent permitted by law, indemnify Pagoda against any liability, loss, claim, damage, expense suffered by Pagoda as a result.
- 10.5. Pagoda reserves the right to conduct due diligence checks on the Host, a member of Pagoda staff may request to visit the Host's office prior to the Programme Start Date, and/or request a copy of the following documentation from the Host:
- 10.5.1. Certificate of Registration or Incorporation;
 - 10.5.2. Certificate of Liability Insurance (public, employer's or otherwise if applicable);
 - 10.5.3. Workplace Fire and or Safety Risk Assessments (if applicable).
- 10.6. Where the Pagoda Participants are required to travel abroad, the Participant is responsible for their own safety whilst in country. Pagoda will ensure that the Participant has sufficient travel and medical repatriation insurance coverage for the duration of the Programme.
- 10.7. Neither Pagoda nor the University is liable for the performance or actions of the Participant in relation to fraud, embezzlement, extortion, data breaches, intellectual property and or disclosure of sensitive information belonging to the Host. Pagoda hereby strongly encourages the Host to complete a non-disclosure and forbiddance of competition agreement with each Participant if deemed necessary.

11. PROPERTY, INTELLECTUAL PROPERTY AND MARKETING CONTENT

- 11.1. Any property or intellectual property rights in any material owned by Pagoda shall belong to Pagoda and the Host shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.
- 11.2. Any property or intellectual property rights in any material owned by the Host shall belong to the Host and Pagoda shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.



HOST COMPANY TERMS OF BUSINESS

- 11.3. This clause is subject to the right of the Parties to use any such material so far as is reasonably required to carry out the agreed Services.
- 11.4. The Host warrants that any material, whether comprising documents, data, records or any other materials, that it provides to Pagoda does not infringe the intellectual property rights of any non-Party. The Host agrees to indemnify Pagoda against any loss, damage, cost, expense or claim of any kind that may arise as a result of such an infringement.
- 11.5. The Host may not use any material, whether comprising documents, data, records or any other materials, to create or directly assist any activities which could be regarded as direct competition to Pagoda.
- 11.6. Pagoda reserves the right to use photographic or video material of Pagoda Participants, Supervisors or the Host's premises taken during the delivery of the Services for digital marketing purposes at their discretion. Permission for any filming or photography of the Host's employees, premises or property will always be sought from the Host in advance.

12. CONFIDENTIALITY AND DATA PROTECTION

- 12.1. The Parties will use their best endeavours to keep confidential any confidential information relating to the other Party that is provided or otherwise accessed in the performance of the Services. Neither Party shall disclose any confidential information without the consent of the other Party, except to comply with an order of a court of competent jurisdiction or if required in connection with legal proceedings relating to these Terms and Conditions.
- 12.2. The Parties' obligations under this clause shall continue after the termination or completion of the Services unless or until the information concerned becomes public knowledge or is otherwise in the public domain through no fault of the Party bound to keep it confidential under this clause.
- 12.3. Introductions of Applicants are confidential. The Host shall not without the prior written consent of Pagoda provide any information in respect of an Applicant or a Participant to any Third Party whether for employment purposes or otherwise. The Host will limit the access to the Applicant, the Participant or the Participant's CV, personal information and contact details exclusively to relevant individuals within the Host's organisation.
- 12.4. The Parties agree to comply with the Data Protection Act 2018 of the United Kingdom ("**the Act**") if while processing the data of any members of the Pagoda Community. In addition, the Host shall not cause or seek to cause Pagoda to breach the Act in connection with these Terms and shall provide any and all information requested by Pagoda in a timely manner to assist Pagoda to respond to a Data Subject access request (as defined within the Act).

13. CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTIES

- 13.1. Pagoda shall not be liable for any delay or failure to perform any term or part of these Terms and Conditions due to circumstances beyond the reasonable control of Pagoda. Such circumstances include – but are not limited to – industrial action, lock out, trade dispute, power failure, internet outage, pandemic, fire, natural disaster or outbreak of war. As soon as is reasonably possible after the discovery of such circumstances, Pagoda will notify the Host in writing of any anticipated or existing delay or failure in performance.
- 13.2. Pagoda retain the right to alter the terms of our Services, where in our opinion the circumstances, such as those listed in Clause 13.1, require such an alteration. In such cases, you are not obliged to accept an amendment to the



HOST COMPANY TERMS OF BUSINESS

Services if the amended Services suggested are in our opinion not of an equivalent nature and quality.

- 13.3. If the circumstances referred to in this clause continue for a period of longer than 30 days, Pagoda can end the contract by giving 30 days' notice in writing to the Host. All money owing under these Terms and Conditions before the circumstances arose shall be paid immediately.

14. PAGODA POLICIES

- 14.1. Both parties will comply with the following Pagoda policies in relation to collaboration on Pagoda Programmes:

the Anti-bribery Policy

(<https://pagodaprojects.com/toolkit/Pagoda-Projects-Anti-Bribery-Policy.pdf>);

the Child Protection Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Child-Protection-Policy.pdf>);

the Combatting Exploitation & Modern Slavery

(<https://pagodaprojects.com/toolkit/Pagoda-Projects-Exploitation-Modern-SlaveryPolicy.pdf>);

the Diversity and Equality Policy

(<https://pagodaprojects.com/toolkit/Pagoda-Projects-Diversity-&Equality-Policy.pdf>);

the Health and Safety Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Health-and-Safety-Policy.pdf>);

the Prevention of Sexual Exploitation Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-PSEAH-Policy.pdf>).

15. AMENDMENT AND TRANSFER OF RIGHTS

- 15.1. These Terms can only be amended by the agreement of the Parties in writing with signatures on behalf of both.
- 15.2. Pagoda is permitted to assign or transfer any rights or obligations under these Terms and Conditions, or subcontract the same for performance to a third party. The Host is not permitted to assign or transfer any rights or obligations under these Terms and Conditions without the prior written permission of Pagoda.

16. SEVERANCE

- 16.1. If any of the provisions of these Terms and Conditions are unlawful, invalid or otherwise unenforceable, they will be severed from the remainder. The Terms and Conditions which are left will remain valid and enforceable.

17. THIRD PARTIES

- 17.1. These Terms and Conditions are not intended to and do not confer any rights on any person who is not a Party. Any person who is not a Party does not have the right to enforce any provision of these Terms and Conditions.

18. WAIVER

- 18.1. Any failure or delay by Pagoda in using rights or powers provided by these Terms and Conditions shall not constitute a waiver of the whole or any part of these Terms and Conditions. The partial or sole use of any rights or powers



HOST COMPANY TERMS OF BUSINESS

provided by these Terms and Conditions shall not prevent any additional use of the same rights or powers. The rights, powers and remedies in these Terms and Conditions are additional to the rights of the Parties provided by law.

19. GOVERNING LAW AND JURISDICTION

- 19.1. Each party to this Contract irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Contract, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts.

20. NOTIFICATIONS, COMPLAINTS AND CONTACT DETAILS

- 20.1. If the Host wants to raise any queries or concerns about any aspect of Pagoda's services, please raise them directly with the Account Manager as soon as possible. In the event of an unresolved query or concern, the Host can raise a complaint of any nature using Pagoda's complaints policy:
<https://pagodaprojects.com/documents/Pagoda-Projects-Complaints-and-Grievance-Policy.pdf>.
- 20.2. In the event of any breach or alleged breach of this Contract by either party, the breaching party shall promptly notify the other party in writing. The notification shall provide details of the alleged breach, including relevant facts and circumstances. Upon receiving a breach notification, both parties agree to make good faith efforts to resolve the issue through mutual discussion and negotiation. They shall endeavour to find a mutually satisfactory solution that preserves the integrity of the Contract and the working relationship between the parties.
- 20.3. In circumstances where the Host is required to contact Pagoda in writing, Pagoda Projects Ltd can be contacted by mail to Pagoda Ltd of Windmill Green, 24 Mount Street, Manchester, United Kingdom, M2 3NX, by phone on +44 (0)1618188824, or via email to contracts@pagodaprojects.com.