

**The British Council:** **THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN

**The Recipient:** **THE UNIVERSITY OF NEWCASTLE UPON TYNE**, Newcastle upon Tyne, Tyne and Wear, NE1 7RU

**Date:** 10.02.2020

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and the Recipient undertake to observe in the performance of this Agreement.

The British Council shall award the Grant to the Recipient for the purposes of funding the Project described in Schedule 1 on the terms and conditions of this Agreement.

The Recipient acknowledges that, where it will carry out the Project in partnership and/or collaboration with, and will pass some or all of the Grant to, any other organisation(s) (such organisation(s) not being a party to this Agreement ("**Sub-Contractors**")), it will ensure that it enters into formal, legally binding agreements with each Sub-Contractor on terms which reflect and are no less onerous than the terms of this Agreement and that it shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of each Sub-Contractor.



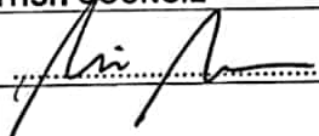
### Schedules

<b>Schedule 1</b>	Special Terms
<b>Schedule 2</b>	Project Proposal
<b>Schedule 3</b>	Standard Terms
<b>Annex 1</b>	Self-Declaration Form
<b>Annex 2</b>	British Council Research and Evaluation Ethics Policy

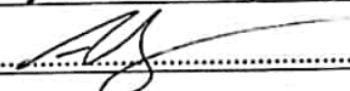
This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by or on behalf of the Recipient.

**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:	Mais Montazar	Signature:	
Position:	Head of Programmes		

**Signed by the duly authorised representative of The University of Newcastle upon Tyne**

Name:	Amanda Gregory	Signature:	
Position:	Grants and Contracts Manager		07 February 2020

## Schedule 1

### Special Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

For the purposes of the Project and the Grant, the terms of this Agreement shall prevail over any other terms and conditions issued by the British Council (whether on a purchase order or otherwise).

#### **1 The Project**

- 1.1 The British Council awards the Grant for the purposes of the **Small-Scale Research Project Scheme** as more fully described in the Project Proposal (Schedule 2) (the "**Project**").

#### **2 Commencement and Duration**

- 2.1 This Agreement shall come into force on **14 February 2020**, the Project shall commence on 14 February 2020 (the "**Project Start Date**") and this Agreement shall continue in full force and effect until **14 February 2021** or such other date as may be agreed between the parties in writing from time to time (the "**Term**").
- 2.2 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving not less than **30 days'** written notice on the Recipient.

#### **3 The Grant**

- 3.1 The amount of the grant awarded to the Recipient is **£4974.03** (four thousand nine hundred and seventy-four pounds and three pence) (the "**Grant**").
- 3.2 In consideration of the Recipient's delivery of the Project, the Grant shall be paid by the British Council to the Recipient by BACS transfer in accordance with the payment schedule below, subject to the Recipient's satisfactory compliance with the terms of this Agreement:

Payment	Maximum payable	Requirements/Milestones/Key Dates etc
1	£4974.03	Within 30 days of the contract being signed

#### **4 Funder**

- 4.1 Not applicable

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## 5 Service of notices

- 5.1 For the purposes of clause 21 of Schedule 3, notices are to be sent to the following addresses:

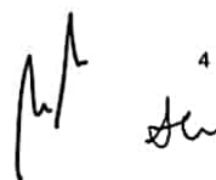
To the British Council	To the Recipient
<b>The British Council</b> <b>10 Spring Gardens</b> <b>London</b> <b>SW1A 2BN</b>  <b>Attention: Mais Montazar, Head of Programmes</b>	<b>The University of Newcastle upon Tyne,</b> <b>Newcastle upon Tyne,</b> <b>Tyne and Wear,</b> <b>NE1 7RU</b>  <b>Attention: Mrs Andrea Wright-Watkinson,</b> <b>Head of Intellectual Property, Intellectual Property &amp; Legal Services</b>

## 6 Locations

- 6.1 The Project will be carried out in the UK, Nepal and India ("**Location**") or such other locations as may be agreed between the parties in writing from time to time.

## 7 Safeguarding and Protecting Children and Vulnerable Adults

- 7.1 The Recipient warrants that, in relation to all activities in connection with the Project, where the Location is England or Wales, it will comply with all legislation and statutory guidance relevant at any time in the Location to the safeguarding and protection of children and vulnerable adults (including the UN Convention on the Rights of the Child and the Children Act 1989), and with the British Council's Child Protection Policy, as may be amended from time to time.
- 7.2 Where the Location is outside of England or Wales, the Recipient warrants that, in relation to all activities in connection with the Project, it will comply with all legislation and statutory guidance relevant at any time in the Location to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in the Location), and with the British Council's Child Protection Policy, as may be amended from time to time.
- 7.3 The Recipient acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006, and any regulations made thereunder, as amended from time to time (the "**SVGA**"), and where the Location is England or Wales, it is the "**Regulated Activity Provider**" in respect of any "**Regulated Activity**" (both as defined in the SVGA) carried out in connection with the Project and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in Locations other than England and Wales shall apply in those Locations.
- 7.4 The Recipient shall ensure that it is (and that any individual engaged by it to carry out Regulated Activity in connection with the Project is):

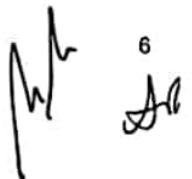


- 7.4.1 subject to a valid enhanced disclosure check undertaken through the UK Disclosure & Barring Service, or the equivalent local service, including a check against the adults' barred list or the children's barred list, as appropriate;
- 7.4.2 where applicable, the Recipient shall monitor the level and validity of the checks under this clause 7.4 for each member of staff or other individual engaged by it to carry out Regulated Activity in connection with the Project; and
- 7.4.3 to complete a Self-Declaration Form, at Annex 1 and return the signed copies to the British Council.
- 7.5 The Recipient warrants that at all times during the Term, it is not, and has no reason to believe that any person who is or will be employed or engaged by the Recipient in connection with the Project is, barred from carrying out such employment or engagement.
- 7.6 The Recipient shall immediately notify the British Council of any information that the British Council reasonably requests to enable the British Council to be satisfied that the obligations of this clause 7 have been met.
- 7.7 The Recipient shall refer information about any person employed or engaged by it to carry out Regulated Activity in connection with the Project to the UK Disclosure & Barring Service, or the equivalent local service, where it removes permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity) because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.
- 7.8 The Recipient shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.
- 7.9 The Recipient shall, if required by the British Council, provide evidence of its compliance with this clause 7, at any time during the Term of this Agreement (including for the avoidance of doubt, copies of relevant certificates or valid enhanced disclosure checks and details obliged to have under this clause 7, for itself or any individual engaged to carry out any Regulated Activities in connection with the Project).

## **8 Risk Assessment**

- 8.1 The Recipient shall carry out a research and evaluation risk assessment (the "**Risk Assessment**"), before the activities under this Agreement commence. The completed Risk Assessment shall be submitted to the British Council for review. The Risk Assessment should take into consideration the following areas as a minimum:
- 8.1.1 the likelihood of any event related to any activities undertaken for the Project which, if it occurs, will have an effect on the achievement of the Project objectives and/or safety of those involved in carrying out the Project or participants;
- 8.1.2 safer recruitment of the research team to carry out any Regulated Activities;

- 8.1.3 the data collection, storage, considerations of privacy, quality, etc; together with how these risks will be managed and mitigated; and
- 8.1.4 any likely ethical issues, including, but not limited to, the management and transparency of information, consent from participants in the research, dignity, rights, safety and wellbeing of participants, data protection and management and how these will be mitigated and addresses.
- 8.2 Should the British Council decide that the Risk Assessment is not to their satisfaction, the British Council will work with the Recipient to remedy any issues identified before any activities take place. The British Council may also require the Recipient to take any steps it reasonably considers necessary to manage the risks or ethical issues which have been identified in the Risk Assessment.
- 8.3 If the Recipient fails to carry out a Risk Assessment or does not remedy any areas identified by the British Council in the Risk Assessment to the British Council's satisfaction; the British Council reserves the right to terminate this Agreement and request full repayment of the Grant, in accordance with clause 3 of Schedule 3.

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## Schedule 2

### Project Proposal

#### Small-Scale Research Project Scheme

The British Council Small-Scale Research Project Scheme provides funding for early career researchers in the UK and countries in South Asia to work collaboratively on a joint research project. The scheme aims to provide early career researchers with the opportunity to gain skills and experience in conducting research internationally.

A partnership must be formed between a UK university/research institute and a university/research institute in one of the following South Asian countries: Afghanistan, Bangladesh, India, Nepal, Pakistan, Sri Lanka. The UK university/research institute, also known as the Lead Institution, will receive and manage the funding for the research project.

An early career researcher from each university/research institute must be appointed to carry out the research project.

A senior researcher from each university/research institute must be appointed to be responsible for the oversight and progress of the research project.

#### Project Title

Capacity building for older people's mental health in South Asia: a collaboration between the UK, India and Nepal

<b>Lead Institution (University/Research Institute in the UK)</b>	Newcastle University Department of Academic Psychiatry
<b>Partner Institution (University/ Research Institute in South Asia)</b>	NIMHANS (India) and Dharan, Nepal
<b>Early Career Researcher (UK)</b>	Dr Stella-Maria Paddick
<b>Senior Researcher (UK)</b>	Professor Richard Walker
<b>Early Career Researcher (South Asia)</b>	Dr Ammu Lukose
<b>Senior Researcher (South Asia)</b>	Professor Mathew Varghese

#### Rationale

Worldwide, people are living longer. Those aged 60 will increase to 2 billion (22% of the total) by 2050. The greatest gains have been seen in low and middle income countries (LMICs), where 70% of older people worldwide now live (80% by 2050). This increase in life expectancy presents both opportunities and challenges. As in other LMICs, health services in South Asia are not designed for this newly ageing population.

Mental health is key to ageing well. In older people, depression is highly prevalent, more likely to become chronic, and associated with increased mortality, worsening of comorbid diseases and increased rates of dementia, frailty and dependence. Mental health needs of older people are also complicated by socio- environmental factors including poverty.

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There are currently vast human resource shortages in mental health in LMICS including South Asia. Although this 'mental health gap' is well characterised generally, the gap in provision for older people is not.

To date, almost all research on mental disorders in older people has been conducted in high-income settings and is now relevant only to a minority of the world's older population who differ markedly in cultural background, living environment and resource provision. Similarly, most screening tools for identification of these disorders are not designed or validated in South Asia. To inform health and social policy in South Asia, local prevalence estimates for mental disorders are needed and are currently lacking.

Within South Asia, most current data on mental health of older people originate in India and focus on dementia. South Asia is home to 10% of those with dementia worldwide with estimated yearly costs (largely borne by family members) of US\$185 billion. In East and South Asia, rates are predicted to double in the next 20 years. Influential studies (10/66 dementia research group, Indo-US study) have led to high-profile reports including the Dementia India Report and joint Alzheimer's Disease International (ADI)/WHO 'Dementia - A Public Health Priority' report and subsequent policy-level changes to benefit the ageing population in India. To date this has not been the case in other South Asian countries.

This new collaboration between Newcastle University, UK, and the National Institute of Mental Health and Neurosciences (NIMHANS), India, aims to support research capacity-building in older people's mental health in Eastern Nepal with the support of B P Koirala Institute of Health Sciences. Leading research teams (Newcastle/NIMHANS) have extensive experience in conducting epidemiological research aimed to impact ageing policy in India and Tanzania. The partner institute (B P Koirala) is relatively well resourced with the only geriatric psychiatrist and one of the few MSc-qualified psychiatric nurses in Nepal.

### Planned activities

Appropriately experienced early career researchers (Dr Paddick (old age psychiatry, UK) and Dr Lukose, (clinical psychology, India) will co-lead the study to develop research leadership skills, supervised by Profs Walker (UK) and Varghese (India).

### Preparatory Phase



To establish this collaboration, we will investigate the current evidence-base on challenges common to South Asian countries in improving older people's mental health including:

1. A review of screening tools for identification of common mental disorders, dementia and frailty in South Asia, and
2. A survey of current health and social provision for older people in South Asia by country. We will aim to publish these as peer reviewed publications, involving junior researchers from each collaborating institution.

### Pilot study

We will collaboratively design a two-stage community-based prevalence survey of common mental disorders (depression/anxiety), dementia, and frailty in a representative ward (no.18), Dharan, Eastern Nepal (pop. 5872, aged ?60 480). Door-to-door screening of this population will be completed by Ms Thapa (MSc qualified psychiatric nurse) using tools identified from the preceding evidence review. Confirmatory diagnosis of screen-positive and 10% of screen-negative cases by psychiatric trainees will be supervised by Prof. Sapkota (geriatric psychiatrist).

Early career researchers will train the team and co-mentor Ms Thapa in data analysis, and scientific paper publication.

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Views of local stakeholders on future research priorities for mental health in older people will be sought through community meetings with a Patient Public Involvement (PPI) approach.

#### **Benefit to partner institution (Nepal)**

There are no previous community-based prevalence studies of mental disorders in older people in Nepal. This pilot study will provide 1. Community prevalence estimates for mental health disorders in older adults to inform policy makers, 2. Pilot of screening tools for use in old age psychiatry locally and 3. Strengthening of local research capacity through mentorship.

#### **Objectives**

Our overall aim is to develop a research capacity-building collaboration between UK, India and Nepal as the basis for a future larger projects to improve older people's mental health in South Asia

Primary objectives are:

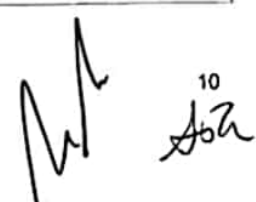
To develop skills of two early career researchers from the UK and India in leading a research team through:

1. Co-supervision of a systematic review of screening tools for older people's mental health needs applicable to South Asia, and a survey of health and social care resources for elders in South Asia by country (Sept- Nov 2019)
2. Co-design and supervision of a two-stage community-based door-to-door prevalence study of common mental disorders (depression and anxiety), dementia and frailty in people aged ≥60 residing in ward 18, Dharan, Eastern Nepal to be conducted by junior researchers supervised by local specialist Prof Sapkota Jan-April 2020.

**Budget form**

<b>1. RESEARCH RELATED COSTS</b>		
<b>Items</b>	<b>Description of Cost</b>	<b>Cost of Item</b>
Equipment	Data entry tablets x 2	to be lent from other Newcastle University projects
Consumables	Items required- proforma, files, pen, pencils, eraser, stapler, pin, highlighter, sticky pad and miscellaneous Approx. GBP- 1.00/case enrolled in the study	£500.00
Access to facilities/ library services	We have access to Hinari services through institute and don't need to pay for the library service	No cost required
Fieldwork	Transportation cost for data collection	£400.00
Remunerations for researcher(nurse + assistant)	Daily Allowance for field visit, Data entry( 8 hours work day) 50 days	£2,000.00
Ethical Approval fees from Nepal Health Research Council	NRS 10,000(GBP 73.17) for Nepali Researcher	£73.13
Other: ethical approval fees (international researchers)	USD200 (GBP 160.9) International Research grant between GBP 1463.5-7317.5	£160.90

<b>2. TRAVEL COSTS</b>		
<b>Items</b>	<b>Description of Cost</b>	<b>Cost of Item</b>
Accommodation	2 x Early career researchers two weeks food and simple accommodation Dharan)	£400.00
Flights (economy)	Newcastle-Kathmandu flights Dr Paddick	£700.00
Visa fees	Not required for Nepalese to travel to India(NIMHANS) and vice versa	£0.00
Travel insurance	Dr Paddick covered by newcastle university. Dr Lukose approx £50	£50.00
Meetings & events	NIMHANS travel (Round trip Airfare- GBP 150-200)	£200.00



Meetings & events	Travel from Dharan <-> Bagdogra via road(130km)- GBP 110(taxi fare is about NPR 6,000 one way from Dharan to Bagdogra).	£110.00
Meetings and Events	Local Travel Approx. GBP 30 for early career researchers	£30.00

### 3. COMMUNICATION COSTS

Items	Description of Cost	Cost of Item
Public Engagement events	Stakeholder meetings in Dharan Submetropolitan City ~£50/meeting (room hire + refreshments)	£200.00
Interpreters & Translation	Translation of materials into Nepali Language ( Approx)	£150.00

	<b>Grand Total:</b>	<b>£4,974.03</b>
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<b>Total amount requested from the British Council :</b>	<b>£4,974.03</b>
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**Any additional funding from other sources (please state amount and source) :**

Dr Paddick salary covered by Newcastle University clinical lecturer programme (also to take leave from clinical work)	£2,500
Access to specialist library services support for systematic review can be provided free of charge by Newcastle University	£0
Dr Lukose salary covered by her existing NGO employment	£500
Dr Paddick travel insurance to be covered by Newcastle University	£70



Data entry tablets to be lent from existing previous projects	£200
Dr Paddick will apply for travel grant from other sources (margaret slack travelling fellowship) and if successful will reallocate funds for Ms Thapa (junior researcher, nepal to attend the 2019 NEESAMA meeting in Bangladesh and another international conference)	£1,000

### **Research Project Reporting**

- Evaluation questionnaire to be completed at the start and end of the research project.
- Financial report to be submitted after 6 months and when the project finishes.
- Project report to be completed when the project finishes.

Before the research commences, the British Council should be made aware of any risks involved in the project.

The British Council should be credited in all publications or presentations disseminated as the supporter and funder.

### Schedule 3

#### Standard Terms

#### **1 Interpretation**

##### **1.1 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 the Recipient 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/](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 the Recipient from time to time (as such documents may be amended, updated or supplemented from time to time during the Term);

**"Capital Asset"** means any item of equipment or other asset costing £500 (five hundred pounds) (excluding VAT) or more which, on the date of purchase, has a useful life of more than one year and is purchased wholly or partly out of the Grant;

**"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);

**"Good Data Management Practices"** means:

- (a) research data must be generated using sound scientific techniques and processes;
- (b) research data must be accurately recorded in accordance with good scientific practices by the individuals conducting the research;
- (c) research data must be analysed appropriately, without bias and in accordance with good scientific practices;
- (d) research data and results must be stored securely and be easily retrievable; and
- (e) data trails must be kept to allow individuals to demonstrate easily and to reconstruct key decisions made during the conduct of the research, presentations made about the research and conclusions reached in respect of the research;

**"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, the Project relates;

**"Funder Agreement"** means the agreement (if any) between the Funder (if any) and the British Council relating to the provision of the funding out of which the Grant is made;

**"Funder Requirements"** means the specific requirements of the Funder (if any), including the terms of the Funder Agreement, notified to the Recipient in writing (including by means of email or any website or extranet);

**"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;

**"Recipient's Team"** means the Recipient and, where applicable, any Relevant Person, and all other employees, consultants, agents and sub-contractors which the Recipient engages in any way in relation to the Project; and

**"Relevant Person"** means any individual employed or engaged by the Recipient and involved in the Project, or any agent or contractor or sub-contractor of the Recipient who is involved in the Project.

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:

- (i) services being provided to, or other activities being provided for, the British Council;
- (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
- (iii) 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 Recipient's obligations**

- 2.1 The Recipient warrants that the information given to the British Council in connection with the Project Proposal is true.
- 2.2 The Recipient shall:
- 2.2.1 use the Grant solely and exclusively for the purposes of funding the Project;
  - 2.2.2 notify the British Council in writing of any amount of other funding including other public sector funding (if any) and/or guarantees secured by or offered to it for any purpose whatsoever as soon as it is approved;
  - 2.2.3 deliver the Project with (i) reasonable skill and care and to the highest professional standards (ii) in compliance at all times with the terms of this Agreement (and, in particular, the Special Terms (Schedule 1) and the Project Proposal (Schedule 2)), the reasonable instructions of the British Council and all applicable regulations and legislation in force from time to time. The Recipient shall allocate sufficient resources to enable it to comply with its obligations under this Agreement;
  - 2.2.4 comply with the Funder Requirements (if any) and do nothing to put the British Council in breach of the Funder Requirements (if any);
  - 2.2.5 not at any time do or say anything which damages or which could reasonably be expected to damage the interests or reputation of the British Council or the Funder (if any) or their respective officers, employees, agents or contractors;
  - 2.2.6 obtain the prior written consent of the British Council (and, where applicable, the Funder) before purchasing any Capital Asset and shall not dispose of any Capital Asset without the British Council's prior written consent;
  - 2.2.7 treat the terms of this Agreement and any information of a confidential nature relating to the British Council as confidential;
  - 2.2.8 comply in all material respects with the Data Protection Legislation. The British Council and the Recipient agrees to any reasonable amendment to this Agreement in accordance with variation clause 15 in order to comply with any statutory amendments, re-enactment or revocation and replacement of current Data Protection Legislation and agree to execute any further documents required for compliance under the Data Protection Legislation in force at that time;
  - 2.2.9 maintain records relating to this Agreement for seven (7) years following the year in which the Project is complete and allow the British Council and/or the Funder access to those records on reasonable notice and at reasonable times for audit purposes;

- 2.2.10 obtain the British Council's prior written consent to all promotional activity or publicity relating to the Project and act at all times in accordance with the British Council's reasonable instructions relating to such activity or publicity;
- 2.2.11 comply with all applicable legislation and codes of practice relating to child protection and the promotion of the welfare of children in force in England and Wales and any other territory in which the Project takes place or to which the Project relates;
- 2.2.12 take out and maintain during the Term appropriate insurance cover in respect of its activities under this Agreement and, on request, provide the British Council with evidence that such insurance cover is in place;
- 2.2.13 not, without the British Council's consent, assign or otherwise transfer any of its rights or obligations under this Agreement;
- 2.2.14 comply with all applicable laws in any jurisdiction in which the Grant is made, received or used and in which the Project takes place or to which the Project relates;
- 2.2.15 comply with, and complete and return any forms or reports from time to time required by, the British Council Requirements;
- 2.2.16 use its reasonable endeavours to ensure that it does not become involved in any conflict of interests between the interests of the British Council and/or the Funder and the interests of the Recipient itself or any client of the Recipient, and shall notify the British Council in writing as soon as is practically possible of any potential conflict of interests and shall follow the British Council's reasonable instructions to avoid, or bring to an end, any conflict of interests. In the event that a conflict of interests does arise, the British Council shall be entitled to terminate this Agreement on immediate written notice;
- 2.2.17 keep complete and accurate records of all research, development and other work carries out in connection with the Project and comply with Good Data Management Practices; and
- 2.2.18 observe, and ensure that, where applicable, the Recipient's Team observes, the British Council Research and Evaluation Ethics Policy, at Annex 2 and obtain consent for human subject research in accordance with that policy and any applicable law.

### **3 Withholding, Reduction and Repayment of the Grant**

- 3.1 The British Council may (and may be obliged by the Funder to) reduce, withhold or claim a repayment (in full or in part) of the Grant if:
  - 3.1.1 the Recipient fails to comply with the terms of this Agreement;



- 3.1.2 the Recipient fails to comply, or ceases to comply, with any stated eligibility criteria for the Grant;
  - 3.1.3 there is any financial irregularity or fraud in the operation of the Project;
  - 3.1.4 there has been any overpayment of the Grant; or
  - 3.1.5 the Funder reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.
- 3.2 If the British Council demands repayment of the Grant or any part of it, the Recipient shall make repayment within 30 days.
- 3.3 The Grant is fully inclusive of any and all taxes that may be payable in connection with the award, receipt or use of the Grant. The Recipient will deduct any such taxes out of the Grant and in no circumstances shall the British Council be required to pay any additional sums in respect of such taxes. In the event that the British Council is required by the laws or regulations of any applicable jurisdiction to deduct any withholding tax or similar taxes from the Grant, the British Council shall deduct and account for such taxes before paying the remainder of the Grant to the Recipient and shall notify the Recipient in writing of all such sums properly deducted.

#### **4 Change Control**

- 4.1 If the Recipient wishes to change the scope of the Project, it shall submit details of the requested change to the British Council in writing and such change shall only be implemented if agreed in writing by both parties acting reasonably.

#### **5 Intellectual Property Rights**

- 5.1 Where any Intellectual Property Rights owned or licensed by the British Council are required to be used in connection with the delivery of the Project, the Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Project and subject to such consents and restrictions as may be specified by the British Council.
- 5.2 The Recipient confirms that it will use its best endeavours to ensure that the delivery of the Project does not and will not infringe any third party's Intellectual Property Rights.
- 5.3 The Recipient hereby grants to the British Council an irrevocable, royalty-free, non-exclusive, worldwide right and licence to use any information, data, reports, documents, or other materials obtained, created or developed in the course of the Project for non-commercial purposes to publicise and report on the activities of the British Council in connection with the award of the Grant and the delivery of the Project.

#### **6 Liability and Indemnity**

- 6.1 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.



- 6.2 Subject to clause 6.1, the British Council's total liability to the Recipient in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall not exceed the amount of the Grant.
- 6.3 Provided that the British Council has paid the Grant to the Recipient in accordance with this Agreement, the Recipient shall be responsible for all claims, costs, expenses, losses and liabilities howsoever arising in connection with the Project and the receipt and use of the Grant and the Recipient shall indemnify and hold the British Council harmless from and against all such claims, costs, expenses, losses and liabilities.
- 6.4 The provisions of this clause 6 shall survive termination of this Agreement, however arising.

## **7 Termination**

- 7.1 Without prejudice to any other rights or remedies which the British Council may have, the British Council may terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient if:
- 7.1.1 the Recipient uses the Grant or any part of it other than for the Project;
  - 7.1.2 the Funder Agreement is terminated for any reason; or
  - 7.1.3 the funding for the Grant is otherwise withdrawn or ceases.
- 7.2 The British Council may give notice in writing to the Recipient terminating this Agreement with immediate effect if:
- 7.2.1 the Recipient commits 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 terminating party shall be entitled to terminate the Agreement with immediate effect);
  - 7.2.2 the Recipient becomes (or in the British Council's reasonable opinion is at serious risk of becoming) insolvent or unable to pay its debts as they fall due; or
  - 7.2.3 there is a change of Control of the Recipient.
- 7.3 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

## **8 Data Processing**

- 8.1 In this clause:
- 8.1.1 **"Data Protection Legislation"** shall mean any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Project under this Agreement, including the DPA and/or the GDPR, and /or any corresponding or equivalent national laws or regulations; and any laws which implement any such laws; and any laws that replace, extend, re-enact, consolidate

or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

8.1.2 "DPA" means the UK Data Protection Act 2018;

8.1.3 "GDPR" means the General Data Protection Regulation (EU) 2016/679; and

8.1.4 "Personal Data" means "personal data" (as defined in the Data Protection Legislation) that are processed under this Agreement.

8.2 The Recipient shall not breach the Data Protection Legislation and warrants that in carrying out its obligations under this Agreement it will not breach the Data Protection Legislation or do or omit to do anything that might cause the British Council to be in breach of the Data Protection Legislation.

## 9 Anti-Corruption, Anti-Collusion and Tax Evasion

9.1 The Recipient undertakes and warrants that it and any Relevant Person has not offered, given or agreed to give (and that it and any Relevant Person 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 the Recipient of its obligations under this Agreement.

9.2 The Recipient acknowledges and agrees 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 the Recipient, any Relevant Person, nor the Recipient's and any Relevant Person's directors or shareholders (where applicable) are 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 (together, the "Prohibited Entities").

9.3 The Recipient warrants:

9.3.1 that it, and any Relevant Person, will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity;

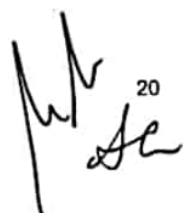
9.3.2 that it, and any Relevant Person, has and will retain in place, and undertakes that it, and any Relevant Person, will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010), tax evasion (as set out in the Criminal Finances Act 2017) and fraud within its organisation and in connection with its dealings with other parties, whether in the UK or overseas; and

9.3.3 that it, and any Relevant Person, has not engaged and will not at any time engage, in any activity, practice or conduct which would constitute either:

(i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or



- (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017; and
- 9.3.4 that it, and any Relevant Person, has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Agreement (including in respect of pricing under this Agreement).
- 9.3.5 Nothing under this clause 9.3 is intended to prevent the Recipient from discussing the terms of this Agreement with its professional advisors.
- 9.4 If the Recipient, or any Relevant Person is listed in a Screening Database for any of the reasons set out in clause 9.2 or breaches any of its obligations set out in clause 9.3, it shall promptly notify the British Council of any such listing(s) or breach(es) and the British Council shall be entitled to take the steps set out at clause 9.5 below.
- 9.5 In the circumstances described at clause 9.3, and without prejudice to any other rights or remedies which the British Council may have, the British Council may:
- 9.5.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or
- 9.5.2 require the Recipient to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with the Recipient (and the Recipient shall take all such steps and shall if required provide evidence of its compliance); and/or
- 9.5.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
- 9.5.4 share such information with third parties.
- 9.6 The Recipient shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 9.2.
- 9.7 Without limitation to clauses 9.1, 9.2, 9.3, 9.4, 9.5, and 9.6 above, the Recipient shall ensure that all Relevant Persons involved in the Project or otherwise in connection with this Agreement have been vetted and that due diligence is undertaken on a regular continuing basis to such standard or level of assurance as is reasonably necessary in relation to a person in that position in the relevant circumstances.
- 9.8 For the purposes of this clause 9, the expression "Relevant Person" shall mean all or any of the following: (a) Relevant Persons; and (b) any Relevant Person employed or engaged by a Relevant Person.
- 10 Anti-slavery and human trafficking**
- 10.1 The Recipient shall:
- 10.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;

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- 10.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
  - 10.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the British Council from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
  - 10.1.4 notify the British Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.
- 10.2 If the Recipient fails to comply with any of its obligations under clause 10.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
- 10.2.1 terminate this Agreement without liability to the Recipient immediately on giving notice to the Recipient; and/or
  - 10.2.2 reduce, withhold or claim a repayment (in full or in part) of the Grant; and/or
  - 10.2.3 share with third parties information about such non-compliance.

## **11 Equality, Diversity and Inclusion**

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

## **12 Assignment**

- 12.1 The Recipient 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 its 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. The Recipient warrants and represents that it 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.

**Annex 1**  
**Self-Declaration Form**

**Project:** [Insert name of project]  
**Country:** [Insert country]  
**Dates of assignment:** [Insert dates of consultancy]

I declare that I have never been convicted of any offence involving any type of harm to a child or children, nor have I ever been warned or cautioned in relation to such a matter. I also declare that there are no civil or criminal proceedings of any nature pending against me at the date of this declaration relating to any allegation concerning any type of harm to a child or children.

I authorise the British Council to seek references or approach previous employers for information to verify information on disciplinary offences relating to children.

I understand that where any Regulated Activity is carried out in connection with the project that I (and any member of staff or individual engaged by me in connection with the project) will be required to undertake an enhanced Disclosure and Barring Service check through the Disclosure and Barring Service (DBS) or a local equivalent, including a check against the adults' barred list or the children's barred list, as appropriate. Where applicable, I shall monitor the level and validity of the checks for each member of staff or other individual engaged by me to carry out Regulated Activity in connection with the Project.

I give my permission to The British Council to check the above-mentioned criminal records periodically.

I understand that if I withhold any relevant information, or present false or inaccurate information, that the contract for services for the above mentioned project will be terminated with immediate effect.

I will adhere to the British Council's Child Protection Policy, Child Protection Code of Conduct and the British Council Code of Conduct. I confirm that I have received and read these documents at the time of signing this declaration.

**Privacy Notice**

The British Council will use the information you provide in order to accredit your suitability to work with children. We will process your personal information based on your contract of employment or consultation agreement.

**Data Protection**

The British Council complies with data protection law in the UK and laws in other countries that meet internationally accepted standards.

You have the right to ask for a copy of the information we hold on you, and the right to ask us to correct any inaccuracies in that information. If you have concerns about how we have used your personal information, you also have the right to complain to a privacy regulator. For detailed information, please refer to the privacy section of our website, [www.britishcouncil.org/privacy](http://www.britishcouncil.org/privacy) or contact your local British Council office. We will keep your information for a period of 7 years from the time of collection.

<b>Name</b>	
<b>Signed</b>	
<b>Date</b>	

## Annex 2

### British Council Research and Evaluation Ethics Policy

#### **About Research and Evaluation at the British Council**

The British Council supports, commissions and contracts research both internally and through external strategic or tendered partnerships. Our research strategy covers themes and geographical areas of contemporary importance to ourselves and our UK and global partners and aims to provide evidence and insight to inform our programme activity and policy dialogues, as well as context for our understanding of the global landscapes in which we work.

Research<sup>1</sup> occurs across the British Council in a variety of ways and for a variety of purposes, from market research to thought leadership. Research can inform us about trends and developments across our areas of work as well as about the effectiveness of our programmes through evaluations and impact reports, and our research can be generated either for internal purposes or for sharing with diverse external audiences. Although the formulation, participants, and conduct of the research will be different depending on its purpose, all research and evaluation projects will adhere to the same set of organisational ethics principles and be in line with this Ethics Policy for the global organisation.

The executive summary, below, is to be included in the procurement terms of reference for all funded and gratis research and projects and evaluations offered for tender, and in the contracts with all research partners successful in these bids or in gaining funding for research and evaluation purposes from the British Council.

#### **Executive Summary**

##### **a) Remit of this Policy**

This Policy has been prepared in line with the Concordat to support Research Integrity<sup>i</sup> and the RCUK Code of Conduct<sup>ii</sup> and has been drafted with consideration to the DfID review of Research and Evaluation ethics. It is held in line with the Human Rights Act and the Universal Declaration of Human Rights<sup>iii</sup>, particularly article 53 '*Declaration on the Right and Responsibility of Individuals, Groups and Organs of Society to Promote and Protect Universally Recognized Human Rights and Fundamental Freedoms*'.

This policy is to be agreed to by those we contract for research and evaluation purposes. Clarification about what research the British Council does not fund and the parameters in this regard should be sought from the secretary of the Research Board.

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<sup>1</sup> Frascati Manual definition of Research can be found here: [http://www.keepeek.com/Digital-Asset-Management/oecd/science-and-technology/frascati-manual-2002\\_9789264199040-en#page31](http://www.keepeek.com/Digital-Asset-Management/oecd/science-and-technology/frascati-manual-2002_9789264199040-en#page31)



This Policy should be held in alignment to the British Council's Code of Conduct, Global Policy framework<sup>iv</sup> - with particular reference to the Child Protection policy, Information Security and Management policy, the Equality policy, and their respective processes.

The British Council may conduct research in difficult or high risk operating environments as it aligns to the geographies in which we work and the ODA principles of our funding, and where research correlates to the key subjects of our concern (security/stability). These factors may entail a risk to researchers, participants and others (e.g. potentially stigmatised or marginalised groups) as a result of potential participation, knowledge exchange, impact and dissemination activity, and information relating to all these factors should be considered as part of the ethical information submitted in the research proposal by the managing department, country office or strategic business unit.

b) Requirements for all research projects and evaluations:

- In line with this policy, **every research project** must consider as part of the written brief for the researcher(s) the ethical implications of the research and demonstrate such in their ethical paperwork. The detail required will vary according to the subject of the research project, but may include aspects of informed consent and participant anonymity and security, legal obligations, local contextual considerations and reactions to the research.
- **All projects involving participants** – whether connected to British Council programmes or not – must complete
  - a participant information and consent form unless it is deemed unsafe or unethical for them to do so (see *research in high risk contexts*).
  - a fieldwork risk assessment form.
- **All policy requirements, costs and capacity** for assuring ethics must be worked into research or programme plans and into contract terms where the research or evaluation is part of an FCR contract. Please allow for project any costs for the time and expense of colleagues to review the ethics in this way.

c) Do no harm

Do no harm<sup>v</sup> is a term and principle which considers a number of ways in which donors might inadvertently 'do harm' in situations of conflict and fragility. It examines some of the 'do no harm' dilemmas facing donors, and looks at programming approaches that have been used to avoid harm and contribute to peace and stability.<sup>vi</sup>

British Council global research and evaluation principles:

To be observed and adhered to by all those managing commissioned researchers, conducting research or disseminating or publishing research in the British Council.

The British Council Research principles are aligned to and reflect the *Concordat to Support Research Integrity*.<sup>vii</sup>

- 1) Maintaining the highest standards of rigour and integrity in all aspects of research;
- 2) The dignity, rights, safety and wellbeing of participants must be a primary consideration in any research study and, as such, are integral to the British Council's research ethics review process. All participants must be warned in advance about any potential risks of harm:

Risk of harm may include: physical or mental harm caused by the research practice or contents of the research methods; risk of retaliation due to exposed identity in a research project; risk of information sharing and data protection; risk of exposure to adult subjects (in the case of youth participants); reputational risk.

Participants must be given the option to not participate in the research following a briefing and to withdraw their participation at any time during the process. Participants must be given the option for their involvement to remain anonymous.

Particular sensitivity to safeguarding and consent should be applied if any or a combination of the following apply in the research project: working with young people and in schools, working with sensitive groups (religious/political), risk involved to participant identity in quoting interviews, use of photographs or visual identification such as film.

3) Ensuring that research is conducted according to appropriate legal and professional frameworks, obligations and standards, and that the potential risks (including physical, psychological, professional, reputational and legal risks) have been considered and how those will be mitigated.

4) Supporting a research environment that is underpinned by a culture of integrity and based on good governance, best practice and support for the development of researchers;

5) Using transparent, robust and fair processes to deal with allegations of research misconduct should they arise;

6) Working together to strengthen the integrity of research and to reviewing progress regularly and openly.

7) If the research is undertaken with an appropriate partner, consultant, or organisation, that appropriate process and principles are followed to form a partnership or procurement process with this organisation.

8) The research practice, the collection and management of participant and partner information, and publication adhere to the Data Protection Act and the following regulations:

- a. Any conflict of interest is declared;
- b. Research, data collection and management adheres to the legal and regulatory frameworks, including the Data Protection Act;
- c. Data is collected through open and transparent means and consent is obtained even when accessing secondary data. This includes data gained through twitter campaigns, social media platforms, from mobile devices and in email communications.
  - i. Where media data is collected for research or evaluation purposes, this must be stated in the information about the campaign, programme material or in an information sheet, and participants offered the chance for their data to be excluded;
  - ii. Where data already collected or to be captured deliberately or otherwise from media, social media or electronic devices is requested for the purposes of research or evaluation, written consent must be gained from those participants and full disclosure of the purposes of that research project provided.
  - iii. Data gathered via social media for purposes greater than analysis of reach or engagement numbers, which may reveal users twitter or full identity or be recognisable sentiments, should be **avoided** at this point. The British Council is



reviewing its digital strategy and position and has sought guidance from the Academy of Social Sciences' Social Media Ethics in Research position<sup>viii</sup> but is not currently in a position as yet to encrypt or protect social media data which could expose participants' identities.

- d. All sources of ideas, data, information, text or other intellectual property are comprehensively referenced, including previous British Council reports and digital sources including social media;
- e. The input of authors and other contributors to the research is acknowledged to ensure fairness, transparency and accountability;
- f. All participants (surveyed or interviewed) are briefed on the purpose of the report, have the right to remain anonymous, and receive the research findings;
- g. The research report, the data set, and the methodical notes are appropriately archived.

9) The research purpose and audiences are clearly stated, and the research question is formed in response to a problem, knowledge gap or information need.

In addition that:

- a. It is aligned to British Council strategy, demonstrates value to the UK, informs a priority area, and is of use to the country/s of origin
- b. The research outputs are actionable and can be learned from
- c. Work is not duplicated, new knowledge or evidence is created
- d. A distinction is made between research, market insight reports, and monitoring and evaluation.

10) The research is of high quality and is reviewed before publication to consider the risks and implications, and a detailed M&E and communications plan are developed.

The research cycle to entail (where appropriate):

- a. As part of the question forming, a literature review is conducted
- b. Where relevant, the research should have a clear testable hypothesis/es
- c. Finalised reports are properly peer reviewed before publication and made available as models to others
- d. Research data should be validated and stored appropriately, and provision to delete records made. This includes research data gathered through mobile and digital devices, and social media methods (see section on digital and social media use in research)\*
- e. Data is represented in its entirety, any misinterpretation is avoided.

11) The research report is disseminated to relevant stakeholders

- a. The communication of the research should be considered in the overall planning at the outset of the project
- b. Research reports funded by the FCO grant should be made freely available
- c. Research funded through other sources should be made available where possible (acknowledging that this may be on a paid-for basis)
- d. Research should be disseminated to appropriate audiences, including internal audiences, to ensure maximum impact and use of the research.

12) The research skills of British Council staff are developed throughout



- a. The research skills of British Council staff are developed and supported throughout a research project.
- b. All British Council commissioned or conducted research should aim to involve British Council staff at some level in order to build the capacity of staff and underpin our ambition to be an evidence-based organisation.

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<sup>i</sup> UK Research Integrity Office, *Concordat to Support Research Integrity*, 'Devised by the UK Government, Universities UK, Research Councils UK, the National Institute for Health Research, the Wellcome Trust and other key stakeholders, it sets out five commitments that those engaged in research should make to help ensure that the highest standards of rigour and integrity are maintained. These key commitments apply to researchers, their employers and funding bodies alike'. <http://ukrio.org/our-work/the-concordat-to-support-research-integrity/>

<sup>ii</sup> Research Councils UK, *RCUK Policy and Code of Conduct on the Governance of Good Research Conduct* <http://www.rcuk.ac.uk/publications/researchers/grc/>

<sup>iii</sup> United Nations General Assembly, *Universal Declaration of Human Rights*, 1948, <http://www.un.org/en/universal-declaration-human-rights/index.html>

<sup>iv</sup> British Council Global Policy Framework, <http://intranet.britishcouncil.org/policies/Pages/Default.aspx>

<sup>v</sup> Anderson, M, B, 1999, *Do no harm: How Aid can support peace – or war*

Also cited in DfID Briefing paper, 2010, *Working effectively in conflict-affected and fragile situations*, <http://www.gsdr.org/docs/open/con77.pdf>

<sup>vi</sup> Do No Harm Principles <http://www.gsdr.org/docs/open/con77.pdf>

<sup>vii</sup> UK Research Integrity Office, *Concordat to Support Research Integrity*, <http://ukrio.org/our-work/the-concordat-to-support-research-integrity/>

Also hosted at

<http://www.universitiesuk.ac.uk/highereducation/Documents/2012/TheConcordatToSupportResearchIntegrity.pdf>

<sup>viii</sup> Social media and ethics policy ESRC /ACSS.

<sup>ix</sup> See guidance from Universities UK on storage of sensitive research data and material

<http://www.universitiesuk.ac.uk/highereducation/Documents/2012/OversightOfSecuritySensitiveResearchMaterial.pdf>