



## **RESILIENCE Network**

### **Member Terms and Conditions V01- June 2024**

***By applying to become a part of the RESILIENCE Network (the “Membership”), you agree to be bound by these Terms and Conditions (the “Terms”), so it is important that you read these Terms carefully before you apply for Membership. You agree and acknowledge that we may update the Terms from time to time, it is the responsibility of each member of the network to check regularly for updates. You agree and acknowledge that application for Membership does not entail automatic acceptance. If your institution is accepted, you will receive confirmation by email.***

## **1. DEFINITIONS AND INTERPRETATIONS**

1.1. The definitions and rules of interpretation in this clause apply to these Terms.

**Community** has the meaning ascribed in clause 3.1.2;

**Designated University** means the Founder Collaborator with whom you will primarily liaise, and who will be primarily responsible for the operation and enforcement of these Terms in connection with your Membership;

**Enhanced Member** means a Member who has applied to become, and is accepted as, an Enhanced Member, and in relation to whom the arrangements in clause 3.6 and clause 4.4 of these Terms shall apply;

**Founder Collaborators** means University of Birmingham (Lead), University College London, Heriot-Watt University, Teesside University and Britest Limited;

**Member** is each UK-based education institution joining the RESILIENCE Network as either a Standard Member or an Enhanced Member;

**Membership Content** means educational materials and resources made available by Founder Collaborators to Members from time to time;

**Representative** means a member of staff - employed by a Member - who will represent the Member in the RESILIENCE Network;

**RESILIENCE Medicines Manufacturing Skills Centre of Excellence** (or “RESILIENCE”) is a collaboration between the Founder Collaborators which aims to deliver training and outreach materials and programmes that addresses skills demands in the life sciences sector;

**RESILIENCE Network** is a group of UK-based schools and education institutions that have formed an alliance with the Founder Collaborators to implement certain projects or initiatives under these Terms to seek to achieve the aims of the RESILIENCE Medicines Manufacturing Skills Centre of Excellence;

**RESILIENCE’s Website** means a website operated by RESILIENCE; and

**Standard Member** means all Members other than Enhanced Members;

- 1.2. Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 1.3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4. Words in the singular shall include the plural and vice versa.
- 1.5. A reference to one gender shall include a reference to the other genders.
- 1.6. A reference to any party shall include that party's personal representatives, successors or permitted assigns.
- 1.7. A reference to writing or written includes e-mail.
- 1.8. A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.9. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. INTRODUCTION

- 2.1. These Terms govern the Membership, operated by the Founder Collaborators. Together "*Member*", "*you*", "*your*", "*your institution*" and the Founder Collaborators may be referred to as the "*Parties*" or separately as "*Party*".
- 2.2. By applying for Membership, you hereby warrant that you are duly authorized to accept these Terms on behalf of the institution that you are representing. If your institution is accepted for Membership and subject to the ongoing compliance to the Terms, your institution shall become a Member and be granted the rights and responsibilities of the Membership. The Founder Collaborators reserve the right to unilaterally update the Terms and it is the responsibility of each Member to check and comply with these Terms.

## 3. RIGHTS MEMBERS ARE GRANTED

- 3.1. Members shall have the right to:
  - 3.1.1. Advertise their affiliation with RESILIENCE and their Membership, and duly display RESILIENCE affiliation in all associated deliverables, subject to their compliance of these Terms; and
  - 3.1.2. Participate in RESILIENCE events and activities dedicated to the development of its educational and skills training community (the "**Community**") including seminars, workshops, training and educational events.
- 3.2. Ownership of any materials produced by the Founder Collaborators and any and all modifications or enhancements to any aspect of any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other intellectual property rights created in connection with the RESILIENCE activities shall upon creation vest in the Founder Collaborator(s) who created it.

- 3.3. Subject to clause 3.4 below, the Founder Collaborators hereby grant each Member a worldwide, royalty-free, non-assignable, non-transferable, revocable and non-exclusive license to use Membership Content solely for each relevant Members' educational purposes in connection with seeking to achieve the aims of RESILIENCE. Nothing in these Terms permits any Representative or Member to use Membership Content for commercial gain.
- 3.4. When a Member ceases to be a Member and/or is no longer bound by these Terms, the license granted in clause 3.3 above shall be deemed revoked with immediate effect and the Member may no longer use the Membership Content for any purposes whatsoever.
- 3.5. Any breach of these Terms may, at the sole discretion of the Founder Collaborators, result in the immediate suspension and/or termination of your Membership and its benefits, including, but not limited to, the immediate cessation of any access to Membership Content and/or other assets and resources made available to Members.
- 3.6. If you are an Enhanced Member who accepts a loan of one or more VR headsets in accordance with clause 4.4 below, the Designated University agrees to reimburse you for software licence fees charged by FourPlus Immersive Ltd in relation to those VR headset (the "FourPlus Licence Fees"), and the level of such reimbursement shall be as follows:
  - 3.6.1. During the first year of your loan of the VR headsets, the Designated University shall reimburse the cost of 100% of the FourPlus Licence Fees (up to a maximum of 5 VR headsets and associated FourPlus Licence Fees);
  - 3.6.2. During the second year of your loan of the VR headsets, the Designated University shall reimburse the cost of 50% of the FourPlus Licence Fees (up to a maximum of 5 VR headsets and associated FourPlus Licence Fees)
  - 3.6.3. From the third year of your loan of the VR headsets you shall be solely responsible for the FourPlus Licence Fees, and no further reimbursement of the FourPlus Licence Fees shall be made by the Designated University.

#### **4. MEMBERS ELIGIBILITY AND RESPONSIBILITIES**

- 4.1. As part of the application process, each Member must nominate one point of contact as a Representative.
- 4.2. Members must promptly inform the Founder Collaborators in writing of any changes or replacement of its Representative by providing the full name, role and email address of any new and/or substituting Representative.
- 4.3. You as Member agree and shall procure that your Representative agrees to:
  - 4.3.1. Serve as RESILIENCE champion within their institution in accordance with any and all guidelines issued by the Founder Collaborators and any internal guidelines, exemplifying the mission of RESILIENCE;
  - 4.3.2. Use Member Content to deliver education and skills training in accordance with the aims of RESILIENCE and the guidance provided by the Founder Collaborators;
  - 4.3.3. Where relevant and appropriate, display their RESILIENCE affiliation in activities undertaken in an educational or academic capacity, with particular attention to instances where materials or derivatives produced by the Founder Collaborators are utilized;
  - 4.3.4. Attend meetings, events, conferences and other RESILIENCE initiatives, upon request by Founder Collaborators;

- 4.3.5. Facilitate communication between Founder Collaborators and other teaching and professional services staff at your institution;
  - 4.3.6. Engage with other Members and the Founder Collaborators to further the aims of RESILIENCE;
  - 4.3.7. Share information on the opportunities offered by RESILIENCE within your institution;
  - 4.3.8. Help disseminate the work conducted by RESILIENCE and its partners;
  - 4.3.9. Not harass, bully, intimidate, assault, defame, harm or otherwise mistreat any person or entity;
  - 4.3.10. Confirm to Founder Collaborators, by accepting these Terms, that any individual's position at the Member's institution entails sufficient authority to join the Membership.
  - 4.3.11. Provided anonymized data (e.g. anonymized data on equality, diversity and inclusion information related to learners) to the Founder Collaborators in relation to the educational and skills training, or other RESILIENCE activities, you deliver.
- 4.4. If you are an Enhanced Member you agree, in addition to the obligations in 4.3, to:
- 4.4.1. Use any additional Member Content made available to Enhanced Members to deliver education and skills training in accordance with the aims of RESILIENCE and the guidance provided by the Founder Collaborators;
  - 4.4.2. Accept a loan from your Designated University of Virtual-Reality ("VR") headsets (the number of VR headsets to be loaned to you (if any), and the duration of such loan shall be agreed between you and your Designated University), and to use the VR headsets in accordance with directions and guidance provided by the Designated University and/or the other Founder Collaborators;
  - 4.4.3. Not cause or permit to be caused any damage to, or loss of, any VR headset loaned to you (fair wear and tear accepted), and to indemnify the Founder Collaborators in full against any loss, theft, damage or destruction of each VR headset loaned to you;
  - 4.4.4. Not remove or permit to be removed from your premises any VR headset loaned to you;
  - 4.4.5. Immediately upon request return to the Designated University each VR headset loaned to you;
  - 4.4.6. Enter into and maintain any software licence(s) as may be required or requested by the Founder Collaborators in relation to your use of the VR headsets and, subject to clause 3.6, to pay any associated software licence fees

## **5. RIGHTS YOU GRANT TO RESILIENCE**

5.1. You hereby grant to Founder Collaborators the right to:

- 5.1.1. Advertise your organisation's or institution's affiliation with the Membership and RESILIENCE; and
- 5.1.2. Use and reproduce your organisation's or institution's name, logo and/or trademarks on RESILIENCE materials during the term of your Membership.

## **6. GENERAL**

- 6.1. Without affecting any other right or remedy available to a Party, either Party may terminate the Membership on giving three months' written notice.
- 6.2. By continuing to be part of the Membership you agree and acknowledge that:
  - 6.2.1. The Founder Collaborators assume no responsibility for Membership Content that you or another member or third-party distributes, sends, or receives through the Membership;
  - 6.2.2. Any material downloaded or otherwise obtained using RESILIENCE's Website is accessed at your own discretion and risk;
  - 6.2.3. To the fullest extent permitted by law, the Founder Collaborators shall not be liable for any direct, indirect, incidental, consequential, special, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with these Terms and/or your Membership (even if any of the Founder Collaborators have been advised of the possibility of such damages). The Founder Collaborators disclaim all liability arising out of or in connection with your Membership. Notwithstanding the foregoing, nothing in this clause shall exclude or limit liability which cannot be limited or excluded by applicable law; and
  - 6.2.4. you agree to indemnify and hold the Founder Collaborators harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses arising out of or in connection with any breach of these Terms and/or your Membership.
- 6.3. Members may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Terms.
- 6.4. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision of these Terms is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 6.5. These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, save that each of the Founder Collaborators shall be entitled to enforce these Terms.
- 6.6. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 6.7. You irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or forma.