



RESILIENCE

UK Medicines Manufacturing
Skills Centre of Excellence

RESILIENCE Network

Standard Membership Terms and Conditions

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. You will receive confirmation by email if your application is accepted.

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 Partner 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;

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

Member is each UK-based individual joining the RESILIENCE Network;

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

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 individuals that have formed a network 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.

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*”, and the Founder Collaborators may be referred to as the “*Parties*” or separately as “*Party*”.
- 2.2. If your application for Membership is accepted and subject to the ongoing compliance to the Terms, you shall become a Member and be granted the rights and responsibilities of the Membership.
- 2.3. 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 licence 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 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 licence 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.

4. MEMBERS ELIGIBILITY AND RESPONSIBILITIES

- 4.1. You as a Member agree to:
 - 4.1.1. 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 activities, you deliver using the RESILIENCE Membership Content.
 - 4.1.2. Serve as RESILIENCE champion within their organisation in accordance with any and all guidelines issued by the Founder Collaborators and any internal guidelines, exemplifying the mission of RESILIENCE;
 - 4.1.3. Use Membership Content to deliver education and skills training in accordance with the aims of RESILIENCE and the guidance provided by the Founder Collaborators;

- 4.1.4. 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 utilised;
- 4.1.5. Where possible, attend RESILIENCE meetings, events, conferences and other RESILIENCE initiatives, upon request by Founder Collaborators;
- 4.1.6. Facilitate communication between Founder Collaborators and other teaching and professional services staff at your organisation;
- 4.1.7. Engage with other Members and the Founder Collaborators to further the aims of RESILIENCE;
- 4.1.8. Share information on the opportunities offered by RESILIENCE within your organisation as distributed by RESILIENCE from time to time by electronic newsletter. Your personal details and communications preferences will be respected and managed by RESILIENCE in accordance with current UK Data Protection law. You may opt out of electronic communications at any time by links provided in RESILIENCE's newsletters or by e-mail to resilience-skills@contacts.bham.ac.uk;
- 4.1.9. Help disseminate the work conducted by RESILIENCE and its partners;
- 4.1.10. Not harass, bully, intimidate, assault, defame, harm or otherwise mistreat any person or entity;

5. RIGHTS YOU GRANT TO RESILIENCE

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

- 5.1.1. Advertise your organisation's affiliation with the Membership and RESILIENCE; and
- 5.1.2. Use and reproduce your organisation's name, logo and/or trademarks, in accordance with your organisation's brand guidelines or equivalent as advised to RESILIENCE, 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.