

DHBT ACADEMY RULES

concerning panel membership for the DHBT Academy

INTRODUCTION TO THE DHBT ACADEMY RULES

The Derbyshire Historic Buildings Trust Academy (also known as the “**DHBT Academy**”) is a network of skilled volunteer practitioners dedicated to providing expert guidance and support to owners and custodians of historic buildings in Derbyshire.

These DHBT Academy Rules establish the framework for participation, ensuring clarity on the roles, responsibilities, and expectations of Panel Members while safeguarding the interests of the Derbyshire Historic Buildings Trust (**the “Trust”**).

Purpose & Scope

These Rules govern in summary:

- The voluntary engagement of Panel Members, including their obligations under the DHBT Academy.
- The conduct, confidentiality, and intellectual property rights applicable to all Support Activities.
- Data protection, liability, and dispute resolution procedures.
- Termination and post-termination obligations, including restrictions on competition and solicitation.

By joining the DHBT Academy as a Panel Member, you agree to comply with these Rules, which operate alongside (but remain subordinate to) the DHBT Academy Panel Member Form.

These Rules ensure that the DHBT Academy operates with integrity, professionalism, and legal compliance, supporting its mission to preserve Derbyshire’s historic built environment.

Definitions

In addition to any definitions or expressions stated above or used in the DHBT Academy Panel Member Form, the following definitions shall apply:

Affiliate	For a Corporate Entity (company or limited liability partnership), it means: ■ Any entity or individual that controls the Corporate Entity. ■ Any entity or partnership with the same majority ownership. ■ Any entity or partnership in the same VAT group. ■ Any person associated with the Corporate Entity, like directors, employees, agents, etc. ■ Any combination of the above. For a Natural Person, it means: ■ Parents, children, and grandchildren (by blood, adoption, marriage, or civil partnership). ■ Spouse or civil partner. ■ People who act as employers, agents, or representatives. ■ Companies or partnerships controlled by the Natural Person or those mentioned above. ■ Any combination of the above.
Business Day	A day other than a Saturday, Sunday, or a public/bank holiday in England.
Business Opportunities	Any commercial or business opportunities that the Panel Member learns about during the Membership, related to the Trust’s Business, or that could reasonably be considered to commercially benefit the Trust.
Capacity	As agent, Panel Member, director, employee, worker, owner, partner, shareholder or in any other role or capacity.

Client	The person or entity who, following an initial enquiry and engagement with the Trust, receives guidance, support, and follow-up from the Trust or any of its panel members as part of DHBT Academy's heritage conservation activities.
Confidential Information	The following information in whatever form and/or way created, recorded, saved, stored, preserved or accessible (and whether accessed, acquired or provided before, at or after the Contract Start Date): ■ contents of the Contract (or its previous drafts/versions); ■ contents of any letter, email, SMS text message, instant message or other communication of any kind concerning the Contract or any activity under or concerning it; ■ any information communicated, created or established under the Contract which is expressly agreed by the parties or can reasonably concluded to be imparted/shared in confidence; ■ any grievance, complaint, concern, or dispute in any way concerning the Contract; ■ any information concerning any of the following of the Trust or any Affiliate of the Trust: • business, affairs or commercial strategies, targets, plans, ideas, products or Support Activities; • financial data, budgets, assets, liabilities or accounts; • suppliers, clients, customers, employees, workers, volunteers/panel members, representatives, advisers or contractors; • communications, records, processes, procedures, databases, know-how, trade secrets or other unregistered IPR; • entitlements, obligations, commitments, disputes, claims, settlements, strengths, weaknesses, opportunities and threats; • legally privileged information; ■ all information to the extent that it has been or may be derived or obtained from any of the above information; or ■ any combination of the above.
Confidentiality Period	Contract Period plus 60 months plus, after that, for as long as the law permits.
Encumbrance	Any mortgage, charge, lien, right to first option to buy or any other security interest, purchase right, ownership claim or other encumbrance of any kind.
Enquirer	The person or entity who contacts the Trust initially to seek information, guidance, or assistance regarding the care, maintenance, restoration, or management of a historic building, prior to becoming a Client.
Force Majeure Event	Any event that is unavoidable, unforeseeable, and out of the control of a party (for example an act of God, flood, earthquake or other natural disaster), except for the following situations: ■ Financial problems of the Panel Member, subcontractors, or suppliers. ■ Failures related to the Panel Member's equipment, software, or facilities. ■ Any intentional or negligent acts or omissions by the Panel Member or any Substitute or their subcontractors, suppliers, or their employees.
IPR or Intellectual Property Rights	■ All copyrights, databases, business names, trade names, corporate names, domain names, social media profile/usernames, trademarks, passing off rights, design rights, patents, trade secrets, know-how, confidential information, unfair competition rights and other intellectual property rights, anywhere in the world, whether registered or not. ■ Any inventions, ideas, discoveries, developments, improvements or innovations whether or not registrable anywhere in the world. ■ All rights to apply to register anywhere in the world. ■ Taking legal action for past, present or future infringements of any of the above anywhere in the world. ■ Any combination of any of the above.
Invention	Any invention, idea, discovery, development, improvement or innovation made by the Panel Member under the Membership and/or in the provision of the Support Activities, whether or not

	trademarkable, patentable or otherwise capable of IPR or other registration, and whether or not recorded in any medium.
Losses	All costs, fees, charges, fines, penalties, expenses, losses, damages (or other forms of compensation), claims and other detriments or liabilities of any kind or nature (to include, but not limited to, professional fees and expenses committed to or incurred whether or not any mediation, arbitration or litigation is involved).
Material	Something is "material" if a reasonable person would consider it significant and important in any decisions or activities related to that person's assets, rights, obligations, interests, or affairs.
Substitute	A partner, employee, sub-contractor or outsourced service provider of the Panel Member.
Supply Chain Person	■ Panel Member ■ Substitute ■ Any supplier in the respective supply chains of any of the above. ■ The directors or other officers, employees, workers, self-employed Panel Members, advisers, agents or other personnel of any of the above. ■ Any combination of any of the above.
Supply Chain Taxes	Taxes of any kind (and all related costs like fines, interest, and penalties) paid, payable or owed to HMRC or any successor body (or equivalent body outside of the UK) by any Supply Chain Person, including the following: ■ PAYE or other taxes for employees, workers, and self-employed individuals (or their personal service companies) working with the Panel Member or its Substitutes or suppliers in their respective supply chains; ■ VAT or any other similar taxes for goods or services purchased; ■ Any other taxes, duties or tariffs of the Panel Member, any Substitute or their respective suppliers.
Trust Property	■ Any materials, documents, records, Confidential Information, ID cards, access credentials, memberships, stationary, email addresses, social media accounts, equipment or software provided by the Trust during the Contract Period. ■ Any data or documents created on the Panel Member's or Trust's computers or devices (or using the Trust's financial or other resources or facilities) during the Contract Period.
VAT	Value added tax (or any replacement or successor tax, levy, or duty) at applicable rates from time to time.
Year	Each period of twelve consecutive months commencing on the Contract Start Date or any anniversary thereof.

RULES

1 PRELIMINARY

1.1 The Panel Member represents that:

- (a) all information provided to the Trust for evaluating whether or not to establish or allow the Membership under the Contract was accurate, complete, and not misleading;
- (b) if any such information becomes inaccurate or incomplete, the Panel Member will promptly provide updated details; and
- (c) the Panel Member will fully comply with all the Contract's terms.

1.2 The Trust engages the Panel Member for the Support Activities on the Contract terms, and

the Panel Member will provide the Support Activities accordingly.

1.3 The Membership begins on the Contract Start Date and lasts for the Contract Period, unless terminated under the terms of the Contract.

1.4 The Membership does not give the Panel Member any ownership, control, voting or financial rights in or over the Trust or the DHBT Academy.

2 CONTRACT SUPPORT ACTIVITIES

2.1 In respect of visits to Enquiries/Clients:

- (a) the Panel Member will undertake at least two (2) Volunteer Days per

	calendar year, each including reporting obligations;	2.4	The Panel Member will provide the Support Activities under this Contract:
	(b) the Trust may coordinate visits based on geographic proximity and skillset requirements;		(a) only to or concerning Enquiries or Clients referred via the DHBT Academy (e.g. through one of its official instant messaging or email groups);
	(c) the Panel Member will complete a DHBT Academy induction before undertaking any visits;		(b) with all due diligence, skill, care, attention, prudence and foresight;
	(d) the Panel Member will conduct themselves in accordance with the values and standards of the Trust and/or DHBT Academy and any code of conduct issued by the Trust from time to time;		(c) for at least the Volunteer Days during each calendar month; and
	(e) the Panel Member must not take any pictures or recordings of any Client, or any other individual, at the Client's premises;	2.5	The Panel Member will provide the Support Activities in accordance with all applicable laws.
	(f) the Panel member will fully co-operate with the Client's identify verification requests;	2.6	The Panel Member will follow all legal instructions from the Trust regarding:
	(g) all visits shall be limited to a maximum of two (2) hours and focus solely on general guidance and signposting;		(a) the Support Activities, Deliverables or other Works;
	(h) if the Panel Member wants to reschedule or be replaced for any consultation/site visit, at least 14 days' written notice is needed from the Panel Member to the Trust;		(b) Business Opportunities;
	(i) to reschedule or replace the Panel Member the Panel Member shall complete and submit a written report on a Trust-provided pro forma template after each visit;		(c) Inventions;
	(j) the Panel Member may recommend at least three (3) appropriate professionals, tradespeople, or contractors to the Enquirer/Client (it being accepted that may include themselves in such list if they have applicable expertise); and		(d) removing or replacing any Substitute behaving unlawfully or unreasonably;
	(k) the Trust may contact clients after a visit to gather internal feedback on value for money, reliability, and satisfaction (it being accepted that such feedback will not be made public and will be used solely to monitor and improve the DHBT Academy).		(e) promptly providing requested information or documentation related to the Support Activities, Deliverables other Works, Trust's Business, or the Contract;
2.2	The Trust can replace a Panel Member at any time, for any lawful reason, concerning any consultation or site visit for any Client.		(f) sharing best practices;
2.3	The Panel Member must disclose any actual or potential conflicts of interest to the Trust and avoid bias in all Support Activities.	2.7	The Panel Member may from time to time be required to provide Support Activities outside of typical business hours and/or any Business Day without any fees, charges or expenses.
		2.8	If the Panel Member or any Substitute uses any third-party owned/held premises, equipment, facilities, documentation or Support Activities (each a "Third Party Item") to produce any Works ultimately for the Trust under the Contract, the Panel Member will ensure that:
			(a) they have the right to use these Third Party Item for the Works;

	(b)	the third-party owner won't have any rights in the Works that would hinder the Trust's ownership, use or commercial exploitation of the same;	2.11	The Panel Member will promptly inform the Trust of any new Inventions or Business Opportunities.
	(c)	the third-party owner won't make any claims about the Panel Member's Background IPR, New IPR, Works, or the Trust's revenue, profits or other benefits of any kind; and	2.12	The Panel Member acknowledges that Trust Property belongs to the Trust, and nothing in the Contract transfers Trust Property to the Panel Member or any Substitute. The Panel Member must also ensure the protection of Trust Property from theft, loss, destructions, damage, corruption, deletion or other form of harm.
	(d)	the Panel Member will defend, indemnify and hold harmless the Trust in full, on demand and without delay for all Losses suffered, sustained or incurred by the Trust to the extent caused by, made worse by, arising from or connected to the Panel Member not complying with Rule 2.5.	2.13	As a primary obligation/responsibility, and without prejudice to the Trust's other rights and remedies of any kind, the Panel Member will: (a) notify the Trust promptly in writing of any financial or other benefits it receives or is going to receive from third parties related to Confidential Information, IPR, Works, Inventions, Business Opportunities or Trust Property (a "Relevant Commercial Benefit"). (b) share with the Trust, promptly on request, all necessary information and documentation to calculate the Relevant Commercial Benefit; and (c) if required by the Trust, pay the Trust within 7 days of becoming entitled to a Relevant Commercial Benefit, an amount equal to the higher of £500 or 50% of the Relevant Commercial Benefit.
2.9		If the Panel Member or any of its Substitutes is employed or engaged by any third-party employer, customer or client in any Capacity whilst the Panel Member is providing Support Activities under the Contract (each a "Third Party Employer"), the Panel Member will ensure that: (a) they can provide the Support Activities, Works or Inventions to the Trust without any restrictions from the Third Party Employer; (b) they don't use the equipment, resources or facilities of the Third Party Employer for the Support Activities, Works, Inventions or Business Opportunities; (c) the Third Party Employer won't have or claim any ownership or other rights in the Works, Inventions or Business Opportunities (or the Trust's revenue, claim ownership, revenue, profits or other commercial benefits related to or derived from any such Works, Inventions or Business Opportunities); and (d) the Panel Member will defend, indemnify and hold harmless the Trust in full, on demand and without delay for all Losses suffered, sustained or incurred by the Trust to the extent caused by, made worse by, arising from or connected to the Panel Member not complying with Rule 2.6.		
2.10		The Panel Member must provide the Trust with requested information and documents for monitoring, verification or auditing any issue concerning the Contract, within 5 days of a written request made at any time: (i) during the Contract Period, or (ii) within 7 years after the Contract ends. This information must be accurate and complete.		
			3	PANEL MEMBER STATUS
			3.1	Nothing in the Contract is intended to create any employment, agency, partnership, joint venture or consultancy relationship between DHBT and the Panel Member.
			3.2	The Panel Member agrees that the Panel Member is an independent volunteer contractor for the purposes of the Membership, Support Activities and Contract.
			3.3	The Panel Member will not claim that the Panel Member or any other Supply Chain Person is an employee, worker, agent, or partner of the Trust.
			3.4	The Panel Member expressly waives any right to assert, and shall ensure that all Supply Chain Persons waive, any claim(s) to employment status, worker rights, or entitlement to benefits arising from or related to the Trust's employment policies or statutory schemes.
			3.5	The Panel Member can engage in other business or commercial activities if it doesn't breach the Contract.

- 5.3 The Panel Member owns the Panel Member Background IPR, and any Panel Member Background IPR in or concerning any Works will be deemed to be licenced (on a royalty free, non-exclusive, perpetual, irrevocable and worldwide basis) to the Trust for use concerning the Trust's business and affairs – in each case including the right to sub-licence, modify, update or upgrade the same for any products, Support Activities, documentation, materials, activities or affairs of the Trust without the Panel Member's consent).
- 5.4 All New IPR produced by or acquired by the Panel Member in any way concerning any Support Activity, Works, Deliverables or this Contract belongs to the Trust with full title guarantee and free of Encumbrances from the Vesting Time.
- 5.5 The Panel Member will ensure that:
- (a) no third-party IPR is in the Deliverables or other Works (or Inventions) without the Trust's express written prior approval; and
 - (b) all moral rights under Copyright, Designs and Patents Act 1988 or otherwise concerning New IPR are waived from the Vesting Time.
- 5.6 The Panel Member will ensure that Panel Member Background IPR, New IPR, Deliverables and other Works and Inventions won't infringe any third-party IPR when provided to (or later used by) the Trust.
- 5.7 The Panel Member will defend, indemnify and hold harmless the Trust in full, on demand and without delay for all Losses suffered, sustained or incurred by the Trust to the extent caused by, made worse by, arising from or connected to:
- (a) any assertion, allegation or claim made against the Trust concerning infringement of a third party's IPR arising out of or in connection with the Trust's receipt or use of the Panel Member Background IPR, New IPR, Deliverables or other Works or Inventions;
 - (b) the Panel Member's non-compliance with Rule 5 above; or
 - (c) any combination of any of the above.
- 6 CONFIDENTIALITY**
- 6.1 Subject to Rule 6.2, the Panel Member will ensure that the Confidential Information of the Trust or any Affiliate of the Trust will, for the Confidentiality Period:
- (a) only be used by the Panel Member and its Substitutes for the purpose of the Contract, professional advice concerning the Contract, or compliance/enforcement of the Contract;
 - (b) not be commercially exploited (for revenue or other gain) without a further express written agreement between the parties (whether or not involving other parties);
 - (c) not be disclosed by the Panel Member to third parties except to the extent required by applicable laws; and
 - (d) be protected by reasonable security steps and precautions (to be at least the same as the Panel Member's steps and precautions for its own information) against unauthorised access, any dissemination, or other disclosure.
- 6.2 The Panel Member may disclose the Confidential Information within the scope of Rule 6.1 above to the extent that:
- (a) the disclosure is expressly permitted by the Trust in writing;
 - (b) the disclosure is required by a binding court order and/or any mandatory obligation under the law (in each case to the minimum extent required by law and provided that the party being obliged to make the disclosure takes all legally permitted steps that are reasonable to give the Trust or any Affiliate of the Trust sufficient prior notice in order to contest such requirement or order);
 - (c) the third party is a Substitute of the Panel Member and needs to know the Confidential Information for the Contract and/or to advise on the Contract or anything concerning the Contract (in each case provided that prior to the disclosure of any part of the Confidential Information to such a third party: (i) that third party is made aware that the same is confidential and that they owe a duty of confidence and care to the party to whom the Confidential Information belongs or relates to, and (ii) that third party is or becomes effectively bound by contractual or other obligations at least as robust as those contained in Rule 6.2;
 - (d) the disclosure is of information falling into any of the following categories:

	(i)	information that was already lawfully known to the Panel Member without any obligation to keep it confidential;		(e)	certify in writing to the Company that the above measures have been implemented.
	(ii)	immediately before receipt of the information by the Panel Member, the information was (or subsequently becomes) generally known or available to the public without breach of the Contract by, with or for the Panel Member and/or any of its Substitutes;	6.4		The Panel Member will defend, indemnify and hold harmless the Trust in full, on demand and without delay for all Losses suffered, sustained or incurred by the Trust to the extent caused by, made worse by, arising from or connected to the Panel Member's non-compliance with Rule 6.
	(iii)	the information was independently developed by the Panel Member without it in any way being acquired, copied or derived from any information, data or intellectual property rights of or from the Trust or any Affiliate of the Trust;	7		DATA PROTECTION
	(iv)	the information is designated and/or treated by mandatory requirements of the law as non-confidential, despite the terms and conditions of the Contract;	7.1		Expressions used in this Rule:
	(v)	the disclosure takes place after the expiry of the Confidentiality Period; or		(a)	"Data Protection Legislation" means all the data protection and privacy laws in the UK - including (i) the Data Protection Act 2018 (" DPA 2018 ") (and regulations made thereunder), (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (" UK GDPR "), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
	(vi)	any combination of any of the above applies.		(b)	"Controller", "Data", "Data Subject", "Personal Data" and "Processor" respectively have the meanings given under the Data Protection Legislation.
6.3		The Panel Member will, within 7 (seven) days of first written request (without prejudice to rights on termination of the Contract):		(c)	"Reportable Breach" means any unauthorised or unlawful processing, disclosure, access to, or accidental loss, destruction, alteration, or corruption of Personal Data (whether or not a cyber-crime is involved).
	(a)	return to the Trust all documents, computer disks and other materials supplied by the Trust or any Affiliate of the Trust, in each case containing Confidential Information;	7.2		Each party will comply with its own applicable obligations under the Data Protection Legislation.
	(b)	deliver to the Trust all physical materials (in the possession, custody or control of the Panel Member or any Affiliate of the Panel Member) containing Confidential Information;	7.3		The Panel Member is the Processor (and the Trust the Controller) for Personal Data covered by the Data Protection Protocol section in Schedule 1.
	(c)	as an alternative to requirements under Rules 6.3(a). and 6.3(b), if so requested in writing by the Trust, destroy all such materials or permanently delete the Confidential Information in them;	7.4		To the extent that the Panel Member processes Personal Data for or on behalf of the Trust, the Panel Member will:
	(d)	permanently erase all electronic media containing Confidential Information; and		(a)	be the Processor (and the Trust will be the Controller) for that Personal Data, without prejudice to Rule 7.3 above;
				(b)	follow the Trusts instructions concerning such Personal Data;
				(c)	ensure that the appropriate technical and organisational measures and systems are in place to prevent the occurrence of a Reportable Breach (and to protect against the harm that might result from incidents or events within the scope of a Reportable Breach), in each case appropriate to the nature of the data to be protected, having regard to the state of

technological development and the cost of implementing any measures;

- (d) promptly (within a maximum time limit of 48 hours) notify the Trust of a Reportable Breach after becoming aware of it;
- (e) promptly provide information, documentation or co-operation required by the Trust for compliance with Data Protection Legislation or to deal with and otherwise settle requests, allegations, complaints or claims from any Data Subject;
- (f) not negotiate with, settle or otherwise communicate with any Data Subject concerning a Reportable Breach without the Trust's express prior consent;
- (g) promptly provide the Controller with such information as it requires to be able to demonstrate compliance with the Data Protection Legislation and allow for audits and inspections of the facilities used by the Processor to process the Personal Data; and
- (h) in any event, process the Personal Data in accordance with the Data Protection Protocol section in Schedule 1 or the law.

7.5 Personal Data will only be transferred outside the UK with the express prior written consent of the Trust and in accordance with Data Protection Legislation.

7.6 When the Panel Member wants to allow a third party (**sub-processor**) to handle Personal Data:

- (a) the Trust must give written consent beforehand, or the sub-processor must be mentioned in the Data Protection Protocol section of Schedule 1.
- (b) the Panel Member and the sub-processor must have a written contract with data protection terms similar to those in the Contract, especially concerning data security measure (if requested, the Trust should receive relevant parts of such contracts);
- (c) the Panel Member must maintain control over all the Personal Data given to the sub-processor; and
- (d) the sub-processor's contract automatically ends when this Contract terminates, for any reason.

7.7 The Panel Member will defend, indemnify and hold harmless the Trust in full, on demand and without delay for all Losses suffered, sustained or incurred by the Trust to the extent caused by, made worse by, arising from or connected to any breach of the Data Protection

Legislation or non-compliance with Rule 7 by the Panel Member or a sub-processor engaged by the Panel Member.

8 BUSINESS INTEREST PROTECTION

8.1 Staff

- (a) A "**Protected Person**" is any firm, company or person:
 - (i) employed or engaged by the Trust or any Affiliate of the Trust for the Trust's business, operations and affairs during the Contract Period as a principal, agent, employee, independent contractor or in any other form of employment or engagement; and
 - (ii) who could materially damage the interests of the Trust or any Affiliate of the Trust if they were involved in any role or capacity in any business concern which competes with the business of the Trust.
- (b) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:
 - the Panel Member and/or any Affiliate of the Panel Member will not,
 - without the express prior written consent of the Trust,
 - at any time during the Contract Period and/or at any time in the 12 months thereafter,
 - in any role or capacity,
 - for the commercial benefit of anyone other than the Trust,
 - solicit or entice way (or attempt to solicit or entice away) any Protected Person from the employment or service of the Trust or any Affiliate of the Trust (except through a national advertising campaign open to all possible applicants and not specifically

targeting such Protected Person).

- (c) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time during the Contract Period and/or at any time in the 12 months thereafter,
- in any role or capacity,
- for the commercial benefit of anyone other than the Trust,
- employ or engage or otherwise facilitate the employment or engagement of any Protected Person.

8.2 Client

- (a) A “**Protected Client**” is any firm, company or person who is or has been at any time during the immediately preceding 12 (twelve) months an Enquirer, Client or customer of, or in the habit of receiving services from, the Trust or any Affiliate of the Trust for any of the Trust’s products and/or services.

- (b) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time during the Contract Period and/or at any time in the 12 months thereafter,
- in any role or capacity,

- for the commercial benefit of anyone other than the Trust,
- solicit or entice away (or attempt to solicit or entice away) the business or custom of any Protected Client from the Trust or any Affiliate of the Trust.

- (c) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time during the Contract Period and/or at any time in the 12 months thereafter,
- in any role or capacity,
- for the commercial benefit of anyone other than the Trust,
- be involved with the provision of goods or services to any Protected Client that can reasonably be considered to be alternative, replacement or otherwise competitive goods or services to the goods or services supplied by the Trust or any Affiliate of the Trust.

8.3

Referrer

- (a) A “**Protected Referrer**” is any firm, company or person who is or has been at any time during the immediately preceding 12 (twelve) months a referrer or introducer of Enquiries, Clients or prospective Client to the Trust or any Affiliate of the Trust for any of the Trust’s products and/or Support Activities.

- (b) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time during the Contract Period and/or at any time in the 12 months thereafter,
- in any role or capacity,
- for the commercial benefit of anyone other than the Trust,
- have any business dealings with, or solicit or entice away (or attempt to solicit or entice away), a Protected Referrer,
- if such dealing, solicitation or enticement causes or is reasonably likely to cause such Protected Referrer to cease supplying, or to reduce its supply of referrals or introductions to, the Trust or any Affiliate of the Trust, or to vary adversely the terms upon which it conducts business with the Trust or any Affiliate of the Trust.

8.5

Other

- (a) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time during the Contract Period and/or at any time in the 12 months thereafter,
- in any role or capacity;
- carry on, or be engaged, concerned or interested in, or assist in any way,
- in any business concern which is (or intends to be) in competition with the business of the Trust or any Affiliate of the Trust in any territory in the world that the Trust or any Affiliate of the Trust is known (or could reasonably be concluded by the Panel Member) to have any Material business operations for the supply of goods or services.

8.4

Suppliers

- (a) A “**Protected Supplier**” is any firm, company or person who is or has been at any time during the immediately preceding 12 (twelve) months a supplier of goods or services of any kind to the Trust or any Affiliate of the Trust.
- (b) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:
- the Panel Member and/or any Affiliate of the Panel Member will not,
 - without the express prior written consent of the Trust,
 - at any time during the Contract Period and/or at any time in the 12 months thereafter,
 - in any role or capacity,

- (b) To protect the legitimate business interests of the Trust and each Affiliate

of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time of after the Contract Period,
- in any role or capacity,
- for the commercial benefit of anyone other than the Trust,
- represent itself as connected or associated with the Trust or any Affiliate of the Trust or use any registered names or trading names or domain names, designs or logos associated with the Trust any Affiliate of the Trust or which, in the reasonable opinion of the Trust, are capable of confusion with such names, designs or logos.

(c) To protect the legitimate business interests of the Trust and each Affiliate of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time of after the Contract Period,
- in any role or capacity,
- for the commercial benefit of anyone other than the Trust,
- say anything which may be harmful to the reputation of the business of the Trust or any Affiliate of the Trust, whether defamatory or otherwise.

(d) To protect the legitimate business interests of the Trust and each Affiliate

of the Trust, the Panel Member covenants with (and separately undertakes and represents to) the Trust (with the Trust acting for itself and on behalf of each Affiliate of the Trust), THAT:

- the Panel Member and/or any Affiliate of the Panel Member will not,
- without the express prior written consent of the Trust,
- at any time during or after the Contract Period,
- in any role or capacity,
- for the commercial benefit of anyone other than the Trust,
- do any of the following:

(A) pursue any project of the Trust or any Affiliate of the Trust ("**Project**") or any substitute project involving the same clients, customers or commercial partners or the same or substantially similar resources, technology or work product ("**Substitute Project**")

(B) induce, solicit, procure or otherwise encourage any third party to pursue the Project or any Substitute Project;

(C) seek, encourage or respond to any approach from any third party to pursue the Project or any Substitute Project; or

(D) do any combination of any of the above.

(e) The Panel Member will procure that its Substitutes (and all other officers, employees, agents, advisers and other representatives, and each Affiliate of the Panel Member and their respective officers, employees, agents, advisers and other representatives) comply with clause 8 as if they were the Panel Member.

(f)	The above terms of Rule 8 are intended for the benefit of, and shall be enforceable to the fullest extent permitted by law, by each of the Trust and each Affiliate of the Trust and shall apply to actions carried out by the Panel Member (or any Affiliate of the Trust) in any role or capacity (including as shareholder, partner, director, principal, Panel Member, officer, agent or otherwise) and whether directly or indirectly, on its own behalf or on behalf of, or jointly with, any other person.	9.2	Each party (a “ Complainant ”) will notify the other party of any Concern as soon as reasonably practicable after becoming aware of the Concern.
(g)	Nothing in Rule 8 will prevent the Panel Member (or any Affiliate of the Panel Member) from holding for investment purposes only: ▪ units of any authorised unit trust; or ▪ not more than 5% (five percent) of any class of shares or securities of any company traded on a recognised investment exchange (within the meaning of the Financial Support Activities and Markets Act 2000).	9.3	The parties will fully co-operate with each other (and act in good faith) in respect of each Concern, to reach a reasonable solution in a time and cost-efficient manner, taking into account the terms of the Contract. This includes, without limitation, the parties co-operating on a reasonable level of investigation and information sharing.
(h)	Each of the covenants, undertakings and representations in Rule 8 is a separate covenant, undertaking and representation by the Panel Member and shall be enforceable by the Trust or any Affiliate of the Trust separately and independently of their right to enforce any one or more of the other covenants, undertakings and representations contained in this Rule.	10	LIABILITY
8.6	The Panel Member will defend, indemnify and hold harmless the Trust in full, on demand and without delay for all Losses suffered, sustained or incurred by the Trust or any Affiliate of the Trust to the extent caused by, made worse by, arising from or connected to the Panel Member’s non-compliance with Rule 8.	10.1	Nothing in the Contract will operate or be interpreted to exclude or limit: (a) any party’s liability for fraud, death or personal injury caused by negligence or any other matter for which liability cannot be excluded or limited by law; (b) the Panel Member’s liability for wilful default or gross negligence; (c) the Panel Member’s liability for any IPR, confidentiality or data protection related breaches under (or non-compliance with) the law or the terms of the Contract; or (d) the Panel Member’s liability for any indemnity-based compensation under the Contract.
9	CONCERNS	11	TERMINATION
Subject to invoice dispute measures stated in the Invoice Payment Rules:		11.1	The Contract will automatically expire at the end of the Contract Period unless extended by the parties in writing prior to such expiry.
9.1	A “ Concern ” is any grievance, complaint, concern, or dispute whatsoever concerning or arising from the Contract (to include, but not limited, concerning, or arising from the conduct or performance of any party or any of its Affiliates).	11.2	The Trust may terminate the Contract for convenience (without having to prove fault) by giving written notice of at least 60 days duration. The Panel Member may terminate the Contract for convenience (without having to prove fault) by giving written notice to of at least 60 days duration.
		11.3	The Trust may terminate the Contract with immediate effect at any time after a Force Majeure Event lasting longer than 30 days.
		11.4	A party may (but is not obliged to) terminate the Contract immediately by notice if any of the following events occurs in respect of the other party (the “ Defaulting Party ”): (a) the Defaulting Party commits a Material or repudiatory breach, and that breach remains unremedied in all Material

	respects for at least 10 (ten) Business Days;		whether such transfer is required by law or otherwise.
	(b) in the case of the Panel Member as a Defaulting Party: (i) the Panel Member dies, becomes insolvent, becomes bankrupt, or (ii) the Panel Member enters into a coma or becomes mentality incapacitated under the law for any 30 (thirty) days in any rolling 40 (forty) days period; and	12	NOTICES
	(c) in the case of the Trust being the Defaulting Party: (i) it becomes insolvent under the law, (ii) it enters into any administration, liquidation or other similar formal insolvency process, or (iii) it enters into any winding up, strike off or similar formal dissolution/closure process.	12.1	The parties will keep each other informed of their respective contact details.
11.5	Termination of the Contract is without prejudice to accrued rights and remedies.	12.2	Any notice given under the Contract must be in writing and in the English language.
11.6	Rule 1, all indemnity Rules, Rules 5, 6, 7, 8, 9, 10, 11.5, 11.6, 11.7, 12 and 13 will survive termination of the Contract. Any other part of the Contract that expressly or by implication is intended to apply for the period after termination of the Contract will continue to apply after such termination. All terms of the Contract necessary for the interpretation or application of Rules 11.5, 11.6 or 11.7 will continue to apply after such termination.	12.3	Each notice must be served by prepaid first-class post, by email or by hand delivery to the latest postal address (to be the registered address if the intended recipient is a company) or email address of the intended recipient.
11.7	Subject to Rules 7, 11.5 and 11.6, at termination:	12.4	Each notice will be deemed served seventy-two (72) hours after dispatch (if posted), one (1) hour after confirmed dispatch (if emailed by 4 pm on a Business Day), by 9 am on the Business Day after confirmed dispatch (if emailed after 4 pm on a Business Day or emailed at any time on any other day) and immediately (if delivered by hand).
	(a) the Membership permanently ceases;	13	GENERAL MATTERS
	(b) all appointments, licences, and authorities (express or implied) under the Contract will permanently cease for the period after the termination;	13.1	English and Welsh laws govern this Contract in all respects.
	(c) each party will promptly return all items (to include, but not limited to, hard copies of Confidential Information) belonging to the other party;	13.2	English and Welsh courts have exclusive jurisdiction for all disputes and litigation related to this Contract.
	(d) each party will permanently delete all digital forms of Confidential Information; and	13.3	Each party affirms that it:
	(e) the Panel Member will defend, indemnify and hold harmless the Trust in full, on demand and without delay for all Losses suffered, sustained or incurred by the Trust to the extent caused by, made worse by, arising from or connected to any potential transfer of employees under the Transfer of Undertakings (Protection of Employment) Regulations 2006, including any obligations related to the transfer of employment rights and benefits to the Trust or any other party,		(a) has had the opportunity to seek independent legal and other professional advice to assess entering this Contract;
			(b) has the necessary rights, powers, licenses, accreditations, and legal capacity to enter into and comply with this Contract; and
			(c) will ensure prompt execution of documents and performance of necessary actions by that party and/or its related third parties to fully apply and enforce this Contract.
		13.4	Subject to Rule 10.1, this Contract is the only agreement, arrangement, understanding and commitment between the parties concerning its subject matter, excluding all pre-contractual statements not expressly included in writing in the Contract.
		13.5	All parties must agree in writing to change this Contract.

13.6	A person who is not a party to this Contract (other than any Affiliate of the Trust) has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that legislation.	13.13	Regarding interpretation:
13.7	The parties deem this Contract to be fair and reasonable, and intend its full enforceability. If any part is invalid: (i) the parties will collaborate to modify (or, as a last resort, remove) that part while preserving the parties' commercial intent, and (ii) the remainder of the Contract remains valid and enforceable.	(a)	If any part of the Contract is translated into another language, the original English text will be the one that matters.
13.8	Granting time or delaying enforcement doesn't waive rights or remedies. Waivers must be written to be valid.	(b)	Phrases like "including," "include," "in particular," or similar ones are examples and don't limit what comes before them.
13.9	Each party's rights and remedies apply independently without prejudice to each other. Rights and remedies under this Contract are cumulative and repeatable.	(c)	Headings and sub-headings are just for organisation, they are not relevant for the Contract's meaning.
13.10	The parties acknowledge that damages will or may not be an adequate remedy for every breach of the Contract and that an aggrieved party will be entitled to an injunction, restraining order, or other equitable relief, restraining the other party from committing or continuing to commit any breach or threatened breach of the obligations under the Contract. Each party agrees that proof will not be required that monetary damages for breach or threatened breach of the obligations would be difficult to calculate or otherwise that remedies at law would be inadequate.	(d)	Singular words include the plural, and vice versa.
13.11	Rights or remedies cannot be assigned without the express prior written consent of all the parties.	(e)	References to gender include all genders and entities without a gender.
13.12	Any purported representation, promise, concession, settlement, consent, approval, authority, or agreement of any kind in any way about or arising from the Contract, for and on behalf of the Trust, will only be valid and binding on that party if: (1) recorded expressly in writing in the Contract; or (2) given or approved expressly in writing by (or in accordance with the express written authority of) a registered director of that party or an employee of that party that can reasonably be considered as having express authority to bind that party in the applicable context.	(f)	"writing" or "written" means something in printed (hard copy) document or dispatched email form.
		(g)	"person" covers a natural person, body corporate or unincorporated body, association, organisation, society, agency, office, or department (whether or not having a separate legal personality).
		(h)	When a document is mentioned by name or otherwise, we mean it as it exists at the applicable time inclusive of all changes and updates.
		(i)	"shall" or "will" mean the same as "must."
		(j)	When any legislation is mentioned, the then current version applies including any changes, updates or replacements (as well as subordinate legislations).
		(k)	Each of the Trust's rights or remedies under the Contract do not block, restrict or otherwise prejudice or harm the Trust's other rights and remedies.