

India Digital Ambassador Scholarship Agreement

This Agreement is entered into on

2020

BETWEEN

A) The University of Exeter (RC000653) with its principal administrative office at Northcote House, The Queen's Drive, Exeter, EX4 4QJ ("**the University**"); and

B) XXXXXX ("**the Winner**" or "**You**", and "**Your**" shall be construed accordingly)

1. Term and Purpose of the Scholarship

The purpose of the Scholarship is for the winner of the India Vlogger Scholarship Competition ("**the Competition**") to continue to produce vlogs and other social media content for and as agreed with the University, to be used on the University's India social media platforms, being an authentic representation of student life at the University, delivered in such a way to appeal to potential Indian students ("**the Material**").

You have been selected as the winner of the Competition and You are therefore entitled to (i) a one off £10,000 tuition fee scholarshipⁱ for the first year of study at the University ("**the Scholarship**") as well as (ii) the role of the University's India Student Vlogger, creating vlogs about University life at Exeter (both parts (i) and (ii) comprising "**the Prize**").

The Scholarship will run from the 21 September 2020 until the 30 August 2021, and shall be subject to the following terms and conditions in consideration of the Prize and each party's obligations to the other party under this Agreement.

2. Intellectual Property

"**Your IP**" in this agreement means the intellectual property rights ("**IP**") which subsist in the Material that You create, including any copyright, database rights, design rights, patents and applications or rights to apply for such rights and know-how existing in any part of the world.

"**Your Performer's Rights**" in this agreement means the rights of performance that You own by virtue of being a performer of qualifying performance(s) as set out in Part II of the Copyright, Designs and Patents Act 1988 as amended from time to time, which subsist in the Material.

Under the terms and conditions of the India Vlogger Scholarship Competition ("**Competition Terms**"), which You accepted on entering the Competition, You agreed that Your receipt of the Prize would be conditional upon Your agreeing that the University will own Your IP and that You grant a licence to the University to use Your Performer's Rights.

This clause 2 will survive termination of this Agreement by expiry or otherwise.

(a) Licence to use the Winner's Competition Vlog

In consideration of receiving the Prize, You hereby grant to the University a non-exclusive, royalty-free, worldwide, perpetual and irrevocable licence to use the copyright and any other intellectual property right and performer's rights subsisting in the Winner's Competition vlog (as defined in the Competition Terms) for the purposes of publishing, displaying, disseminating and generally making it available to the public in any format and on any platform.

(b) Assignment of Your IP

The University will own all intellectual property rights subsisting in Your IP. In consideration of receiving the Prize, and to the extent that any of Your IP is capable of prospective assignment, You now assign such of Your IP to the University; and to the extent any of Your IP cannot prospectively be assigned, You will assign such of Your IP to the University as and when it is created, at the request of the University. You also agree, at the University's expense, to take any action and execute any document reasonably required by the University to give effect to any of its rights under this Agreement.

You hereby waive all moral rights to which You may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time in respect of the Material.

The University hereby grants You a non-exclusive, royalty-free licence, without the right to sub-license, to use the Material and Your IP for the following uses:

- (i) any employability purpose, such as inclusion within any portfolio; and
- (ii) for posting on any personal social media account, providing such publication is first approved by Your Mentor (defined below).

Except as reasonably required by You and as confirmed with Your Mentor, and only until termination of this Agreement, to create the Material, Your use of University owned IP requires the University's express written permission. The University may withdraw this permission if You do anything which in the University's reasonable opinion adversely impacts on the University. No licence to use University IP is to be implied and no warranties are given in relation to any IP provided by the University to You.

(c) Licence of Your Performer's Rights

In consideration of receiving the Prize, You hereby grant to the University a non-exclusive, royalty-free, worldwide, perpetual and irrevocable licence to use Your Performer's Rights for the purposes of publishing, displaying, disseminating and generally making the Material available to the public in any format and on any platform.

(d) Warranties and Disclaimers

You warrant that:

- (i) Your IP is Your original work and that You have not transferred ownership or exclusively licensed any of Your IP to a third party;
- (ii) to the best of Your knowledge and belief, Your IP does not and will not infringe any third party's IP, other proprietary rights or rights of publicity or privacy and You will notify us as soon as possible if You become aware of any claim of any alleged or actual infringement;
- (iii) Your IP does not and will not contain third party confidential information which You do not have permission to disclose, is not and will not be defamatory, libellous, unlawfully threatening or unlawfully harassing.

3. The University's obligations

In accordance with the Competition Terms, You will receive from the University a discount of £10,000 on the international students' tuition fee charge in relation to Your undergraduate course of study starting September 2020.

(a) Mentoring

The University will assign You a mentor from the Communications and Marketing Team ("**Mentor**") who will be Your point of contact for the duration of the Scholarship. This member of staff will help You develop the Material and provide You with guidance and support in the creation of the Material. They will not provide You with any technical support.

(b) Induction

The University will ensure that You receive a suitable induction into Your role as the India Digital Ambassador, including the details of the role and the levels of Material creation expected, as well as any training on the use of software packages that maybe available to You through the University or open access.

(c) Granting You a licence back to the Material

The University grants You a licence, without the right to sub-license to the Material You produce for the duration of this Scholarship for:

- (i) any employability purpose, such as inclusion within any portfolio; and
- (ii) for posting on any personal social media account, providing such publication is first approved by Your Mentor.

4. Your Obligations

You understand and acknowledge that You remain liable for all of the outstanding tuition fees not covered by the Prize, as well as all accommodation, maintenance and other related expenditure You incur whilst studying at the University. After the first year of study, You will be liable for the full international student fee for each academic year remaining of Your undergraduate course of study.

The University expects the following from You for the duration of this Scholarship:

- a) To produce content that is an authentic portrait of student life at the University, within the confines of this content not in any way bringing the University into disrepute, or causing harm to the University reputation.
- b) To engage with Your Mentor to ensure that You are getting the correct level of support and development as part of this role.
- c) To agree with Your Mentor deadlines for the production of content, that are not in conflict with Your academic studies. The University has the expectation that You will spend approximately 2 hours a week on Scholarship work and deliver 2 pieces of Material a month to the deadlines agreed with Your Mentor.
- d) To have all necessary hardware and software to enable You to deliver the content required as part of this Scholarship.
- e) To not post any content to Your own Social media, developed as part of the Scholarship without first receiving the consent of Your Mentor, as outline above, such a publication being a breach of this agreement.

5. Confidential Information

You hereby agree to keep all confidential information which You receive or generate in connection with or arising out of the Scholarship, (“**Confidential Information**”) secret and confidential. You promise not to disclose it to anyone else, except to another person who is involved in the Scholarship and who has given an equivalent undertaking of confidentiality. Your obligation of confidentiality does not apply to Confidential Information which is public knowledge, unless it has become public because You have disclosed it. You may also disclose Confidential Information to the extent You have to do so by law, or with the consent of the discloser of the Confidential Information. These confidentiality obligations shall continue in effect during and for 5 years after the end of this Agreement.

6. Limits to our Liability

The University will not in relation to this Agreement exclude or restrict its liability for claims for death or personal injury. Apart from that, the University’s entire liability arising out of this Agreement shall not exceed £10,000 (GBP).

In relation to this Agreement while You may be entitled to claim from the University any direct loss you suffer due to us breaking a key term of this agreement, we hereby exclude the right to claim for indirect and consequential loss of any kind, arising out of any breach of this Agreement (including, for example, loss of profits, loss of opportunity, anticipated savings or anticipated business improvements).

7. Termination

If either party should commit a material breach of this Agreement, and also shall fail to remedy such breach, if remediable, within thirty (30) days after the receipt of written notice to remedy, from the other party, that other party may, at its option and in addition to any other remedies which it may have, terminate this Agreement by sending notice of termination in writing to the defaulting party to such effect. Such termination shall be effective as of the date of the receipt of such notice.

8. General

You agree that the prize covers all of the compensation and remuneration that is due under this agreement to You and for the avoidance of all doubt, no fee other than the prize will be paid in respect of any material produced under this agreement.

You agree that any variation of this agreement shall only be effective and valid if it is in writing and signed by both You and the University (or an authorised representative of the University).

If, at any stage, after signing this agreement, You are unhappy with or are concerned that the terms of this agreement may not have been followed, please raise the matter informally in the first instance with Your Mentor to seek to resolve any issues. If after notifying Your Mentor, You are still dissatisfied with the outcome, please raise the matter formally, by sending Your concerns in writing to Polly Lu, Head of International Student Recruitment. We hope that such escalation will not be necessary as the University will endeavour wherever possible to amicably resolve any issues with You which may arise over the course of the Scholarship.

Please note that any legal issues arising in connection with the subject matter of this Agreement will be governed by and interpreted in accordance with English law. You and the University submit to the exclusive jurisdiction of any competent court in England.

ⁱ If you choose to pay your tuition fees in instalments, the award will be deducted from the total first year tuition fee and the remaining balance split accordingly. You cannot usually receive more than one scholarship from the University of Exeter. If you defer your offer or change fee status then your scholarship offer will be invalidated. In the event that you withdraw or interrupt your studies post enrolment then the University Finance regulations at that date will apply as regards any repayment or other requirements: <http://www.exeter.ac.uk/students/finance/studentfinanceregulations/>