# Dated

# 13th June 2023

# Santander UK plc

**and**

**University of Leeds**

### Scholarship Donation and Co-operation Agreement

**THIS AGREEMENT** is made on 13th June 2023

**BETWEEN:**

1 **Santander UK plc** (a company registered in England and Wales under number 2294747) whose registered office is at 2 Triton Square, Regent’s Place, London NW1 3AN (“**Santander UK**” or “**Santander**”) and

2 (“**the University**”) with its registered address located at University of Leeds, Marjorie and Arnold Ziff Building, Leeds, LS2 9JT

Each a “party” or “Party” (and “parties” or “Parties” shall be interpreted accordingly)

**WHEREAS:**

(1) Santander UK is a financial services institution, which is part of the international banking group, Banco Santander S.A., and which wishes to encourage the development of higher education in the UK by offering Scholarship Donation and other agreed services to selected universities.

(2) The University wishes to obtain the benefit of the Scholarship Donation and other services from Santander UK for the benefit of its students, employees and other agreed persons.

(3) Both parties agree that in addition to the provision of the Scholarship Donation they wish to hold meaningful discussions in relation to other projects that they could jointly undertake.

(4) Santander UK agrees to provide the Scholarship Donation upon the terms and conditions set in this Agreement.

**NOW IT IS AGREED AS FOLLOWS:**

**1 Definitions and Interpretation**

In this Agreement, the following expressions shall, save where the context otherwise requires, have the following meanings:

"**Agreement**" means this Agreement between the parties (including any Project Statement of Work signed by the parties pursuant to this Agreement) as each of the same may be amended, modified or supplemented from time to time in accordance with its provisions.

“**Annual Review**” means Santander UK’s right to carry out a review and request from the University any Records on a yearly basis, including but not limited, for the purpose of assessing the University’s compliance with the terms and conditions under this Agreement and the provision of the Scholarship Donation, Services and/or Project (if any).

"**Commencement Date**" means the date specified in Schedule 1.

“**Data Protection Laws**” means all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and all other applicable laws and regulatory requirements in force from time to time which may apply to the use and/or processing of personal data (including the privacy of electronic communications) applicable to the University or Santander in connection with the Personal Data; and the guidance and codes of practice issued by the Information Commissioner or any other relevant data protection authority or regulator as may be applicable.

Any reference in this Agreement to “data controller”, “data processor”, “data subjects”, “personal data” and “processing” shall have the meaning set out in and will be interpreted in accordance with the Data Protection Laws.

**“Education Support”** means an area of support focused on developing a fair, sustainable and transformative educational landscape within the UK

“**Entrepreneurship Support**” means activities that support student and/or graduate entrepreneurship/enterprise.

**“Employee”** means employees, consultants and other persons employed or deemed to be employed by the University.

**“Employability Support”** means an area of support focused on ensuring students leave university prepared for the world of work and add value to businesses across the UK

**“Intellectual Property Rights”** means patents, trademarks, service marks, design rights, database rights, any applications for the foregoing, copyright, know-how, confidential information (including but without limitation the database rights in any database) and any other intellectual property rights (whether registrable or not) in any country.

**“Personal Data”** means personal data (as defined under the definition of “Data Protection Laws”) processed by the parties pursuant to the terms of this Agreement (including any Project Statement of Work).

**“Project”** means a project in which Santander UK and the University wish to co-operate, details of which are set out in the applicable Project Statement of Work.

“**Project Statement of Work**” means any agreement made pursuant to this Agreement setting out the terms and conditions which apply to any additional donation, funding and/or Project not included in Schedule 2, as described in a Project Statement of Work signed by the parties under the terms of this Agreement and substantially in the same form as set out in Schedule 3, or as identified as incorporating the terms of this Agreement and expressly being referred to as a Project Statement of Work and signed by both parties.

**“Records”** means, any financial and other records, information or documentation relating to the provision of the Scholarship Donation, Services and/or Project (if any) in whatever media and each party’s compliance with the terms and conditions under this Agreement.

**“Regulatory Requirements”** means the laws, rules, regulations and other requirements of any regulators including, without limitation, all guidelines, policies, written interpretative statements and recommendations, all as published from time to time.

“**Relationship Manager**” means the individual that is nominated by the party’s to manage their respective interests in the Agreement.

**“Santander Group”** means those companies which are either a subsidiary of Santander UK, Santander UK’s holding company or any subsidiary of such holding company, all as defined by Sections 1159 and 1162 of the Companies Act 2006 and shall include a body corporate outside the UK.

“**Scholarship**” means a sum of money granted to a Student to pursue his or her studies.

**“Scholarship Donation”** means the Scholarship Donation as described in Schedule 2 and/or in any applicable Project Statement of Work, to be provided by Santander UK to the University.

“**Services”** means services performed by Santander UK, at the University’s request, for the University, other than the Scholarship Donation, as set out in Schedule 2 and/or in any applicable Project Statement of Work, and subject to the terms of this Agreement.

**“SMEs”** means small and medium sized enterprises or small and medium-sized businesses, whose personnel and turnover fall below certain limits.

**“Student”** means an undergraduate or postgraduate studying for a degree offered by the University.

**“Student’s Union”** means an independent organisation that represents the student body.

“**Term**” means the term specified in Schedule 1, as may be extended or earlier terminated in accordance with the terms of this Agreement.

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"**Working Day**" means Monday to Friday inclusive excluding any English bank or public holidays.

1.2Headings to Clauses in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement;

1.3 References to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment order, regulation or instrument;

1.4 The masculine includes the feminine and the singular includes the plural and vice versa;

* 1. The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.
  2. Unless express provision is made to the contrary, the following order of priority shall apply in the event of any conflict or inconsistency between the provisions of a Project Statement of Work and the main body of this Agreement:

(a) the main body of the Agreement;

(b) the Project Statement of Work.

**2 Appointment and Duration**

2.1 In consideration of their mutual obligations contained in this Agreement the parties agree that Santander UK shall provide, and the University shall benefit from the Scholarship Donation and any Services or Project.

2.2 This Agreement shall commence on the Commencement Date and shall continue for the Term unless and until terminated in accordance with Clause 12.

2.3 The Annual Review of this agreement shall take place by Santander within 12 months of the Commencement Date and thereafter on an annual basis throughout the Term.

**2A Project Statements of Work**

2A.1 By execution by both parties of the relevant Project Statement of Work, a contract shall be deemed to be formed in respect of the obligations described in that Project Statement of Work and the Project Statement of Work shall, on signing, become a Schedule to and therefore form a part of this Agreement.

**3 Intellectual Property Rights**

3.1 The ownership of all Intellectual Property Rights subsisting in or relating to the subject matter of this Agreement shall remain in the ownership of the party to whom they belonged at the Commencement Date and the ownership of any Intellectual Property Rights created during the course of this Agreement shall be vested in the party responsible for their creation or, in the case of the University by its Employees or Students as determined in accordance with the University’s Intellectual Property policy, unless otherwise agreed in writing by Santander UK and the University in relation to any specific Services or Projects. Where any licence is required to use the Intellectual Property Rights this shall be separately agreed between the parties.

**4** **Records**

4.1 Each Party shall keep or cause to be kept and made available to the other party upon request, accurate and up to date Records which shall be kept for seven years after the provision of the Scholarship Donation or other Services or Project or such longer period as the parties may agree.

**5 Provision of the Scholarship Donation**

5.1 Santander UK shall provide the Scholarship Donation to the University as set out in Schedule 2.

5.2 Santander may pay any part of the Scholarship Donation direct to the University’s Student through a third party agent which administers payments on Santander’s behalf. Santander shall specify the sum (if any) to be paid by Santander’s agent in Schedule 2. Santander shall notify the University of the name of its agent, which may change from time to time. Santander shall remain primarily liable for any payment of the Scholarship Donation (or part of it as applicable) by its agent.

5.3 The University will co-operate and enter into meaningful discussions with Santander UK in good faith as set out in Clause 6 below.

5.4 The University shall inform any recipient of the Scholarship Donation that Santander UK were the donor.

**6 Co-operation**

6.1 Santander UK and the University agree to hold meaningful discussions in good faith (but subject to any legal or contractual constraints to which the parties may be subject) with a view to evaluating the possibility of entering into further agreements of reciprocal benefit to Santander UK and the University. Neither party shall be obliged to enter into any such further agreement.

**7 Relationship Management**

7.1 Both Santander UK and the University shall nominate a Relationship Manager who will be responsible for the planning, direction and overall management of the Scholarship Donation and of any subsequent Projects or Services.

7.2 The Relationship Manager for both Santander UK and the University shall be listed in Schedule 1 of this Agreement with their contact details. It is the responsibility of each party to notify the other party (in writing) of a change to the Relationship Manager or their details.

7.3 Both Santander UK and the University agree to have their respective Relationship Manager’s meet every six months (in person or by remote means, as convenient) to review the relationship from the Commencement Date.

7.4 The University agrees to host a roundtable meeting at least once per annum (and additionally as requested in writing by Santander) with key stakeholders from both parties to discuss the impact of the donation and the relationship.

**8 Santander UK Warranties**

8.1 Santander UK warrants and represents to the University that:

8.1.1 it has full power and authority to enter into and to perform this Agreement.

8.1.2 it is not aware as at the Commencement Date of any matters hereof of any matters which might or will adversely affect its ability to perform its contractual obligations under this Agreement;

8.1.3 the performance of this Agreement and the receipt and/or use of any materials supplied shall not in any way infringe any copyright, patent, registered design, trademark rights or any other intellectual property rights of any third party save where this is wholly attributable to the use of data or other materials supplied by the University;

8.1.4 it will perform its obligations diligently and with all reasonable care and skill and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments (includingwithout limitation) those relating to health and safety, non-discrimination*,* telecommunications, electrical goods and supplies, occupation and use of premises;

8.1.5 it has obtained or has made arrangements to ensure that it has and will obtain all necessary consents, licenses and permissions to enable it to carry out its obligations under this Agreement and will throughout the duration of this Agreement obtain and maintain all further and other necessary consents, licenses and permissions to enable it to carry out its obligations under this Agreement.

8.1.6 it will employ or engage in relation to the subject matter of this Agreement only persons who are skilled, competent, and experienced and ensure that every person from time to time engaged or employed by Santander UK in and about the provision of the subject matter of this Agreement is and at all times remains properly and sufficiently trained, skilled and instructed with regard to the duty or duties which that person has to perform.

8.1.7 it will not use the Scholarship Donation or other Services in such a way as to bring the University into disrepute.

**9 The University Warranties**

9.1 The University warrants to Santander UK that:-

9.1.1 the University has full power and authority to enter and carry out the provisions of this Agreement;

9.1.2 it is not aware as at the Commencement Date of any matters hereof of any

matters which might or will adversely affect its ability to perform its contractual obligations under this Agreement;

9.1.3 it has obtained or has made arrangements to ensure that it has and will obtain all necessary consents, licenses and permissions to enable it to carry out its obligations under this Agreement and will throughout the duration of this Agreement obtain and maintain all further and other necessary consents, licenses and permissions to enable it to carry out its obligations under this Agreement;

9.1.4 it will not use the Scholarship Donation or other Services in such a way as to bring into disrepute the name of Santander UK, Banco Santander S.A., the Santander Group or any part thereof; and

9.1.5 it will perform all of its obligations under this Agreement (and where it grants awards and/or scholarships pursuant to this Agreement to persons selected by it, it shall carry out the selection process) in accordance with all applicable laws enactments, orders, regulations and other similar instruments (includingwithout limitation) those relating to health and safety, non-discrimination*,* equality, telecommunications, electrical goods and supplies, occupation and use of premises.

**10 Anti-Bribery and Anti-Facilitation of Tax Evasion**

10.1 Each party (the “first party” where applicable) represents, warrants and undertakes to the other party that:

(a) in obtaining and entering into this Agreement (including any Project Statement of Work) it has not done, and in performing its obligations under this Agreement and/or any Project Statement of Work it shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery laws and/or regulations;

(b) it shall have, and shall maintain in place throughout the term of this Agreement, adequate procedures designed to prevent bribery occurring within the meaning given in the Bribery Act 2010 and applicable guidance;

(c) it shall promptly report to the other party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement;

(d) it shall not engage in any activity, practice or conduct which would constitute either:

* + - 1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
      2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

(e) it shall promptly report to the other party any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Agreement;

(f) it shall have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including its employees) and to ensure compliance with clause 10.1 (d);

(g) it shall ensure that any person associated with the first party who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the first party in this clause 10.1 (“**Relevant Terms**”). The first party shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the other party for any breach by such persons of any of the Relevant Terms; and

(h) that it shall immediately notify the other party in writing on becoming aware of, or suspecting, any failure to comply with any provision of this clause 10.1.

10.2 In clause 10.1, the following terms shall have the following meanings:

(a) for the purposes of clause 10.1(b) the meaning of adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act);

(b) for the purposes of clause 10.1(f) the meaning of ‘policies and procedures as are both reasonable to prevent the facilitation of tax evasion’ shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017; and

(c) for the purposes of clause 10.1(g) a person associated with a party includes its subcontractor(s) (if any).

10.3 Any failure by a party to comply with any provision of clause 10.1shall entitle the non-defaulting party to terminate this Agreement immediately, at no cost liability or penalty to the non-defaulting party and without prejudice to any other rights or remedies that may have accrued to the non-defaulting party’s benefit under or in connection with this Agreement.

**11 Santander Sanction Standards**

11.1 Definitions:

**“Sanctions”** means economic or financial sanctions, trade embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority (and the term “sanctioned” shall be interpreted accordingly).

**“Sanctions Authority”** means (i) the United Nations Security Council; (ii) the European Union; (iii) the United States government; (iv) the government of the United Kingdom (or the government of England, Wales, Scotland and/or Northern Ireland); or (v) the sanctions local competent authority where the University is based.

**“Sanctions List”** means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) held by any sanctions authority, including, without limitation, (i) the Consolidated United Nations Security Council Sanctions List; (ii) the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC; (iii) the consolidated list of persons, groups or entities subject to European Union sanctions administered by the European External Action Service.

**“Sanctioned Persons”** means any person (companies, entities or individuals) that is (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, a sanctions list; (ii) the government of a sanctioned country or a member of the government of a sanctioned country; (iii) resident in or incorporated under the laws of any sanctioned country; or (iv) to the best of the knowledge and belief (having made due and careful enquiries) of any member of the group, otherwise a target of sanctions.

**“Sanctioned Country”** means any country or territory that is the target of comprehensive, country or territory wide sanctions from time to time, which at the date of this Agreement includes Cuba, Iran, North Korea, Sudan, South Sudan, Syria, the Ukrainian territory of Crimea, and Russia).

11.2 Designation of the University, parent company, subsidiaries, beneficial owners and control body

11.2.1 Neither the University (including its subsidiaries and joint ventures) nor, to the knowledge of the University, any beneficial owner, director, officer, agent or employee are a sanctioned person.

11.2.2 The University shall not liaise, contract, enter into arrangements or otherwise establish any form of relationships related to the facility and/or Agreement with any Sanctioned Persons.

11.3 Destination of funds and geographies

11.3.1 The University shall not directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the proceeds of the facility, or other transactions contemplated by this Agreement to fund any trade, business or other activities related to (i) any Sanctioned Persons or Sanctioned Country; or (ii) any activity that could reasonably be expected to result in the University or any finance party being in breach of any Sanctions or becoming a Sanctioned Person, nor permit or authorise any other person to do so.

11.4 Payments to receive

11.4.1 The University shall not directly or indirectly fund all or part of any repayment or prepayment of the facility or discharge any obligation due or owing to any finance party under the finance documents from proceeds derived from or otherwise directly or indirectly sourced from (i) any Sanctioned Person or Sanctioned Country; (ii) any sanctioned or sanctionable activity or whose source is sanctioned; or (iii) any action or status which is prohibited by, or would cause any finance party or member of the group to be in breach of, any Sanctions.

**12 Termination**

12.1 Subject to the provisions of this Clause 12, this Agreement may be terminated:

12.1.1 by either party on three month’s prior written notice to the Relationship Manager named in Schedule 1 as amended from time to time.

12.1.2 by either party if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 10 working days of a written request by the other party to remedy the same;

12.1.3 by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts or if a trustee, receiver, administrative receiver administrator or liquidator or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) or a similar event or events takes place in any jurisdiction;

12.1.4 by either party if the other party ceases to carry on its business or current function or if this Agreement is deemed by either party or any regulator to be contrary to applicable law;

12.1.5 by Santander UK forthwith or on the date specified in the notice if during the Annual Review Santander UK finds that the University does not comply with the terms and conditions of this Agreement;

12.1.6 by Santander UK forthwith or on the date specified in the notice if the Scholarship Donation is not allocated as outlined in the Agreement;

12.1.7 by either party forthwith or on the date specified in the notice if the other party does or omits to do anything in such a way, directly or indirectly, as to bring its name into disrepute; or

12.1.8 by either party forthwith or on the date specified in the notice if the other party breaches any provision of clause 10 and/or clause 11.

# 13 Consequences of Termination

13.1 If Santander UK terminates this Agreement pursuant to clause 12.1.1, Santander UK shall be obliged to provide the funding that Santander UK has committed to prior to the notice being served.

13.2 In the event that Santander UK terminates the Agreement pursuant to clause 12.1.2 to 12.1.8, Santander UK shall be entitled to a pro-rata refund of any funds paid, up to the date of termination.

13.3 Termination of this Agreement shall also terminate each Project Statement of Work on the same date.

13.4 Upon expiry or termination of this Agreement for whatever reason Clauses 14 and 15 shall remain in full force and effect.

**14 Publicity**

14.1 Either Party may refer to the Scholarship Donation or any Projects or Services provided pursuant to this Agreement provided that the other party must be consulted in advance of any promotion, publication, broadcast or other publicity which is proposed and must consent, in writing, to the terms of such publicity, such consent not be unreasonably withheld.

14.2 The University agrees to use its reasonable endeavours to promote on their intranet and any in-house relevant publication the partnership and funding/opportunities presented by Santander UK

14.3 The University agrees to use its reasonable endeavours to promote on the local, regional and national press the partnership and the awards.

14.4 The University agrees to promote on social media the partnership and awards.

**15 Confidentiality**

15.1 Both Parties hereby undertake to:

15.1.1 keep confidential all information (written or oral) concerning the business, trade secrets, customers, subsidiaries, suppliers and affairs of the other Party that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement (the “**Information**”);

15.1.2 not without the other Party’s written consent disclose the Information in whole or in part to any other person save those of its employees, agents and sub‑contractors involved in the subject matter of this Agreement and who have a need to know the same (save for the purpose of compliance with statutory or regulatory requirements); and

15.1.3 use the Information solely in connection with the subject matter of this Agreement and not for its own benefit or the benefit of any third party.

15.2 The provisions of this Clause 15 shall not apply to the whole or any part of the Information to the extent that it is:

15.2.1 trivial or obvious;

15.2.2 already in the other’s possession on the date of its disclosure; or

15.2.3 in the public domain other than as a result of a breach of this Clause; or

15.2.4 is required by law to be disclosed.

15.3 Each party hereto hereby undertakes to the other to make all relevant employees, agents and sub‑contractors aware of the confidentiality of the Information and the provisions of this Clause 15 and without limitation to the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub‑contractors.

# 16 Provision of Student Data and Data Protection

16.1 The parties agree and acknowledge that each will be acting as a data controller in its own right in respect of the Personal Data as may be processed by it and, to the extent that each party is acting in its capacity as a data controller, it agrees and warrants that:

16.1.1 it will at all times process the Personal Data in accordance with its obligations under the Data Protection Laws; and

16.1.2 it will only process the Personal Data to the extent necessary to comply with its obligations under this Agreement, including in relation to the provision/receipt of the Scholarship Donation, Services, participating in any Project and/or is processing it for the purposes of communicating with any Student recipient of a Scholarship Donation.

16.2 The University will only provide Personal Data of Students (who have received a Scholarship Donation) to Santander UK (which shall be limited to a Student’s first name and surname, University email address, course/programme title and amount of any Scholarship Donation received by the Student), where the Student has, in accordance with the Data Protection Laws:

16.2.1 provided consent for the provision to and processing of their Personal Data by Santander UK for the purposes more particularly described in Clause 16.1.2 (as relevant) (and the University will promptly, upon request from Santander UK, evidence that consent to Santander UK); and

16.2.2 received fair notice of the sharing of their Personal Data with Santander UK for the purposes more particularly described in clause 16.1.2 (as relevant), including as a minimum:

(a) that Santander UK will process their Personal Data as a data controller;

(b) the relevant contact details of Santander UK (to be notified in writing to the University by Santander UK);

(c) that Santander UK may process their Personal Data for the purpose of communicating with the Student in relation to their Scholarship Donation; and

(d) by the University providing a copy of (or link to) the privacy policy of Santander’s ‘Santander Universities’ division (a copy of which (or link to) is to be provided to the University by Santander UK).

16.3 The University will in all cases request the consent described in Clause 16.2.1 and provide Personal Data to Santander UK, in accordance with this Clause 16, where such consent is given but Santander UK acknowledges and agrees that the withholding of the consent described in Clause 16.2.1 shall not prevent or restrict the University from providing any Scholarship Donation to a Student.

16.4 Irrespective of whether or not Personal Data is shared with Santander UK pursuant to this Clause 16, the University will:

16.4.1 inform all Students in receipt of a Scholarship Donations that the Scholarship Donation has been provided by Santander UK;

16.4.2 keep an anonymised record of all Students in receipt of a Scholarship Donation (to include, as a minimum, the amount of the Scholarship Donation awarded, the course(s) studied by the Student, type of award and the subsequent impact of award if relevant and provide a copy of this record to Santander UK at the end of each academic year (and at any other intervals as reasonably requested by Santander UK); and

16.4.3 at the request of Santander UK, ask the Students in receipt of Scholarship Donations whether they wish to participate in an optional Santander UK survey (the details of which are to be provided to the University by Santander UK in advance of or at the same time as any such request).

**17 Waiver**

17.1 The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have under this Agreement operate as a waiver of any breach or default by the other party.

**18 Notices**

18.1 All notices which are required to be or are otherwise given under this Agreement shall be in writing and shall be sent to the names and address set out in Schedule 1 (or such other person and address as may have been notified) and any such notice or other document shall be deemed to have been served (if personally delivered) at the time of delivery, (if sent by post) upon the expiration of 48 hours after posting.

**19 Invalidity and Severability**

19.1 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

**20 Entire agreement**

20.1 This Agreement (including the Schedules and any Project Statement of Work and all documents referred to in the foregoing) contains the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersedes all prior agreements, understandings and arrangements relating thereto. This Agreement supersedes all prior Scholarship Donation and Co-operation Agreements, and all agreements identified as ‘Ancillary Agreement(s)’ relating to any prior Scholarship Donation and Co-operation Agreements. No representation, undertaking or promise shall be deemed to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as may be expressly stated in this Agreement.

20.2 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of the University and Santander UK.

**21 Assignment**

21.1 The University shall not assign or subcontract any of its rights, benefits or obligations hereunder without the prior written consent of Santander UK, such consent not to be unreasonably withheld.

**22 Third Parties**

22.1 Save as otherwise expressly set out in this Agreement, for the avoidance of doubt, this Agreement may only be relied on by the parties to it namely, Santander UK and the University and this Agreement shall not be directly or indirectly enforceable by any third party nor is it intended to benefit any third party.

**23 Law**

23.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English and Welsh courts.

This Agreement has been signed on behalf of the parties by their duly authorised representatives on the date which first appears at the beginning of this Agreement.

**SIGNED** for and on behalf of the University

Signed

Name Professor Simone Buitendijk

Title Vice Chancellor

Date

**SIGNED** for and on behalf of Santander UK plc

Signed

Name Matt Hutnell

Title Director, Santander Universities

Date

**Schedule 1**

**Contact Information and Term**

**Commencement Date**

**13th June 2023**

**Term**

The period of 3 years starting on the Commencement Date.

Santander Relationship Manager

Damien Mullany

2 Triton Square

Regents Place

London

NW1 3AN

University Relationship Manager

Kate Bainbridge

University of Leeds,

Marjorie and Arnold Ziff Building,

Leeds,

LS2 9JT

**Address for Notices**

Notices to Santander UK:

Santander Universities,

2 Triton Square,

Regent’s Place,

London NW1 3AN

Notices to the University:

For the attention of:

Kate Bainbridge

University of Leeds,

Marjorie and Arnold Ziff Building,

Leeds,

LS2 9JT

**Schedule 2**

**Scholarship Donation Details**

**1. Scholarships and Awards**

Santander UK will make available scholarships and awards for the Term, subject to Clause 12 of the Agreement, to a total value of £50,000 each year.

As part of the annual review process referenced in this Agreement the University will provide Santander with a proposed breakdown of the use of funding for the coming year, and the final use breakdown shall be subject to Santander’s written agreement. Santander reserves the right to make changes to the breakdown of funding annually during the annual review process.

The use of funding for the first year of the Agreement has been discussed and agreed with the University and is outlined below. This can be amended during the period with the written agreement of Santander. Santander, shall support the University in the following areas:

Funding for year 1 of the Term:

|  |  |
| --- | --- |
| Scholarships & Awards |  |
| **Education**    **Scholarships**    Santander will provide a scholarship of £10,000 for one Student each year for three years as part of the Santander Scholar’s Programme. The Student will be from one of the 11 underrepresented groups as determined by the Office for Students.    Santander will pay £10,000 directly to the University’s Student, through a third party agent which administers payments on Santander’s behalf.    At the date of this Agreement the 3rd party is John Smith Group Limited, Engagement House, Units 3 and 4, West Quay Trade Park, West Quay Road, Southampton, SO15 1GZ.    Santander shall administer this funding through the Santander Scholarships Platform - www.becas-santander.com | **£10,000** |
| **Entrepreneurship**    Santander will provide equity free seed funding for start-ups.    The awards will be up to a maximum value of £5,000 and will support a minimum of 3 startups.    The University shall administer funding through the Santander X Platform - www.santanderx.com. | **£15,000** |
| **Employability**    Santander will provide funding of £1000 per Student to enable Students to undertake employability experiences.    These can include internships, work experiences, placements, volunteering, freelancing and travel experiences.    The University shall administer this funding through the Santander Scholarships Platform – [www.becas-santander.com](http://www.becas-santander.com/). | **£15,000** |
| **#Neverstoplearning Funding**    Santander will provide £10,000 to be awarded as 10 awards of £1000.    The University will select the recipients at random.    The awards are available to all Students at the University.    The University shall communicate this to all Students at least twice by email or email delivered newsletter with supplementary activity on social media and website content to ensure that as many Students as possible have access to the opportunity.    The University shall administer the funding through the Santander Scholarships Platform – www.becas-santander.com. | **£10,000** |
| **Total Value** | **£50,000** |

The University shall be entitled to grant awards and scholarships pursuant to the Agreement including this Schedule 2, to such persons as are selected by it. Notwithstanding the generality of the foregoing, the criteria according to which such  awards and scholarships are to be made will be established by the University in accordance with the Equality Act 2010 and all Applicable Laws.

All amounts that are payable by Santander UK under this Agreement shall be invoiced by the University in accordance with Santander UK’s internal requirements as notified by Santander UK from time to time. The University shall invoice Santander UK for the total of one year of funding  by the 30th November in the year this Agreement is signed (in respect of the first year of funding) and annually thereafter, otherwise the University shall lose the ability to be entitled to the Scholarship Donations as agreed. The University shall invoice for any donations relating to previous agreements within 6 months of signing this Agreement otherwise the University shall lose the ability to be entitled to such funding. Santander UK shall make the relevant payment within 30 days after receipt of a valid invoice from the University that complies with such requirements.

**5. Payment**

The University hereby agrees and acknowledges that all sums payable to the University under 1 above will be held as trust funds and administered by the University for the purposes set out in this letter or as otherwise agreed between Santander UK and the University in writing only, provided that if any of this amount has not been distributed by the University as awards and scholarships as set out above, or is not held by way of trust, Santander UK may request repayment of any sum not so distributed at the end of the year to which the amount relates, such amount to be repayable on demand.

**6. Services to be provided by Santander**

Not Applicable

**Schedule 3**

**SIGNED** for and on behalf of the University

Signed

Name Professor Simone Buitendijk

Title Vice Chancellor

Date

**SIGNED** for and on behalf of Santander UK plc

Signed

Name Matt Hutnell

Title Director, Santander Universities

Date