

UK Anti-Doping (UKAD) Clean Sport Higher Education Partnership

Terms and Conditions

1. Please read the following terms and conditions (the “**Terms and Conditions**”) carefully before registering for the UK Anti-Doping clean sport higher education partnership (the “**Partnership**”). These Terms and Conditions explain how you may participate in, the benefits of and your obligations in relation to the Partnership. By registering to participate in the Partnership, the university or educational institution (“**partner**” or “**you**”) accepts, without limitation or qualification, the Terms and Conditions set out below and any additional terms and conditions referred to in these Terms and Conditions or otherwise made known to you.
2. The Partnership is operated by United Kingdom Anti-Doping Limited (“**UKAD**” or “**we**” or “**us**”). UKAD is a company limited by guarantee and registered in England and Wales with company number 06990867 whose registered office is at SportPark, 3 Oakwood Drive, Loughborough, England LE11 3QF.
3. The purpose of the Partnership is to support the higher education sector to further develop the culture of clean sport across the United Kingdom (the “**Purpose**”).

Partnership benefits

4. UKAD may make certain benefits available to you whilst you are a participant in the Partnership, which we may determine at our sole discretion from time to time. Such benefits may include (without limitation) providing access to educational materials and online resources (“**Content**”) on our Clean Sport Hub or any other platform as we may choose from time to time (the “**Site**”).

Consideration for your participation in the Partnership

5. In consideration for UKAD allowing your participation in the Partnership, you agree:
 - 5.1 to appoint a Clean Sport Lead, who will (among other things) be your principal contact person with us in connection with the Partnership, and who will have overall responsibility for the Implementation Plan (as defined below), as well as meeting engagements and data submissions referred to in this clause 5;
 - 5.2 to engage with regions and contribute to regional meetings each semester;
 - 5.3 to produce and implement a Clean Sport Implementation Plan (the “**Implementation Plan**”);
 - 5.4 that UKAD may review and comment on the partner’s Implementation Plan and may from time to time monitor the partner’s implementation of the matters set out in the Implementation Plan;
 - 5.5 to submit data and other documents to UKAD as reasonably requested from us from time to time; and

- 5.6 to cooperate with UKAD and to provide information promptly to UKAD in connection with any anti-doping investigations and proceedings, and to enter into such other agreement(s) as UKAD may reasonably request in that regard (including, for example, an information sharing agreement and/or a data processing agreement).
6. UKAD reserves the right to charge a fee for your participation in the Partnership and/or for the provision of the benefits (of any of them), in each case from time to time. Any such fee(s) may be pro-rated by UKAD if you become a participant in the Partnership part way through the prescribed partnership year. All payments shall be exclusive of VAT and, unless otherwise agreed between the parties, shall be made by you in advance.

Registration

7. You agree that any information you provide us at any time will be true, accurate, current and complete and that you will ensure that this information is kept accurate and up to date. If incorrect information is supplied, UKAD reserves the right to terminate your participation in the Partnership with immediate effect.
8. You warrant and acknowledge that:
- 8.1 you are an authorised person and have due authority to enter the partner into participation in the Partnership;
 - 8.2 these Terms and Conditions shall be binding on the partner on your acceptance of them and shall be enforceable against the partner in accordance with their terms; and
 - 8.3 these Terms and Conditions do not conflict with any other agreement entered into by the partner.
9. Registration to the Partnership takes place at the point of confirmation of the submission via the Site of your request to join the Partnership (“**Registration**”).
10. You agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions or you cease to be a participant in the Partnership:
- 10.1 you acknowledge that you are not a participant in the Partnership;
 - 10.2 you must not hold yourself out as participating in the Partnership, or make any reference in public or otherwise to being affiliated with the Partnership; and
 - 10.3 you must not use the Site, the Content or any other material hosted on this Site or owned by UKAD.

Term

11. Participation in the Partnership commences on your Registration. Participation shall end on 30 June each year (the “**Expiry Date**”) if you do not renew these Terms and Conditions, provided they have not been terminated earlier in accordance with their terms. You may renew your participation each year to take effect from 1 July by indicating your agreement to renew on our Site at least 7 days prior to the Expiry Date.

12. On termination of your participation in the Partnership, you shall promptly return to us, and shall procure that all individuals who have been granted access to the Site in connection with the Partnership shall promptly return to us, all Content and other materials owned or distributed by UKAD.

Amending the Terms and Conditions

13. We may add to, change or remove any part of these Terms and Conditions at any time. Our updated Terms and Conditions will be displayed on the Site and by continuing to use and access the Site following any amendments, you agree to be bound by the variations made by us. It is your responsibility to check these Terms and Conditions from time to time to verify such amendments. We may add, change, discontinue, remove or suspend any other content displayed on the Site, including features and specifications of products and services described or depicted on the Site, temporarily or permanently, at any time, without notice and without liability.

Use of the Partnership

14. You agree that you will only use the Partnership, including but not limited to the Site, in a way which complies with applicable laws and regulations and in accordance with:
 - 14.1 these Terms and Conditions;
 - 14.2 our [Privacy Notice](#), which can be found here: provides details about the type of personal data we may collect from you and details of how we may use this data;
 - 14.3 our [End User Licence Agreement](#) in relation to your use of the Site and the Content, which can be found here: and
 - 14.4 the terms and conditions of any third party platform that we may use in delivering the Partnership.
15. You agree that anyone delivering the Content on your behalf is a suitably qualified individual with appropriate training and experience to deliver the Content in an educational institution.
16. Only your employees (and not any students) may access the Content as part of the Partnership.

Limitation of liability and insurance

17. To the fullest extent permitted by applicable laws, neither we nor any of our respective directors, employees, affiliates or other representatives will be liable for loss or damages arising out of or in connection with your participation in the Partnership, including, but not limited to, indirect or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, even if we have been advised of the possibility of such loss or damages or such loss or damages were reasonably foreseeable.

18. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
19. The Partner agrees to obtain and maintain adequate insurance cover with reputable insurers in respect of the partner's obligations under these Terms and Conditions (such as, for example, third party liability, public liability, employers' liability and legal expense liability).

Breach of Terms and Conditions

20. If UKAD considers that a breach of these Terms and Conditions have occurred, we may take such action as we deem appropriate. This may include, but is not limited to, the following:
 - 20.1 restricting, suspending or terminating your use of the Site, of any of our services or of your participation in the Partnership;
 - 20.2 immediate, temporary or permanent withdrawal of your right to use the Content;
 - 20.3 immediate, temporary or permanent removal of you from your position as an accredited National Trainer or Educator;
 - 20.4 issue of a warning to you;
 - 20.5 legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 20.6 further legal action against you; and/or
 - 20.7 disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
21. To the extent permitted by applicable law, we exclude our liability for all action we may take in response to breaches of these Terms and Conditions.
22. You agree to indemnify, defend and hold us, all of our associate companies, our and their directors, employees, information providers, licensors and licensees, officers and partners, (collectively, the "**Indemnified Parties**") harmless from and against any and all claims, liabilities, losses and costs (including, without limitation, legal fees and costs), incurred by any of the Indemnified Parties in connection with any breach by you of these Terms and Conditions. You will co-operate as fully as we reasonably require in defence of any claim at your own cost. We reserve the right to assume the exclusive defence and control of any matter and you shall not in any event settle or compromise any matter without our prior written consent.

Termination

23. Without prejudice to UKAD's other rights and remedies, UKAD may at any time terminate your participation in the Partnership with immediate effect if:

- 23.1 the partner has committed a material breach of these Terms and Conditions (or any part of them) which: (i) is not capable of remedy; or (ii) if capable of remedy, has not been remedied within thirty (30) days (or such longer period as may be considered by UKAD as reasonable in the circumstances) following a notification from UKAD identifying the breach and requiring the partner to remedy it;
- 23.2 the partner persistently breaches these Terms and Conditions (or any part of them);
- 23.3 there is any change in ownership or control of the partner or any material change in its membership, organisation, constitution or activities, either of which materially impacts its ability to achieve the Purpose;
- 23.4 the partner: (i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due; or (ii) commences negotiations with, or enters into or proposes any arrangement with, all or any class of its creditors with a view to rescheduling its debts;
- 23.5 a petition is presented or filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up, administration or liquidation of the partner; or
- 23.6 an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed to the partner and/or over all or any part of the assets of the partner.
24. Without prejudice to UKAD's other rights and remedies, UKAD may at any time terminate your participation in the Partnership by giving not less than three months' written notice to you.
25. Please contact us in writing if you wish to cease your participation in the Partnership prior to the Expiry Date.
26. Expiry or termination of your participation in the Partnership shall not affect any rights, obligations or liabilities in respect of the parties that have accrued up to the date of expiry or termination, including the right to claim damages in respect of any breach of these Terms and Conditions which existed at or before the date of expiry or termination.
27. On termination or expiry of your participation in the Partnership, the following clauses of these Terms and Conditions shall continue in force: 12, 17, 19, 22, 28, 29, 30, 31, 37, 38 and 40.

Confidentiality and Freedom of Information

28. Subject to clauses 29, 30 and 31, neither party shall, without the other party's prior written consent, use or disclose any confidential information relating to the other party which it learns as a consequence of entering into these Terms and Conditions or their participation in the Partnership.

29. The above limitations on use and disclosure shall not apply to information disclosed by either party pursuant to the requirements of a governmental authority or judicial order or legal requirement (e.g. disclosure required under the Freedom of Information Act 2000) or to information already in the public domain (otherwise than as a result of a breach of confidence by a party), provided that, insofar as is reasonably practicable, a party consults with the other party before disclosing any information pursuant to this clause.
30. The parties acknowledge and agree that UKAD is a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by UKAD (or by the partner on UKAD's behalf). Such information may extend to the contents of the Terms and Conditions and other documents and information relating to it. The partner shall, without charge, promptly provide all such assistance as UKAD may reasonably require in order that UKAD may comply with lawful and proper requests for access to documents and information held by the partner on UKAD's behalf.
31. Insofar as is reasonably practicable, UKAD will give the partner notice of and an opportunity to make representations in respect of any requests for access to documents or information relating to these Terms and Conditions, provided always that the decision whether or not to permit access to such documents or information shall remain within the absolute discretion of UKAD.

Miscellaneous

32. A party shall not be deemed to have waived any rights, powers or remedies under, or any breach of, these Terms and Conditions unless that party has signed an express written waiver to that effect. Any failure or delay of a party in enforcing any of its rights, powers or remedies in relation to the Terms and Conditions or in respect of any breach by the other party shall not constitute a waiver of those rights, powers or remedies.
33. No single or partial exercise of any right, power or remedy under these Terms and Conditions or otherwise shall prevent a party from any further exercise of a right, power or remedy or the exercise of any other right, power or remedy. If a party waives a breach of any provision of these Terms and Conditions this shall not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.
34. A person who is not party to these Terms and Conditions may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
35. UKAD may at any time assign, novate or transfer the benefit and the burden of the Terms and Conditions to any successor body of UKAD. The partner may not assign, novate or otherwise transfer the benefit or burden of these Terms and Conditions without the prior written consent of UKAD.

36. Despite the use of the term 'partnership' and 'partner' in these Terms and Conditions, nothing in these Terms and Conditions shall constitute or be construed as constituting a legal partnership or joint venture between the parties or shall authorise one party to enter into contractual relationships or incur obligations on behalf of the other party. Neither party will hold itself out or represent itself as the legal partner or agent of the other or permit any third party to make such representations.
37. These Terms and Conditions and any other documents referred to in them constitute the entire agreement between the parties in relation to their subject matter, and replace and extinguish all prior agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the parties, whether oral or written, in relation to that subject matter.
38. Each party acknowledges that in entering into these Terms and Conditions it has not relied upon any oral or written statements, collateral or other warranties, assurances, undertakings or representations that were made by or on behalf of the other party in relation to the subject matter of these Terms and Conditions at any time before its signature.
39. Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, invalid or unenforceable, the remaining clauses will remain in full force and effect.
40. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, whose courts shall have exclusive jurisdiction in respect of any dispute or claim arising in connection with these Terms and Conditions or the Partnership (including any dispute or claim relating to non-contractual obligations).