



Fellowship - Terms and Conditions

1. Services

- 1.1. Faculty employs Fellows on fixed term employment contracts, provides them with training in data science and commercial applications, and contracts them to other companies for the delivery of Projects.
- 1.2. The Customer would like to enter into this Agreement to procure the services of a Fellow for a Project for the Term.

2. Customer's Obligations

- 2.1. The Customer warrants and undertakes that:
 - 2.1.1. the time requirements of each Project shall not exceed four days per week starting on the Project Start Date and ending on the End Date, as specified in the Order Form; and
 - 2.1.2. the carrying out of the Project by the Fellow in accordance with the Customer's instructions shall not infringe the rights (including the Intellectual Property Rights) of any third party.

3. Project Fee

- 3.1. The Customer shall pay to Faculty the Project Fee prior to the Start Date. The Project Fee shall be paid within 30 days of receipt of invoice(s) by bank transfer (as detailed in the invoice) in accordance with the Order Form.
- 3.2. The Project Fee is non-refundable except where the Customer's Project is not matched with any Fellow.
- 3.3. The Customer shall reimburse (or procure the reimbursement of) reasonable travel, accommodation and other expenses incurred by the Fellow and other Faculty staff involved in the delivery of the Project in accordance with the Order Form. Such expenses shall be invoiced by Faculty separately to the Project Fee.
- 3.4. If the Customer cancels the Project less than 14 days prior to the Start Date, the full Project Fee shall be payable by the Customer.
- 3.5. Interest may be charged by Faculty on late payments by the Customer at the annual rate of 3% above the Barclays Bank base rate.

4. Confidentiality

- 4.1. Each party undertakes that it shall not disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 4.2.
- 4.2. Each party may disclose the other party's Confidential Information:
 - 4.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this Clause 4; and

4.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.3. No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

4.4. On termination or expiry of this Agreement, each party shall:

4.4.1. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and

4.4.2. erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable).

5. Data Privacy

5.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

5.2. In relation to all personal data relating to the Fellow, the Customer shall:

5.2.1. delete all such personal data received by it within six weeks of the End Date, or earlier if requested by Faculty in writing; and

5.2.2. not transfer any such personal data outside of the UK without Faculty's prior written consent.

5.3. If delivery of the Project requires the Fellow or Faculty to process any personal data controlled by the Customer, Customer shall:

5.3.1. act as controller under Data Protection Legislation for the purposes of this personal data; and

5.3.2. instruct Faculty to act as processor in accordance with Schedule I.

6. Intellectual Property

6.1. Faculty hereby assigns to the Customer all right, title and interest to the Project IP (including by way of present assignment of future rights).

6.2. Nothing in this Agreement shall affect either party's ownership of its Background IP. Each party hereby grants the other a non-exclusive, non-sublicensable, non-transferable licence to use its Background IP during the Term and for one month following, only to the extent necessary for the performance of that party's obligations under this Agreement.

6.3. Subject to Clause 4, each party hereby grants to the other a limited, non-exclusive, non-transferable, perpetual, royalty-free licence to use and exploit the Generic Know-How which arises in whole or in part from the Project.



7. Term and Termination

- 7.1. This Agreement shall be effective from the earlier of the (i) execution of this Agreement; or (ii) the Start Date, and shall continue until the End Date (the **Term**).
- 7.2. Clauses 4, 5, 6, 7.2, 8, 9 and any other provision which by implication is intended to come into or continue in force on or after termination of this Agreement will survive the termination of this Agreement, howsoever caused.

8. Liability

- 8.1. Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
 - 8.1.1. death or personal injury caused by negligence; or
 - 8.1.2. fraud or fraudulent misrepresentation.
- 8.2. Subject to Clauses 8.1 and 10.2, each party's liability to the other shall not exceed the Project Fee.

9. Marketing and Communication

- 9.1. Faculty may include the Customer's logo, trade marks, trade names or other brand-related Intellectual Property Rights in (a) the final Demo Day event slide deck (b) the Demo Day brochure, (c) a Fellowship marketing brochure, (d) Faculty's website, (e) the Demo Day email invitations and (f) other Fellowship or Demo Day marketing materials.
- 9.2. Customer hereby grants to Faculty a non-exclusive, non-transferable, and perpetual licence to use its Intellectual Property Rights solely for the purposes set out in Clause 9.1.
- 9.3. Subject to the prior written approval of the Customer, Faculty may create, publish, distribute and disseminate through its YouTube channel, social media profiles and Faculty website the presentation and video of the Customer's Project presentation.

10. Non-solicit

- 10.1. In order to protect the legitimate business interests of Faculty, Customer hereby covenants with Faculty that it shall not:
 - 10.1.1. attempt to solicit or entice away; or
 - 10.1.2. solicit or entice away,
from the employment or service of Faculty the services of any person employed or engaged by Faculty during the term of this agreement other than by means of a general advertising campaign open to all-comers and not specifically targeted at the persons identified herein.
- 10.2. Where the Customer breaches Clause 10.1, Customer shall:
 - 10.2.1. inform Faculty immediately of such breach; and
 - 10.2.2. pay to Faculty on demand an amount equal to 30% of the gross annual salary of the person employed by the Customer in their first year of employment at the Customer.
- 10.3. The provisions of Clause 10.1 shall not apply to:
 - 10.3.1. prior to Demo Day, the Fellow delivering the Project to the Customer; or
 - 10.3.2. following Demo Day, any Fellow who was part of the Fellowship and who has not been hired by Faculty following the End Date.

11. Generative AI

- 11.1. Where the Project requires the use of generative AI (**GenAI**), the Customer hereby permits Faculty to use GenAI products and services (**GenAI Products**) of third parties (**GenAI Providers**) in connection with the Project outlined in the Order Form. The Customer acknowledges and agrees that Faculty is carrying out the use of GenAI Products on behalf of the Customer. Customer assumes all responsibility and risk for the use of the GenAI Products. The Customer shall have no rights or remedies against Faculty relating to the use of GenAI Products and shall not seek any recourse against Faculty in connection with such use.
 - 11.1.1. Notwithstanding any clause of this Agreement, Customer acknowledges and agrees that:
 - 11.1.2. any Intellectual Property Rights owned by the GenAI Providers shall be owned by the GenAI Providers and not Faculty;
 - 11.1.3. Faculty makes no warranties, express or implied, with respect to the ownership, validity, or enforceability of any Intellectual Property Rights in GenAI Products; and
 - 11.1.4. Faculty shall not be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, or consequential damages arising out of the use of GenAI Products.

12. General

- 12.1. **Assignment:** Neither party shall, without the prior written consent of the other party, assign, transfer, mortgage, charge or deal in any other manner with this Agreement or any of its rights and obligations under this Agreement, or purport to do any of the same.
- 12.2. **Status:** The relationship between Faculty and the Customer is that of independent contractor and customer and nothing in this Agreement shall be construed as creating a relationship of principal and agent, employer and employee, or of fiduciary or partner. Faculty hereby warrants and undertakes that the Fellow is a Faculty employee and that nothing in this agreement shall render the Fellow an employee, worker, agent or partner of the Customer and the Fellow shall not hold themselves out as such.
- 12.3. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understanding between them, whether written or oral, relating to its subject matter.
- 12.4. **Variations:** No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties.
- 12.5. **Notices:** Any notice given to a party under or in connection with this Agreement shall be in writing and delivered by post or by email to the following:

Faculty: Legal Team, 160 Old Street, London, EC1V 9BP, legal@faculty.ai

Customer: As set out in the Order Form.
- 12.6. **Third Party Rights:** A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 12.7. **Rights of Use:** Subject to Clause 4, Faculty shall not be precluded from independently developing, for itself or for



others and whether in tangible or non-tangible form, anything competitive with or similar to the Project.

- 12.8. **Governing Law and Jurisdiction:** This Agreement and any dispute or claim arising out of in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and subject to the exclusive jurisdiction of the English courts.

13. Interpretation and Definitions

- 13.1. The following definitions and rules of interpretation in this clause apply to this Agreement.

Agreement means the Order Form and these Fellowship Terms and Conditions (including any schedules).

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU Law version of the General Data Protection Regulation ((EU 2016/67) (**UK GDPR**)), the Data Protection Act 2018 (and regulations made thereunder or any successor legislation which apply to the processing of personal data.

Background IP means (i) all technical know-how and information known to either of the parties; and (ii) all Intellectual Property Rights owned by or licensed to the parties, excluding the Project IP;

Confidential Information means all information or data (in whatever form) of a confidential or proprietary nature of one party disclosed to or received by the other party (by any means) or to which the other party has access, whether or not labelled or designated as confidential, relating to products, services, business or proposed business, finances, transactions, know-how, workforce and affairs of the disclosing party or any customer, supplier, employee or client of any such company, including Intellectual Property Rights, trade secrets, information in respect of which the disclosing party is bound by an obligation of confidentiality to a third party and any other information which is designated as confidential by the disclosing party or which the receiving party should reasonably be aware is confidential.

Demo Day means the event held during the last week of the Fellowship where the Fellows showcase their Projects to an invited audience.

End Date has the meaning given in the Order Form;

Fellow means an individual participating in the Fellowship, employed by Faculty, and assigned to work on the Project for the Customer;

Fellowship means the hiring, training and delivery programme run by Faculty during the Term, the specific instance of which is set out in the Order Form;

Generic Know-How means any intangible knowledge, know-how and skills relating to business principles, analytical concepts, approaches, methodologies, models, process, formats and techniques, excluding:

- (a) the Project IP; and
- (b) Confidential Information supplied or disclosed by or on behalf of another party;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Order Form means the order form to be entered into by the parties;

Project means the project to be carried out by the Fellow during the Term the Term, the scope of which is set out in the Order Form;

Project Fees means the fees for the applicable Project as set out in an Order Form;

Project IP means any Intellectual Property Rights generated by the Fellow in their delivery of the Project during the Term, excluding any Background IP;

Start Date has the meaning given in the Order Form;

Term has the meaning given in Clause 7.1;

Schedule I - Data Processing Provisions

This Data Processing schedule is subject to the Fellowship Terms and Conditions and the Order Form. Terms not defined herein shall have the meaning set forth in the Agreement.

1. Definitions

Applicable Law	means as applicable and binding on the Customer, the Faculty and/or the Project: <ul style="list-style-type: none">a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Project are provided to or in respect of;b) the common law and laws of equity as applicable to the parties from time to time;c) any binding court order, judgment or decree; ord) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
Appropriate Safeguards	means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Applicable Data Protection Laws from time to time;
Controller	has the meaning given to that term in UK GDPR;
Customer Personal Data	means Personal Data received from or on behalf of the Customer or collected by Faculty on behalf of the Customer, in connection with the performance of the Faculty's obligations under this Agreement;
Data Protection Losses	means all liabilities, including all: <ul style="list-style-type: none">a) costs (including reasonable legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses (excluding those related to economic loss, loss of goodwill and loss of opportunity) and damages; andb) to the extent permitted by Applicable Law:<ul style="list-style-type: none">i. administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;ii. compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; andiii. the reasonable costs of compliance with investigations by a Supervisory Authority;
Data Subject	has the meaning given to that term in the UK GDPR;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Applicable Data Protection Laws;
Personal Data	has the meaning given to that term in Applicable Data Protection Laws;
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Customer Personal Data;
Processing	has the meanings given to that term in Applicable Data Protection Laws (and related terms such as process have corresponding meanings);
Processing Instructions	has the meaning given to that term in clause 3.1;
Processor	has the meaning given to that term in UK GDPR;
Sub-Processor	means another Processor engaged by the Faculty for carrying out processing activities in respect of the Customer Personal Data on behalf of the Customer; and
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Applicable Data Protection Laws;



2. Processor and Controller

- 2.1. The parties agree that, for the Customer Personal Data, the Customer shall be the Controller and Faculty shall be the Processor.
- 2.2. Faculty shall process Customer Personal Data in compliance with:
 - 2.2.1. the obligations of Processors under Applicable Data Protection Laws in respect of the performance of its obligations under the Agreement; and
 - 2.2.2. the terms of the Agreement.
- 2.3. The Customer shall comply with:
 - 2.3.1. all the Applicable Data Protection Laws in connection with the collection, storage, transfer and processing of Customer Personal Data, its responsibilities as Controller (as set out in the Applicable Data Protection Laws) and the exercise and performance of its rights and obligations under the Agreement, including maintaining all relevant regulatory registrations and notifications as required under Applicable Data Protection Laws; and
 - 2.3.2. the terms of the Agreement.
- 2.4. The Customer warrants, represents and undertakes, that:
 - 2.4.1. all Customer Personal Data sourced by the Customer for use in connection with the Project, prior to such data being provided to or accessed by Faculty for the purpose of creating the Deliverables and performance of the Project under the Agreement, shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with the Applicable Data Protection Laws;
 - 2.4.2. all instructions given by it to Faculty in respect of processing Customer Personal Data shall at all times be in accordance with Applicable Data Protection Laws; and
 - 2.4.3. it has undertaken due diligence in relation to the Faculty's processing operations, and it is satisfied that:
 - 2.4.3.1. Faculty's processing operations are suitable for the purposes for which the Customer proposes to use the Deliverables and engage Faculty to process the Customer Personal Data; and
 - 2.4.3.2. Faculty has sufficient expertise, reliability, and resources to implement technical and organisational measures that meet the requirements of the Applicable Data Protection Laws.
- 2.5. The Customer shall not withhold, delay, or condition its agreement to any change requested by Faculty in order to ensure the Project and Faculty (and each Sub-Processor) can comply with the Applicable Data Protection Laws.

3. Instructions and details of processing

- 3.1. Insofar as Faculty processes Customer Personal Data on behalf of the Customer, Faculty:
 - 3.1.1. unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority) shall process the Customer Personal Data only on and in accordance with the Customer's documented instructions as set out in the Order Form as updated from time to time (**Processing Instructions**);
 - 3.1.2. if Applicable Law requires it to process Customer Personal Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing Customer Personal Data (unless Applicable Law prohibits such information on important grounds of public interest); and
 - 3.1.3. shall promptly inform the Customer if Faculty becomes aware of a Processing Instruction that, in Faculty's opinion, infringes Applicable Data Protection Laws, provided that:
 - 3.1.3.1. this shall be without prejudice to clauses 2.3 and 2.4; and
 - 3.1.3.2. to the maximum extent permitted by mandatory law, Faculty shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information.
- 3.2. The processing of Customer Personal Data to be carried out by Faculty under this Agreement shall comprise the processing set out in the Order Form (Data processing details), as may be updated from time to time.

4. Technical and organisational measures

- 4.1. Faculty shall implement and maintain, at its cost and expense, throughout the term of this Agreement technical and organisational measures in relation to the processing of Customer Personal Data by Faculty and taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Customer Personal Data.
- 4.2. Any additional technical and organisational measures shall be at the Customer's cost and expense.



5. Using staff and other processors

- 5.1. Faculty shall not engage any Sub-Processor to carry out any processing activities in respect of the Customer Personal Data, other than the Permitted Sub-Processor identified in the Order Form, without the Customer's prior written authorisation of that specific Sub-Processor (such authorisation not to be unreasonably withheld, conditioned or delayed).
- 5.2. Faculty shall:
 - 5.2.1. prior to the Sub-Processor carrying out any processing activities in respect of Customer Personal Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under clauses 1 to 10 (inclusive) that is enforceable by Faculty;
 - 5.2.2. ensure each such Sub-Processor complies with all such obligations; and
 - 5.2.3. remain fully liable for all the acts and omissions of each Sub-Processor as if they were Faculty's own.
- 5.3. Faculty shall ensure that all persons authorised by it (or by any Sub-Processor) to process Customer Personal Data are subject to a binding written contractual obligation to keep the Customer Personal Data confidential (except where disclosure is required in accordance with Applicable Law, in which case Faculty shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure).

6. Assistance with the Customer's compliance and Data Subject rights

- 6.1. Faculty shall refer all Data Subject Requests it receives relating to Customer Personal Data to the Customer within three Business Days of receipt of the request, provided that if the number of Data Subject Requests received by Faculty exceeds five per calendar month the Customer shall pay Faculty's Charges for recording and referring the Data Subject Requests in accordance with this clause 6.1 calculated on a time and materials basis.
- 6.2. Faculty shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Faculty) to comply with the Customer's obligations under Applicable Data Protection Laws with respect to:
 - 6.2.1. security of processing;
 - 6.2.2. data protection impact assessments (as such term is defined in Applicable Data Protection Laws);
 - 6.2.3. prior consultation with a Supervisory Authority regarding high risk processing; and
 - 6.2.4. notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,

provided the Customer shall pay Faculty's Charges for providing the assistance in this clause 6.2, such Charges to be calculated on a time and materials basis.

7. International data transfers

- 7.1. Faculty shall not knowingly permit any Customer Personal Data to be processed in, or transferred to, any country that is outside the UK or European Economic Area (**EEA**) unless:
 - 7.1.1. Faculty notifies the Customer in advance in writing that it intends to transfer Customer Personal Data outside the UK or EEA;
 - 7.1.2. the Customer provides its written consent to such transfer (which consent it may give or withhold in its absolute discretion); and
 - 7.1.3. it provides in advance of a transfer authorised evidence to the Customer's satisfaction of appropriate safeguards, as required by Applicable Data Protection Laws.

8. Records, information and audit

- 8.1. Faculty shall maintain, in accordance with Applicable Data Protection Laws binding on Faculty, written records of all categories of processing activities carried out on behalf of the Customer.
- 8.2. Faculty shall, in accordance with Applicable Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate Faculty's compliance with its obligations under Article 28 of the UK GDPR (and under any Applicable Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:
 - 8.2.1. giving Faculty reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
 - 8.2.2. ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);



- 8.2.3. ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to Faculty's business, the Sub-Processors' business and the business of other Customers of Faculty; and
- 8.2.4. paying Faculty's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

9. Breach notification

- 9.1. In respect of any Personal Data Breach involving Customer Personal Data, Faculty shall, without undue delay:
 - 9.1.1. notify the Customer of the Personal Data Breach; and
 - 9.1.2. provide the Customer with details of the Personal Data Breach.

10. Deletion or return of Protected Data and copies

- 10.1. Faculty shall, at the Customer's written request, either delete or return all Customer Personal Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:
 - 10.1.1. the expiration of the Retention Period; or
 - 10.1.2. once processing by Faculty of any Customer Personal Data is no longer required for the purpose of Faculty's performance of its obligations under the Agreement or any associated Order Form.

and delete all copies Faculty holds (unless storage of any data is required by Applicable Law and, if so, Faculty shall inform the Customer of any such requirement).

11. Liability, indemnities and compensation claims

- 11.1. The Customer shall indemnify Faculty and keep Faculty indemnified in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, Faculty and any Sub-Processor arising from or in connection with any:
 - 11.1.1. non-compliance by the Customer with the Applicable Data Protection Laws;
 - 11.1.2. processing carried out by Faculty or any Sub-Processor pursuant to any Processing Instruction that infringes any Applicable Data Protection Law; or
 - 11.1.3. breach by the Customer of any of its obligations under clauses 1 to 11 (inclusive), except to the extent the Faculty is liable under clause 11.2.
- 11.2. Faculty shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with this Agreement:
 - 11.2.1. only to the extent caused by the processing of Customer Personal Data under the Agreement and directly resulting from Faculty's breach of clauses 1 to 11 (inclusive); and
 - 11.2.2. but in no circumstances will Faculty be liable for any Data Protection Losses (or the circumstances giving rise to them) to the extent that they are caused by, or contributed to, by any breach of the Agreement by the Customer (including in accordance with clause 3.1.3.2).
- 11.3. If a party receives a compensation claim from a person relating to processing of Customer Personal Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:
 - 11.3.1. make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
 - 11.3.2. consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under the Agreement for paying the compensation.
- 11.4. The parties agree that the Customer shall not be entitled to claim back from Faculty any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify Faculty in accordance with clause 11.1.
- 11.5. This clause 10 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Applicable Data Protection Laws to the contrary, except:
 - 11.5.1. to the extent not permitted by Applicable Law (including Applicable Data Protection Laws); and
 - 11.5.2. that it does not affect the liability of either party to any Data Subject.