

Access to the Cell and Gene Therapy Catapult - Life Sciences Learner Hub - Terms and Conditions

1. Definitions

1.1. For the purposes of this Agreement, the following terms shall have the following definitions:

Agreement: the agreement between CGTC and the User in relation to the User's access to the Learner Hub Materials, which is made subject to these Terms.

CGTC: Cell Therapy Catapult Services Limited (trading as the Cell and Gene Therapy Catapult), a private limited company incorporated and registered in England and Wales with company number 08215513 and whose registered address is at 12th Floor Tower Wing B, Guys Hospital, London, SE1 9RT.

Content: the digital training content and links enabling users to book on to in-person training courses, that are made available via the Platform.

Data Protection Legislation: shall mean the UK GDPR and the Data Protection Act 2018, together with all other applicable legislation in force from time to time relating to the processing of personal data.

Effective Date: the date the User confirms acceptance of these Terms or otherwise accesses the Platform, whichever is earlier.

Learner Hub Materials: together the Platform and the Content included thereon.

Linked Sites: any website which may be accessible by a User from the Platform.

Parties: the User and CGTC (each individually being a Party).

Permitted Purpose: internal, non-commercial use, for the purposes of training, learning and development.

Platform: the CGTC Learner Hub, on which a wide variety of Content is made available to licensed Users.

Terms: the terms and conditions set out in this document, which apply to the Agreement.

UK GDPR: shall have the meaning given in Section 3(10) of the Data Protection Act 2018.

User: individually the person who has been authorised by CGTC to access the Platform in accordance with these Terms (and "Users" shall mean all such authorised persons together).

User Generated Content: any comment, discussion forum post or other content in any other form which is generated and made available on the Platform by a User.

Working Day: any day other than a Saturday, Sunday or public holiday in England, on which banks in the city of London are open for business.

1.2. The following terms: "personal data", "personal data breach", "data subject", "controller" "processor" and "process" (and their derivatives) shall have the meanings given to them in the UK GDPR.

2. Access to the Platform

2.1. These Terms apply to the User's access to the Platform and payment for the Content thereon. The User must comply with these Terms at all times whilst using or otherwise engaging or interacting with the Platform. Each User must confirm their agreement to the Terms when signing up for the Platform and the User's use of the Platform shall also be deemed to constitute agreement to the Terms.

2.2. Subject to the terms of the Agreement, and compliance by the User with the same (including paying all charges due under the Agreement and any additional costs or fees which may be payable for certain Content, as indicated on the Platform), CGTC hereby grants to the User a revocable, non-exclusive, non-transferable, non-sublicensable right to use the Platform and the Content included thereon (together the Learner Hub Materials) solely for the Permitted Purpose and for no other purposes.

2.3. The User must provide the following information to enable CGTC to grant and administer access of that Users to the Platform: (i) full name; (ii) email address; (iii) employer company name; (iv) employer company address, postcode and region; (v) job title and company department; (vi) industry of work. Such Personal Data shall be treated in accordance with clause 11.

3. Platform and Content

3.1. The User acknowledges and agrees that the Platform hosts a compilation of Content developed by various parties, including third parties and therefore:

3.1.1. the Learner Hub Materials are provided by CGTC 'as is' without any warranties in relation thereto, including, without limitation, any warranties as to accuracy, fitness for a particular purpose, or non-infringement of any third party intellectual property rights;

3.1.2. CGTC gives no warranty or guarantee that the Learner Hub Materials will lead to any particular outcome or result for the User or otherwise;

3.1.3. CGTC gives no warranty or guarantee that any particular Content or training course shall remain available on the Platform for any particular duration, for example since third parties may discontinue or withdraw particular training courses or ask for their training to be removed from the Platform;

3.1.4. CGTC may change the composition, content and/or layout of the Learner Hub Materials at any time without notice or liability to the User;

3.1.5. CGTC is not endorsing the quality or contents of any of the Content on the Platform; and

3.1.6. any reliance placed by the User on the Learner Hub Materials or any materials, content or other resources available thereon or included therein is placed at the User's sole risk and CGTC shall have no liability in relation to the same.

3.2. The Platform provides links to Linked Sites and the User acknowledges that CGTC does not own, author, edit, control or monitor such Linked Sites. Accordingly, CGTC:

3.2.1. gives no warranty and has no responsibility for the availability of such Linked Sites and the accuracy or completeness of any information provided on Linked Sites or any detriment or harm they may cause to the User or their information technology equipment or systems; and does not endorse such Linked Sites, the owners or operators of such Linked Sites or the content, products, advertising or other materials presented or made available on such Linked Sites.

3.2.2. Certain of the Linked Sites may enable the User to book on to training courses (in various formats) organised, hosted and run by third parties and such third party courses may be provided subject to terms and conditions of the relevant third party. CGTC has no responsibility and undertakes no liability for: (i) any third party courses; (ii) anything which occurs thereat; or (iii) any terms and conditions relating thereto. The User is solely responsible for complying with the relevant third party terms and conditions that apply to a third party course including paying all applicable fees.

3.3. The Learner Hub Materials are provided for general information purposes only and do not constitute advice to the User. The Learner Hub Materials are not intended to be relied upon by the User and CGTC recommends that the User obtains specialist professional advice prior to taking any action that may be informed by or based on any of the Learner Hub Materials (either directly or indirectly and whether in whole or in part).

3.4. CGTC will use reasonable endeavours to ensure the Learner Hub Materials are available for use as consistently as reasonably practicable. However, CGTC makes no commitment that the Learner Hub Materials will be available at all times or that access will be uninterrupted or error-free. The Company acknowledges that there may be periods of unexpected downtime of the Platform from time to time, for example due to system maintenance or other reasons outside of CGTC's control. CGTC shall use reasonable endeavours to keep downtime of the Platform to a minimum.

3.5. The User acknowledges that information transmitted via the Platform and effective operation of the Learner Hub Materials is reliant on a stable and secure internet network connection and appropriate software and hardware, which is the sole responsibility of the User. The User shall be solely responsible for all costs and expenses associated with the information technology systems (including software, hardware and internet connectivity) and other products which may be necessary to access the Learner Hub Materials and for ensuring that such information technology systems are compatible with and suitable for use in relation to the Learner Hub Materials.

3.6. CGTC may suspend access to or the operation of the Learner Hub Materials without notice or liability for support or maintenance work, content updates, breach of this Agreement by the User, or for any other reason CGTC considers necessary acting reasonably.

3.7. CGTC shall use reasonable skill, care and diligence in operating and maintaining the Platform.

4. User Restrictions

4.1. Each User account is personal to the individual User who registered it and may not be accessed or used by or transferred to a third party.

4.2. Users must:

4.2.1. only access the Platform via their registered user account; and keep their user account details (including their password) strictly private and confidential and not share them with any third party.

4.2.2. User must not, and must not attempt to:

4.3. copy, reproduce, create derivative works of, distribute, transmit, broadcast, display, sell, licence of otherwise exploit, alter, modify, decompile or reverse engineer any of the Learner Hub Materials or any other intellectual property of CGTC (including without limitation its copyright and trademarks) for any purpose or in any form or medium, whether in whole or in part;

4.3.1. use or access the Learner Hub Materials in any way which is unlawful, fraudulent or that has the intention or effect of damaging CGTC or any third party who has contributed to the Learner Hub Materials either reputationally or financially;

4.3.2. circumvent, disable or otherwise interfere with any security related features of the Platform or any feature that prevents or restricts use or copying of the Content or enforces any limitation on the use of the Platform;

4.3.3. transmit or introduce any viruses, spyware, adware or any other harmful or malicious programs or similar computer code that have the intent or effect of adversely affecting the operation of the Learner Hub Materials;

4.3.4. adjust, circumvent, or delete any notices contained in the Platform or any digital rights or other security technology employed by CGTC in relation to the Learner Hub Materials;

4.3.5. use the Learner Hub Materials in a way which infringes the rights (including the intellectual property rights) of third parties or restricts or prevents anyone else's use and enjoyment of the Learner Hub Materials; and/or

4.3.6. gain unauthorised access to the Learner Hub Materials or use of computers, data, systems, accounts or networks of CGTC.

4.3.7. The User undertakes to perform this Agreement and access the Learner Hub Materials in accordance with all applicable laws.

5. Charges

5.1. The User shall pay CGTC for access to the Learner Hub Materials in the amounts set out in CGTC's latest rate card for the same as made available on CGTC's website or otherwise noted on the Platform. CGTC shall charge for access in advance, on an annual basis.

- 5.2. Each User acknowledges that: (i) certain Content which is advertised or made available on the Platform may require additional payment to the organisation providing or otherwise making available that Content via the Platform in order to be accessed; and (ii) payment of the annual fee will not necessarily entitle the User to access all content which is advertised or otherwise made available on the Platform. Further information regarding which Content requires additional payment can be made available by CGTC upon written request.
- 5.3. Time for payment of the charges shall be of the essence.
- 5.4. All sums due under this Agreement are stated exclusive of Value Added Tax which where applicable will be paid by User in addition to such sums.
- 5.5. If User fails to make any payment due under this Agreement in accordance with the Terms hereof:
- 5.5.1. CGTC shall be entitled to suspend access to the Learner Hub Materials immediately;
- 5.5.2. and the User does not remedy such failure within fourteen (14) days of written notice from CGTC requiring its remedy, CGTC shall be entitled to suspend the User's access to the Platform or terminate this Agreement without notice to the User; and
- 5.5.3. CGTC shall be entitled to charge interest on any overdue sum from the due date until payment of the overdue sum, whether before or after judgment, each day at a rate of 4% a year above the Bank of England's base rate from time to time (or at a rate of 4% a year where the Bank of England's base rate is below 0%).
- 5.6. CGTC reserves the right to vary its latest prevailing rate card without notice and will update its website with the latest prevailing rate card from time to time. Variations to CGTC's rate card shall only have effect from the first day of the User's next subscription term (if the Subscription is renewed). The User shall have the option to terminate this Agreement in response to a price variation by CGTC if User does not agree to the price change by giving written notice to CGTC within thirty (30) days following the commencement of the next Renewal Term after the variation. If the User does not provide a notice to terminate in response to a price variation, the User shall be deemed to have accepted the varied pricing upon expiry of the period referenced in the foregoing sentence.
- 5.7. The User shall be solely responsible for all costs and expenses incurred in relation to access and use of the Learner Hub Materials (including without limitation in respect of internet and network access, software and hardware).
- 5.8. All payments are processed by CGTC's nominated third party payment processing provider. CGTC will take reasonable steps to ensure all information provided by Users as part of the payment process is secure by using a secure payment processing provider. However, in the absence of negligence by CGTC, CGTC will not be liable for any loss that a User incurs if a third party gains unauthorised access to a User's information as part of the payment processing.
- 6. Intellectual Property**
- 6.1. CGTC or its licensors (as applicable) shall retain all right, title and interest in and to any intellectual property rights owned by or licensed to them prior to the date of this Agreement. For the avoidance of doubt, all right title and interest in and to:
- 6.1.1. the Platform and the Website remains the sole property of CGTC or its ultimate licensors at all times; and
- 6.1.2. the Content remains the sole property of the person who contributed the same to the Platform or their ultimate licensors.
- 6.2. Save as otherwise expressly provided herein, no other rights or licences to use any intellectual property of CGTC or its licensors are granted under this Agreement.
- 6.3. All trademarks incorporated on the Platform either belong to CGTC or its ultimate licensors. The User shall not copy or use any of these trademarks in any way or under any circumstance.
- 6.4. The User agrees not to (or to attempt to) adjust, circumvent, or delete any copyright or other intellectual property notices contained in the Learner Hub Materials or any digital rights or other security technology employed in relation to the Learner Hub Materials.
- 7. User Generated Content**
- 7.1. The Platform and/or certain Content may include features which allow User Generated Content to be made available on the Platform, such as comment functionality and/or discussion forums. Any submission or communication of User Generated Content made by a User must conform to appropriate standards of accuracy, decency and lawfulness, as determined by CGTC in its sole discretion.
- 7.2. The User warrants that any submission or communication of User Generated Content that they may make will be:
- 7.2.1. the User's own original work and lawfully submitted;
- 7.2.2. factually accurate or the User's own genuinely held belief;
- 7.2.3. provided with the necessary consent of any relevant third party;
- 7.2.4. not defamatory or likely to give rise to an allegation of defamation;
- 7.2.5. not offensive, obscene, sexually explicit, discriminatory or deceptive; and
- 7.2.6. unlikely to cause offence, embarrassment or annoyance to any person.
- 7.3. CGTC may moderate the use of the Platform and/or the Content, including the comment functionality or discussion forums available thereon, and may remove any content, submissions and/or messages at its sole discretion, including without limitation where (in CGTC's sole opinion) the relevant content, submissions and/or messages breach these Terms or acceptable standards.
- 7.4. Whilst CGTC may moderate submissions or communications made by Users, CGTC is not be obliged to do so, and is not responsible for any content posted by Users.
- 8. Term and Termination**
- 8.1. This Agreement shall come into force on the Effective Date and shall continue for an initial term of one year.
- 8.2. Where a User:
- 8.2.1. has opted in to autorenewal as either as part of the sign-up process or by subsequent written notice to CGTC, the Agreement shall automatically renew for subsequent annual terms, until such time as it is terminated in accordance with these Terms and the User shall be required to pay the annual Charges within 30 days following the renewal date;
- 8.2.2. does not opt in to autorenewal either as part of the sign-up process or by subsequent written notice to CGTC, the Agreement shall terminate by expiry at the end of the then current term.
- 8.3. If a User does not pay the annual Charges in accordance with clause 8.2.1, Catapult shall be entitled to suspend access to the Learner Hub Materials immediately and will revoke access to the Learner Hub Materials immediately upon expiry of the 30 day period following the renewal date.
- 8.4. Either party may terminate this Agreement for convenience at any time, by giving not less than on 14 day's written notice, provided that in the case of the User, such notice may only expire at the end of the then current annual term ("**Termination Date**"). For the avoidance of doubt, the User shall not be entitled to any refund of the Charges, where it ceases use of the Learner Hub Materials or purports to terminate this Agreement prior to the expiry of the then current annual term.
- 8.5. CGTC may terminate this Agreement for non-payment of the charges by the User in accordance with clause 5.5.1.
- 8.6. On termination of this Agreement for whatever reason:
- 8.6.1. the User shall remain liable for any charges up to the Termination Date at the then prevailing rate;
- 8.6.2. rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, shall be unaffected; and
- 8.6.3. any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.
- 9. Liability**
- 9.1. The User shall have no right to claim losses, damages or other costs and expenses under this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise to the extent that such losses, damages and/or other costs and expenses are in respect of indirect loss of profits; indirect loss of sales, revenue, business or opportunity; loss of contracts; loss of anticipated savings; and/or loss of or damage to good will or reputation.
- 9.2. Nothing in this Agreement excludes either Party's liability for death or personal injury caused by that Party's negligence; for fraud or fraudulent misrepresentation; or for any other matter for which liability cannot lawfully be excluded.
- 9.3. CGTC's total liability under this Agreement shall be limited to the lower of (i) the charges paid by the User under this Agreement in the twelve (12) months immediately preceding the date giving rise to the claim; or (ii) one thousand pounds sterling (£1,000).
- 9.4. CGTC shall not be liable to the User for any delay or failure to perform its obligations under this Agreement, where such delay or failure is attributable to the acts or omissions of the User.
- 10. Confidentiality**
- 10.1. Each Party undertakes that it shall not at any time disclose to any person any Confidential Information of the other Party, except as permitted by clause 10.3. For the purposes of this clause 10 "**Confidential Information**" means all information that is specifically designated as 'confidential' or similar, or which would appear to a reasonable business person in the circumstances to be confidential, that is disclosed by or on behalf of one Party to the other Party in any medium and by any method including without limitation any and all personal data of Users, software, algorithms, product information, designs, drawings, operations, processes, technical information, business information, affairs, financial and strategic information, customers, clients, suppliers, plans, intentions, market opportunities or trade secrets.
- 10.2. In respect of Confidential Information and subject to the remainder of this clause 10, a Party receiving confidential information ("**Receiving Party**") from a party disclosing confidential information ("**Disclosing Party**") will:
- 10.2.1. only use the Confidential for the purposes of exercising its rights and performing its obligations under this Agreement, and for no other purposes;
- 10.2.2. only disclose it in the manner and to the extent expressly permitted by this clause 10; and
- 10.2.3. at all times keep the Confidential Information strictly private and confidential.
- 10.3. CGTC may disclose the other Party's confidential information:
- 10.3.1. to its employees, officers, representatives, contractors, subcontractors or professional advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under the Agreement; and
- 10.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory body.
- 10.4. The Receiving Party's obligations under this clause 10 don't apply to Confidential Information which:
- 10.4.1. the Disclosing Party agrees in writing is not Confidential Information;

- 10.4.2. at the time of disclosure was in the public domain or subsequently enters into the public domain other than as the direct or indirect result of a breach of this clause by the Receiving Party;
- 10.4.3. has been received by the Receiving Party at any time from a third party who did not acquire it in confidence and who is free to make it available to the Receiving Party; or
- 10.4.4. was independently developed by the Receiving Party who had no knowledge of or access to the Disclosing Party's Confidential Information.
- 10.5. This clause 10 shall survive termination and/or expiry of the Agreement for a period of two (2) year from the date of such termination or expiry.
- 11. Data Protection**
- 11.1. In order to provide access for the User to the Platform, CGTC requires the User to provide the following personal data (i) full name; (ii) email address; (iii) employer company name; (iv) employer company address, postcode and region; (v) job title and company department; and (vi) industry of work. Once provided, CGTC and the User acknowledge that CGTC shall be the data controller in respect of such personal data for the purposes of the Data Protection Legislation.
- 11.2. CGTC shall only use personal data of the User:
- 11.2.1. to the extent necessary to grant and administer access to the Platform, which may require CGTC to share personal data with the third parties who administer, support, maintain and/or provide other services in connection with the Platform;
- 11.2.2. to request feedback from the User or their participation in surveys, including in accordance with clause 11.10;
- 11.2.3. on an anonymised, aggregated basis for the purpose of (i) reporting metrics in relation to use of the Learner Hub Materials, including without limitation to its grant funders and third party content providers; (ii) enhancing and/or improving the operation and functionality of the Learner Hub Materials; and (iii) promoting and marketing the Platform and other CGTC offerings.
- 11.3. The User hereby agrees to CGTC using the personal data for the purposes set out in clause 11.2.
- 11.4. In addition to the uses set out at clause 11.3, **only where the User has consented to the same** (and has not subsequently withdrawn such consent), CGTC shall use personal data of the User:
- 11.4.1. to keep the User informed in relation to new and upcoming Content or other training courses which CGTC considers may be of interest to the User; and
- 11.4.2. for marketing of certain other CGTC offerings.
- 11.5. The User hereby agrees to CGTC using the personal data for the purposes set out in clause 11.4, provided always that the User may unsubscribe from receiving such communications at any time by giving written notice to CGTC.
- 11.6. The User acknowledges and agrees to CGTC storing personal data of the User on cloud servers owned and operated by the third party host of the Platform.
- 11.7. CGTC shall also treat personal data received under this Agreement and shall be permitted to use the same in accordance with its privacy policy, a copy of which can be accessed via the following link: <https://ct.catapult.org.uk/privacy-policy>.
- 11.8. The User warrants that all personal data that it provides to CGTC under this Agreement will be, to the best of its knowledge, accurate and complete in all material respects.
- 11.9. In performing this Agreement, each Party shall at all times comply with its obligations under the Data Protection Legislation and shall not perform any obligation under this Agreement in such a way as to cause the other Party to breach its obligations under the Data Protection Legislation.
- 11.10. CGTC undertakes that it shall:
- 11.10.1. implement appropriate technical and organisational measures to maintain the security of such Personal Data and prevent unauthorised or unlawful access to, or processing of, or any accidental loss, destruction or damage to that personal data;
- 11.10.2. keep, and procure that all its Personnel keep, the personal data confidential in accordance with this Agreement;
- 11.10.3. notify the User of any personal data breach promptly in writing and use reasonable endeavours to cooperate with the User in relation to the handling of and response to such personal data breach (at the User's cost);
- 11.10.4. use reasonable endeavours to cooperate and assist the Company in relation to a request by a data subject to have access to personal data held about them and processed in connection with this Agreement;
- 11.10.5. not process personal data in territory which is not deemed to provide an adequate level of protection for personal data by the Information Commissioners Office; and
- 11.10.6. retain the personal data for a period of at least twelve (12) months from the date of termination of this Agreement, following which CGTC shall cease use of and irretrievably delete all personal data in relation to the Users, which will be effected by CGTC on a quarterly basis as part of CGTC's quarterly user data cleanse (such that the maximum retention period will be fifteen (15) months in aggregate), save (i) to the extent that a User has consented to the processing referenced in clause 11.4, in which case CGTC will continue to retain and process certain personal data to the extent necessary for these purposes; and (ii) that the third party host of the Platform may retain the personal data for a reasonable additional period as part of its automatic backup or disaster recovery systems. For the avoidance of doubt, this clause 11.10.6 does not extend to any anonymised, aggregated data sets produced by CGTC under this Agreement, which may be retained for such duration as CGTC considers appropriate.
- 11.11. Payment by Users for access to the Learner Hub Materials is facilitated by a third party payment provider, Stripe Payments Europe Limited
- ("Stripe"). For Stripe to process Users' payments and therefore to give effect to this Agreement, it is necessary for Users to share certain personal data directly with Stripe. Each User hereby acknowledges that by entering their personal data into the sign-up form for the Learner Hub Materials (regardless of whether they complete the transaction), the relevant User agrees to such personal data being processed by Stripe. Such personal data will be processed by Stripe in accordance with Stripe's privacy policy which is available via the following link: [Privacy Policy](#). Stripe's privacy policy also records the lawful bases for such processing.
- 11.12. As a recipient of UK Government grant funding, CGTC is required to demonstrate the impact delivered by its projects, which includes the operation of the Platform. Accordingly, the User acknowledges and agrees that it may be contacted by CGTC, its funders, or parties appointed by CGTC, to provide feedback and evidence relating to the Platform, its impact and the operation of this Agreement. During this Agreement and for a period of six (6) months after its expiry or termination, the User shall respond to all such requests for information within a reasonable period.
- 12. General**
- 12.1. These Terms apply to the exclusion of any other terms that the User seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 12.2. A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 12.3. Unless otherwise expressly specified in this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.4. CGTC reserves the right to vary or amend these Terms at its sole discretion and will notify the Content Provider of any changes made to these Terms.
- 12.5. The User shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.6. Nothing in this Agreement is intended to, or shall be deemed to, establish or imply any agency, partnership or joint venture between the Parties. No Party shall act or describe itself as the agent of another Party and no Party shall have, or hold itself out as having any authority to make commitments for or on behalf of another Party.
- 12.7. No failure or delay by CGTC to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 12.8. If any provision or part provision of this Agreement is held to be invalid, void or otherwise unenforceable by a court of competent jurisdiction then the provision or relevant part of the provision will be omitted and the remaining provisions of this Agreement and parts of the relevant provision as applicable will continue in full force and effect.
- 13. Force Majeure**
- Neither party shall be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under the Agreement, where such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances, the affected party shall give the other party as much notice as possible of the relevant events, circumstances, or causes and the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed by reason of the events, circumstances or causes beyond the affected party's reasonable control. If the period of delay or non-performance continues for sixty (60) days, the Party not affected may terminate the Agreement by giving not less than 5 days' written notice to the affected Party.
- 14. Governing Law**
- This Agreement shall be governed by and construed in accordance with the laws of England and Wales and English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.
- 15. Dispute Resolution**
- If a dispute arises out of or in connection with this Agreement ("Dispute"), the Parties will follow the procedure set out in this clause prior to the commencement of court proceedings. The party raising the Dispute will give to the other party written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with all relevant supporting documents. On service of the Dispute Notice, the Parties will attempt in good faith to resolve the Dispute for a period of thirty (30) days following the service of the Dispute Notice (or such longer period as may be agreed by the Parties in writing). Only where the Dispute is not resolved within such timeframe, are the Parties entitled to pursue court proceedings.