



HOST COMPANY TERMS OF BUSINESS

STANDARD TERMS OF BUSINESS

SUMMARY

These terms set out the conditions under which Pagoda Projects Ltd. will place interns, student consultants, or trainees (Participants) with your company (the Host) as part of Pagoda's programmes. Pagoda Projects Ltd. provides services such as recruitment and programme support at no cost, while the Host commits to offering a safe, supervised learning environment.

The terms outline key details, including programme structure, termination conditions, intellectual property rights, and data protection. These terms are intended to be open-ended agreement but may be terminated with 60 days' notice. This framework ensures a mutually beneficial partnership, giving the Host access to emerging talent, increased brand exposure, and the opportunity to contribute to student development while supporting business needs.

These terms were last updated on 20th February 2025.

1. DEFINITIONS

1.1. In these Terms and Conditions, the following words and phrases have the following meanings:

"Applicant(s)" means the Applications, person or persons introduced by Pagoda to the Host for an Engagement;

"Code of Conduct" means the rules, expectations and advice set out for the Participant by Pagoda;

"Engagement" means the agreement of the Host to engage the Applicant for an Internship, an Industry Experience, a Paid Placement or other purposes described in this Contract;

"Industry Experience" means a structured learning and professional development opportunity where a group of Participants gains practical experience working on real-world business challenges as research consultants under the guidance of the Host, developing skills and knowledge;

"In-person Internship" means a structured learning and training opportunity where the Participant gains practical experience under the guidance of the Host, developing skills and knowledge whilst based in the Host's office;

"Internship Agreement" means either a two-way or a three-way agreement signed by the Host, the Participant and sometimes the University to formalise the Participant's participation in this learning experience;



HOST COMPANY TERMS OF BUSINESS

"Introduction" means the Host's interview of an Applicant in person or by telephone or online, following the Host's instruction to the Company to search for an Applicant; or the passing to the Host of a curriculum vitae (CV) or other information which identifies the Applicant, and which leads to an Engagement of that Applicant by the Host;

"Online Internship" means a structured learning and training opportunity online where the Participant gains practical experience under the guidance of the Host, developing skills and knowledge remotely;

"Pagoda Community" means all the people involved in Pagoda Programmes, including but not limited to former Pagoda staff, Pagoda Participants, Pagoda alumni, Pagoda mentors, Pagoda event panellists;

"Participant(s)" means an Applicant that the Host has engaged after an Introduction from Pagoda (including Interns, Student Consultants, Placements Students and Trainees);

"Programme Agreement" means the contract signed by the Participant that finalises the programme dates and contains the Pagoda Code of Conduct;

"Remuneration" means base salary, bonus or commission earnings, inducement payments and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Participant for services rendered to or on behalf of the Host (only relevant for specified programmes);

"Serious Breach" means an act by the Participant that breaks or fails to observe rules as listed in the Code of Conduct;

"Supervisor" means the Host's employee or representative assigned to guide and support the Participant through the Programme;

"The University" means the Participant's university or educational institution.

1.2. In these Terms and Conditions, the following Key Milestones will apply:

"Application(s)" when Pagoda sends an electronic Application to the Host for consideration, either via email or via the Pagoda Portal, repeating the process if necessary to identify suitable Applicants.

"Introduction(s)" when Pagoda introduces an Applicant(s) to the Host online for an interview, repeating the process if needed to identify suitable Applicants.

"Acceptance" when the Host offers the opportunity to the Applicant(s) following a successful Application.

"Confirmation" when the Pagoda Programme is confirmed, and the Applicant has accepted the offer in writing via email or on the Pagoda Portal and signed the Programme Agreement and other necessary



HOST COMPANY TERMS OF BUSINESS

documentation.

"**Commencement**" is the start date of the Pagoda Programme as stated on the signed Programme Agreement.

"**Completion**" the end date of the Pagoda Programme as stated on the signed Programme Agreement.

1.3. Unless the context requires otherwise, references to the singular include the plural.

1.4. The headings in these Terms of Business are for convenience only and do not affect their interpretation.

2. THE CONTRACT

2.1. Pagoda Standard Terms of Business shall apply between

(a) Pagoda Projects Ltd incorporated and registered in England and Wales with company number 10992310 whose registered office is at The Copper Room, Deva City Office Park, Trinity Way, England, M3 7BG ("**Pagoda**"), and

(b) the host company or organisation ("**the Host**") that wishes to use Pagoda's services to recruit Pagoda interns, placement students, student consultants and/or trainees ("**Participant(s)**") as part of a Pagoda Programme. Together referred to as the "**Parties**" and each separately referred to as the "**Party**".

2.2. Pagoda has agreed to provide the following services to the Host subject to, and in accordance with, the Terms hereto.

2.3. These Terms of Business do not apply to Pagoda Recruitment Services outside the scope of Pagoda's Programmes. Specific terms Pagoda Recruitment Services beyond the scope of Pagoda's Programmes will be covered by separate Terms of Business upon request by the Host.

2.4. The Host acknowledges that Pagoda will not deal with the Host based on any contractual terms except for these Terms of Business unless otherwise agreed in writing. If the Host does not agree with these Terms of Business, then the Host cannot receive any Introductions to Applicants from Pagoda.

2.5. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Pagoda and the Host and are set out in writing and a copy of the varied terms is given to the Host stating the date on or after which such varied terms shall apply.

2.6. These Terms enclosed are the entire agreement between Pagoda and the Host and supersede all prior terms, conditions, warranties or representations to the fullest extent permitted by law.

3. TERM



HOST COMPANY TERMS OF BUSINESS

- 3.1. This Contract shall be deemed to have commenced on the Commencement Date, which shall be the date of signature by the Host and shall continue unless terminated earlier in accordance with its terms until it expires or is terminated pursuant to this clause 2 ("**the Term**").
- 3.2. These Terms constitute the contract between Pagoda and the Host, they become effective upon signature by the Host and are intended as an open-ended agreement. By signing below, the Host affirms that they have read, understood and agree to be bound by these Terms.
- 3.3. Both parties reserve the right to unilaterally terminate the Contract at any time without cause or penalty, whereby not less than sixty (60) days written notice of termination must be served to the other Party before the withdrawal of the Services.

4. PAGODA PROGRAMMES

- 4.1. Pagoda will offer services to the Host ("**the Services**") when the Host indicates that they are available to host Participants as part of one of Pagoda's upcoming programmes ("**Pagoda Programme**"). The Services and type of Participant that will be provided to the Host will vary in accordance with the type of Pagoda Programme, as listed below:
 - 4.1.1. Online Interns, as part of an **Online Internship Programme**
 - 4.1.2. In-person Interns, as part of an **In-person Internship Programme**
 - 4.1.3. Interns, as part of a **Blended Online and In-person Internship Programme**
 - 4.1.4. Long-term In-person Interns, as part of a **Paid Placement Internship Programme**
 - 4.1.5. A group of Student Consultants, as part of an **In-person Industry Experience Programme**
 - 4.1.6. A group of Student Consultants, as part of an **Online Industry Experience Programme**
- 4.2. Pagoda will provide the Host with the following Services as part of all Pagoda Programmes:
 - 4.2.1. **Pagoda Account Manager** - a Pagoda Staff member who will serve as the Host's main point of contact;
 - 4.2.2. **Pagoda Portal** - access to Pagoda's web browser-based portal which is built for Pagoda participants, alumni, hosts and university partners to connect, communicate and act as a resource and knowledge hub;
 - 4.2.3. **Pagoda Participants** - Introductions to Applicants (primarily university students or recent graduates from one of Pagoda's university connections) who will participate in one of the Pagoda Programmes listed in Clause 4.1;
 - 4.2.4. **Free Post-Programme Recruitment** - the option to recruit the Participants with no recruitment fee after the successful completion of a Pagoda Programme;
 - 4.2.5. **Pagoda Events** - the opportunity to join Pagoda Events such as Fireside Chats, Panel Discussions or Workshops as a guest speaker, and to use this as a platform to showcase to the global Pagoda Community; and



HOST COMPANY TERMS OF BUSINESS

- 4.2.6. **Pagoda Networking** - the opportunity to network internationally with other Pagoda Hosts and the wider Pagoda Community via the Pagoda Portal and Pagoda Events.
- 4.3. Pagoda is under a legal duty to supply the Services using reasonable care and skill.
- 4.4. The Services will be performed so far as reasonably practicable, at such time or times as Pagoda shall decide. Any times, dates or periods given by the Pagoda for provision of the Services are estimates only. Pagoda will make reasonable efforts to comply with any such time estimates and will perform the Services within a reasonable time. However, time is not of the essence in respect of Pagoda's performance of the Services.
- 4.5. The duration of each Pagoda Programme will vary depending on the Programme type, Pagoda will inform the Host of the duration of the specific Pagoda Programme every time Pagoda provides an Introduction.
- 4.6. Where the Host agrees to receive Introductions to Applicants for **Online Internship Programmes**, Pagoda will:
- 4.6.1. do an Introduction for the Host to the Applicant before the proposed Internship Start Date;
 - 4.6.2. repeat the Introduction process if necessary to identify suitable Applicants for the Host;
 - 4.6.3. provide the Host with a template for the Internship Agreement if required by the Participant's University and any other necessary documentation to be signed upon Acceptance;
 - 4.6.4. require the Participant to sign the Code of Conduct that sets out Pagoda's expectations;
 - 4.6.5. give the Participant an Orientation and online courses in preparation for the Online Internship, including information about the Host's country and local business culture;
 - 4.6.6. provide resources and support to the Host and help the Host resolve any issues raised during the Online Internship;
 - 4.6.7. provide online support and coaching to the Participant, including regular Check-ins and calls when necessary to discuss problems related or unrelated to the Internship; and
 - 4.6.8. provide any necessary documentation templates to the Host for references or certificates that may be required by the Participant upon Completion.
- 4.7. Where the Host agrees to receive Introductions to Applicants for **In-person or Blended Internship Programmes**, Pagoda will:
- 4.7.1. do an Introduction for the Host to the Applicant, the absolute latest an Introduction can take place is four weeks before the proposed Internship Start Date;
 - 4.7.2. repeat the Introduction process if necessary to identify suitable Applicants for the Host;
 - 4.7.3. provide the Host with a template for an Internship Agreement if required by the Participant's University and any other necessary documentation to be signed upon Acceptance;
 - 4.7.4. support the Host by providing templates if the Participant requires any documentation from the Host to apply for an appropriate visa to travel to the country;



HOST COMPANY TERMS OF BUSINESS

- 4.7.5. assist the Participant through the visa application process to obtain the appropriate visa to take part in the programme if necessary;
 - 4.7.6. require the Participant to sign the Code of Conduct that sets out Pagoda's expectations;
 - 4.7.7. organise or advise the Participant about accommodation and pick up the Participant upon arrival to the country to provide them with a transfer to the accommodation;
 - 4.7.8. give the Participant an Orientation and online courses in preparation for the Internship, including information about the Host's country and local business culture;
 - 4.7.9. arrange an introductory meeting between the Participant and the Host upon the start of the Internship;
 - 4.7.10. provide resources and support to the Host and help with any issues raised during the Internship;
 - 4.7.11. provide care, support and coaching to the Participant, including regular Check-ins and meetings when necessary to discuss problems related or unrelated to the Internship;
 - 4.7.12. provide support and advice to the Participant in the event of a medical emergency and/or other emergencies; and
 - 4.7.13. provide any necessary documentation templates to the Host for references or certificates that may be required by the Participant upon Completion.
- 4.8. Where the Host agrees to receive Introductions to Applicants for **Paid Placement Internship Programmes**, Pagoda will:
- 4.8.1. do an Introduction for the Host to the Applicant, the latest an Introduction can take place is four weeks before the proposed Placement Start Date;
 - 4.8.2. repeat the Introduction process if necessary to identify suitable Applicants for the Host;
 - 4.8.3. provide the Host with a template for an Internship Agreement if required and any other necessary documentation to be signed upon Acceptance;
 - 4.8.4. support the Host by providing a detailed Documentation Checklist if the Participant requires any documentation from the Host to apply for an appropriate visa to travel to the country;
 - 4.8.5. support the Participant through the visa application process to obtain the required legal status and permits to do a paid internship or work placement;
 - 4.8.6. require the Participant to sign the Code of Conduct that sets out Pagoda's expectations;
 - 4.8.7. assist the Participant to organise their accommodation;
 - 4.8.8. give the Participant an Orientation and online courses in preparation for the Internship, including information about the Host's country, and local business culture;
 - 4.8.9. arrange an introductory meeting between the Participant and the Host upon the start of the Placement;
 - 4.8.10. provide resources and support to the Host and help with any issues raised during the Placement;
 - 4.8.11. provide care, support and coaching to the Participant, including regular Check-ins and meetings when necessary to discuss problems related or unrelated to the Placement;
 - 4.8.12. provide support and advice to the Participant in the event of a medical emergency and/or other emergencies; and



HOST COMPANY TERMS OF BUSINESS

4.8.13. provide any necessary documentation templates to the Host for references or certificates that may be required by the Participant upon Completion.

4.9. Where the Host agrees to receive Introductions to Applicants for **In-person Industry Experience Programmes**, Pagoda will:

- 4.9.1. provide the Host with a structured consultancy project template and examples of recommended Industry Experience research projects, as well as guidance in selecting a research project that aligns with the interests and objectives of both the Participants and the Host;
- 4.9.2. conduct a selection process to assemble a group of Participants who will serve as consultants for the Host. The final group of Participants will be confirmed no later than one week before the proposed Programme Start Date;
- 4.9.3. provide the Host with a template for a Project Agreement if required by the Participants' University and any other necessary documentation to be signed upon Acceptance;
- 4.9.4. support the Host by providing templates if the Participants require any documentation from the Host to apply for an appropriate visa to travel to the country;
- 4.9.5. assist the Participant through the visa application process to obtain the appropriate visa to take part in the programme if necessary;
- 4.9.6. require the Participant to sign the Code of Conduct that sets out Pagoda's expectations;
- 4.9.7. organise or advise the Participants about accommodation and pick up the Participants upon arrival to the country and provide them with a transfer to the accommodation;
- 4.9.8. give the Participants an Orientation and online courses in preparation for the Programme, including information about the Host's country and local business culture;
- 4.9.9. arrange an introductory meeting between the Participants and the Host upon the start of the Programme;
- 4.9.10. provide resources and support to the Host and to help with any issues raised during the Programme;
- 4.9.11. provide care, support and coaching to the Participants, including regular Check-ins and meetings when necessary to discuss problems related or unrelated to the Programme;
- 4.9.12. provide support and advice to the Participant in the event of a medical emergency and/or other emergencies; and
- 4.9.13. provide any necessary documentation templates to the Host for references or certificates that may be required by the Participant upon Completion.

4.10. If Pagoda is required to change a Participant's placement from another host, either before or during the Programme due to unforeseen circumstances, Pagoda reserves the right to contact the Host last minute to offer the Host a late Introduction to the Participant.

5. THE HOST'S OBLIGATIONS



HOST COMPANY TERMS OF BUSINESS

- 5.1. Throughout the Term, to ensure each programme is a success for all parties involved, the Host will:
- 5.1.1. cooperate with Pagoda in all matters relating to the Services;
 - 5.1.2. respond promptly to any correspondence, request, query or communication from or on behalf of Pagoda; and
 - 5.1.3. provide all documents, information, items and materials in any form as are reasonably required by Pagoda in connection with the Services.
- 5.2. The Host warrants that they do not carry out any activities that could bring the Participant into disrepute (including on social media). The Host must ensure that all tasks or projects they assign to the Participant shall comply with the relevant local laws and regulations and shall not compromise the Participant's safety or the safety of others.
- 5.3. If the Host does not comply fully and properly with their responsibilities under this clause, Pagoda may, without prejudice to their legal rights suspend the provision of the Services until such time as the Host complies, so far as reasonably practicable, with their responsibilities under these Terms and Conditions.
- 5.4. Where the Host agrees to receive Introductions to Applicants for **Online Internship Programmes**, the Host will:
- 5.4.1. interview the Applicant online before Acceptance;
 - 5.4.2. promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Host;
 - 5.4.3. inform the Applicant in the interview if there will be any remuneration applicable for the Internship;
 - 5.4.4. sign any necessary documentation to be signed for the Participant upon Acceptance;
 - 5.4.5. provide a clear internship plan for the Participant to ensure a positive structured start and inform Pagoda of the online office hours before the start of the Internship;
 - 5.4.6. provide a safe online work and learning environment for the Participant, to protect the Participant from any inappropriate content, bullying or harassment;
 - 5.4.7. give the Participant access to all the necessary resources and clear communication channels with colleagues to help the Participant to complete their tasks effectively;
 - 5.4.8. allocate the Participant a supervisor for the full duration of the Internship;
 - 5.4.9. inform Pagoda immediately if the assigned supervisor is not able to fulfil the duties and allocate the Participant an alternative supervisor as soon as possible;
 - 5.4.10. The allocated supervisor should:
 - 5.4.10.1. take a proactive approach to engaging with the Participant;
 - 5.4.10.2. respond to all enquiries from the Participant within 48 hours, including the provision of feedback on any work completed by the Participant;
 - 5.4.10.3. conduct at least one weekly virtual meeting with the Participant to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;



HOST COMPANY TERMS OF BUSINESS

- 5.4.10.4. provide constructive feedback and comments on the Participant's progress to Pagoda when needed;
- 5.4.10.5. complete Pagoda's check-in and feedback form when requested to leave a record of the Participant's progress on Pagoda's system;
- 5.4.10.6. complete a final Participant performance review upon completion of the Internship.

5.5. Where the Host agrees to receive Introductions to Applicants for In-person or Blended Internship Programmes - the Host will:

- 5.5.1. interview the Applicant online before Acceptance;
- 5.5.2. promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Host;
- 5.5.3. inform the Applicant in the interview if there will be any remuneration applicable for the Internship;
- 5.5.4. inform the Applicant in the interview if hybrid working arrangements apply to the office space;
- 5.5.5. sign any necessary documentation to be signed for the Participant upon Acceptance;
- 5.5.6. comply with Pagoda requests for any documentation needed to assist the Participant to apply for the appropriate visa where possible;
- 5.5.7. provide a clear internship plan for the Participant to ensure a positive structured start and inform Pagoda of the office hours before the start of the Internship;
- 5.5.8. provide a safe work and learning environment for the Participant and protect the Participant from any hazards, inappropriate, content, bullying or harassment;
- 5.5.9. give the Participant access to all the necessary technology, resources and communication channels with colleagues to help the Participant to complete their tasks as effectively;
- 5.5.10. allocate the Participant a supervisor for the full duration of the Internship;
- 5.5.11. inform Pagoda immediately if the assigned supervisor is not able to fulfil the duties and allocate the Participant an alternative supervisor as soon as possible;
- 5.5.12. The allocated supervisor should:
 - 5.5.12.1. take a proactive approach to engaging with the Participant;
 - 5.5.12.2. respond to all enquiries from the Participant within 48 hours, including the provision of feedback on any work completed by the Participant;
 - 5.5.12.3. conduct at least one weekly one-on-one meeting with the Participant to discuss progress, blocks, challenges, capacity and to adjust the nature of the work if necessary;
 - 5.5.12.4. provide constructive feedback and comments on the Participant's progress to Pagoda when needed;
 - 5.5.12.5. complete Pagoda's check-in and feedback form when requested to leave a record of the Participant's progress on Pagoda's system;
 - 5.5.12.6. complete a final Participant performance review upon completion of the Internship.



HOST COMPANY TERMS OF BUSINESS

- 5.6. Where the Host agrees to receive Introductions to Applicants for **Paid Placement Internship Programmes**, the Host will:
- 5.6.1. interview the Applicant online before Acceptance;
 - 5.6.2. promptly confirm rejection or acceptance of the Applicant in writing, the final decision to accept or reject the Applicant is at the complete discretion of the Host;
 - 5.6.3. agree to pay the Participant a minimum level of remuneration which has been approved in writing by Pagoda;
 - 5.6.4. sign a contract with the Participant upon Acceptance containing the following details:
placement duration, days of work and working hours, holidays, the calculation of pay, the payday, the method of payment, benefits, overtime pay, health and safety regulations, termination of employment conditions and information regarding labour insurance premiums
(Pagoda will confirm what is needed in the Documentation Checklist applicable in your country);
 - 5.6.5. make arrangements for the necessary deduction of income tax from the Participant's monthly salary, register the Participant for the labour insurance and national health insurance programs, and support the Participants in obtaining the correct Alien Residence Permit (Pagoda will confirm this in the Documentation Checklist if this is applicable in your country);
 - 5.6.6. provide a safe working environment for the Participant and protect the Participant from any hazards, inappropriate, content, bullying or harassment;
 - 5.6.7. provide a clear internship plan for the Participant to ensure a positive structured start;
 - 5.6.8. give the Participant access to all the necessary technology, resources and communication channels with colleagues to help the Participant complete their tasks as effectively;
 - 5.6.9. allocate the Participant a supervisor for the full duration of the Internship;
 - 5.6.10. inform Pagoda immediately if the assigned supervisor is not able to fulfil the duties and allocate the Participant an alternative supervisor as soon as possible;
 - 5.6.11. The allocated supervisor should:
 - 5.6.11.1. take a proactive approach to engaging with the Participant;
 - 5.6.11.2. respond to all enquiries from the Participant within 48 hours, including the provision of feedback on any work completed by the Participant;
 - 5.6.11.3. conduct at least one weekly one-on-one meeting with the Participant to discuss progress, blocks, challenges, and capacity and to adjust the nature of the work if necessary;
 - 5.6.11.4. provide feedback and comments on the Participant's progress to Pagoda when needed;
 - 5.6.11.5. complete Pagoda's check-in form when requested to leave a record of the Participant's progress on Pagoda's system;
 - 5.6.11.6. complete a final Participant performance review upon completion of the Internship.
- 5.7. Where the Host agrees to receive Introductions to Applicants for **In-person Industry Experience Programmes**, the Host will:



HOST COMPANY TERMS OF BUSINESS

- 5.7.1. promptly confirm rejection or acceptance of the Industry Experience consultancy project in writing, the final decision to accept the project is at the complete discretion of the Host;
- 5.7.2. sign any necessary documentation to be signed for the Participants' University upon Acceptance;
- 5.7.3. provide a clear written project briefing for the group of Participants;
- 5.7.4. give the group of Participants access to all the necessary resources to help them complete the project effectively;
- 5.7.5. allocate the Participants a Project Advisor for the full duration of the Programme;
- 5.7.6. inform Pagoda immediately if the assigned Project Advisor is not able to fulfil the duties and allocate the Participants to an alternative Advisor as soon as possible;
- 5.7.7. The allocated Project Advisor should:
 - 5.7.7.1. take a proactive approach to engaging with the Participants;
 - 5.7.7.2. respond to all enquiries from the Participants within 48 hours, including the provision of feedback on any work completed;
 - 5.7.7.3. conduct a project briefing session and weekly progress meetings with the Participants as well as attend the final project presentation;
 - 5.7.7.4. provide an office or workspace for Participants to meet and work on the group project together (Pagoda will confirm if this is needed for each Programme);
 - 5.7.7.5. provide feedback and comments on the Participants' progress to Pagoda when asked;
 - 5.7.7.6. complete Pagoda's scoring matrix when requested to provide individual feedback for each Participant on Pagoda's system.

6. RELATIONSHIP AND NATURE OF THE PROGRAMMES

- 6.1. The relationship between the Participant and the Host shall not be construed as professional employment unless otherwise stated in a signed contract between the Host and the Participant. Internships and other programmes are strictly limited to the agreed Programme Start and End Dates and are intended solely as training periods.
- 6.2. These programmes may be classified as either part of the Participant's academic curriculum (curricular) or as an additional activity outside their main studies (extracurricular), depending on the University's rules. Regardless of the classification, both parties agree that the main goal of these programmes is to create benefits for everyone involved. One key benefit is giving the Participant a chance to gain real-world industry experience that enhances their academic learning. The Host should also provide a safe and supportive environment where the Participant feels comfortable making mistakes. These mistakes should be seen as learning opportunities to help the Participant grow and improve.

7. PRICE AND PAYMENT



HOST COMPANY TERMS OF BUSINESS

- 7.1. The Services provided under this Contract as part of Pagoda's Programmes as listed in Clause 4 will be delivered to the Host by Pagoda free of charge.
- 7.2. If the Host requires additional services beyond the scope of these programmes—such as specialised graduate recruitment or other tailored support—these will be subject to separate Terms of Business and applicable fees. Any such services are optional and will be agreed upon separately if needed.

8. EARLY TERMINATION OR EXTENSION OF A PAGODA PROGRAMME

- 8.1. The Host shall inform the Participant of their expectations and any rules that must be followed before the Programme Start Date. If the Participant breaches the rules or does not perform according to the Host's expectations, the Host must report this to Pagoda as quickly as possible. Pagoda will act as a mediator in such situations, working with the Participant and the Host to find a fair resolution. The Host reserves the right to dismiss the Participant after completing the steps listed in [Pagoda's Participant Dismissal Procedure](#).
- 8.2. Pagoda reserves the right to terminate the Participant's Programme due to disciplinary reasons if the Participant breaches [Pagoda's Code of Conduct](#). Although Pagoda will always endeavour to resolve any issues during the Programme and will issue a warning to the Participant upon initial breach of the Code of Conduct, as a last resort Pagoda reserves the right to terminate the Participant's Programme. Pagoda reserves the right to terminate the Participant's Programme immediately for a Serious Breach of the Code of Conduct. If Pagoda terminates the Participant's programme, the Host agrees to terminate the Internship and any ongoing Programme projects.
- 8.3. The Host or Pagoda reserves the right to postpone or terminate a Programme early if either party is subject to an event as described in Clause 14 ("Circumstances Beyond the Control of the Parties").
- 8.4. If the Host would like to extend the Participant's Programme beyond the dates written in the Programme Agreement, the Host must inform Pagoda to obtain written permission. Pagoda reserves the right to refuse the extension of the Participant's Programme due to the Participant's study obligations or other related factors.
- 8.5. If The Host would like to end the Participant's Programme earlier than the scheduled end date or to cancel the Engagement for any reason not outlined in Clause 14 ("Circumstances Beyond the Control of the Parties"), the Host is obliged to inform Pagoda at least 60 days in advance so that Pagoda can evaluate the situation and reassign the Participant to another Host if necessary.

9. BENEFIT FROM FREE POST-PROGRAMME RECRUITMENT

- 9.1. The Host has the opportunity to hire Participants on a temporary or permanent basis after they complete the Pagoda Programme. This provides the Host with direct access to pre-vetted talent without incurring any



HOST COMPANY TERMS OF BUSINESS

recruitment fees from Pagoda.

- 9.2. The Host agrees to inform Pagoda if they employ the Participants on a temporary or a permanent basis at any time following the successful completion of the Pagoda Programme.

10. SUB-CONTRACTORS, AGENCY OR PARTNERSHIP

- 10.1. Pagoda can, at its absolute discretion, choose to retain or instruct sub-contractors to carry out the Services in whole or part.
- 10.2. Nothing in these Terms and Conditions is intended to or does imply any partnership, fiduciary relationship, joint venture, agency or any other relationship between the Parties, save as provided for in these Terms and Conditions.

11. LIABILITY, INDEMNITY AND SAFETY

- 11.1. Nothing in these Terms and Conditions seeks to limit the liability of either Party for:
- 11.1.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
 - 11.1.2. fraud by it or its employees; or
 - 11.1.3. breach of any obligation as to title implied by statute; or
 - 11.1.4. any other act or omission, liability for which may not be limited under Applicable Law.
- 11.2. Neither Party shall be liable to the other whether in contract, negligence, tort, breach of statutory duty or otherwise for any loss or damage sustained by the other Party indirectly or consequentially and including but not limited to economic loss or loss of profits, goodwill or business in general.
- 11.3. Subject to the rest of this clause, each party's total liability to the other party under or in connection with this Contract will not, in any circumstances, exceed twenty-five thousand pounds sterling (£25,000).
- 11.4. In the event that the Host or their employees or agents breach these Terms and Conditions, or are negligent in their actions, the Host will, to the fullest extent permitted by law, indemnify Pagoda against any liability, loss, claim, damage, expense suffered by Pagoda as a result.
- 11.5. Pagoda reserves the right to conduct due diligence checks on the Host, a member of Pagoda staff may request to visit the Host's office before the Programme Start Date, and/or request a copy of the following documentation from the Host:
- 11.5.1. Certificate of Registration or Incorporation;



HOST COMPANY TERMS OF BUSINESS

11.5.2. Certificate of Liability Insurance (public, employer's or otherwise if applicable);

11.5.3. Workplace Fire and or Safety Risk Assessments (if applicable).

11.6. Where the Pagoda Participants are required to travel abroad, the Participant is responsible for their own safety whilst in country. Pagoda will ensure that the Participant has sufficient travel and medical repatriation insurance coverage for the duration of the Programme.

11.7. Neither Pagoda nor the University is liable for the performance or actions of the Participant in relation to fraud, embezzlement, extortion, data breaches, intellectual property and or disclosure of sensitive information belonging to the Host. Pagoda hereby strongly encourages the Host to complete a non-disclosure and forbiddance of competition agreement with each Participant if deemed necessary.

12. PROPERTY, INTELLECTUAL PROPERTY AND MARKETING CONTENT

12.1. Any property or intellectual property rights in any material owned by Pagoda shall belong to Pagoda and the Host shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.

12.2. Any property or intellectual property rights in any material owned by the Host shall belong to the Host and Pagoda shall not cause or permit anything to endanger those rights or title, or permit, assist or encourage others to do so.

12.3. This clause is subject to the right of the Parties to use any such material so far as is reasonably required to carry out the agreed Services.

12.4. The Host warrants that any material, whether comprising documents, data, records or any other materials, that it provides to Pagoda does not infringe the intellectual property rights of any non-Party. The Host agrees to indemnify Pagoda against any loss, damage, cost, expense or claim of any kind that may arise as a result of such an infringement.

12.5. The Host may not use any material, whether comprising documents, data, records or any other materials, to create or directly assist any activities which could be regarded as direct competition to Pagoda.

12.6. Pagoda reserves the right to use photographic or video material of Pagoda Participants, Supervisors or the Host's premises taken during the delivery of the Services for digital marketing purposes at their discretion. Permission for any filming or photography of the Host's employees, premises or property will always be sought from the Host in advance.

13. CONFIDENTIALITY AND DATA PROTECTION



HOST COMPANY TERMS OF BUSINESS

- 13.1. The Parties will use their best endeavours to keep confidential any confidential information relating to the other Party that is provided or otherwise accessed in the performance of the Services. Neither Party shall disclose any confidential information without the consent of the other Party, except to comply with an order of a court of competent jurisdiction or if required in connection with legal proceedings relating to these Terms and Conditions.
- 13.2. The Parties' obligations under this clause shall continue after the termination or completion of the Services unless or until the information concerned becomes public knowledge or is otherwise in the public domain through no fault of the Party bound to keep it confidential under this clause.
- 13.3. Introductions of Applicants are confidential. The Host shall not without the prior written consent of Pagoda provide any information in respect of an Applicant or a Participant to any Third Party whether for employment purposes or otherwise. The Host will limit the access to the Applicant, the Participant or the Participant's CV, personal information and contact details exclusively to relevant individuals within the Host's organisation.
- 13.4. The Parties agree to comply with the Data Protection Act 2018 of the United Kingdom ("**the Act**") if while processing the data of any members of the Pagoda Community. In addition, the Host shall not cause or seek to cause Pagoda to breach the Act in connection with these Terms and shall provide any and all information requested by Pagoda in a timely manner to assist Pagoda to respond to a Data Subject access request (as defined within the Act).

14. CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTIES

- 14.1. Pagoda shall not be liable for any delay or failure to perform any term or part of these Terms and Conditions due to circumstances beyond the reasonable control of Pagoda. Such circumstances include – but are not limited to – industrial action, lock out, trade dispute, power failure, internet outage, pandemic, fire, natural disaster or outbreak of war. As soon as is reasonably possible after the discovery of such circumstances, Pagoda will notify the Host in writing of any anticipated or existing delay or failure in performance.
- 14.2. Pagoda retains the right to alter the terms of our Services, where in our opinion the circumstances, such as those listed in Clause 14.1, require such an alteration. In such cases, you are not obliged to accept an amendment to the Services if the amended Services suggested are in our opinion not of an equivalent nature and quality.
- 14.3. If the circumstances referred to in this clause continue for a period of longer than 30 days, Pagoda can end the contract by giving 30 days' notice in writing to the Host. All money owing under these Terms and Conditions before the circumstances arose shall be paid immediately.

15. PAGODA POLICIES



HOST COMPANY TERMS OF BUSINESS

15.1. Both parties will comply with the following Pagoda policies in relation to collaboration on Pagoda Programmes:

the Anti-bribery Policy

(<https://pagodaprojects.com/toolkit/Pagoda-Projects-Anti-Bribery-Policy.pdf>);

the Child Protection Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Child-Protection-Policy.pdf>);

the Combatting Exploitation & Modern Slavery (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Exploitation-Modern-SlaveryPolicy.pdf>);

the Diversity and Equality Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Diversity-&-Equality-Policy.pdf>);

the Health and Safety Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-Health-and-Safety-Policy.pdf>);

the Prevention of Sexual Exploitation Policy (<https://pagodaprojects.com/toolkit/Pagoda-Projects-PSEAH-Policy.pdf>).

16. AMENDMENT AND TRANSFER OF RIGHTS

16.1. These Terms can only be amended by the agreement of the Parties in writing with signatures on behalf of both.

16.2. Pagoda is permitted to assign or transfer any rights or obligations under these Terms and Conditions or subcontract the same for performance to a third party. The Host is not permitted to assign or transfer any rights or obligations under these Terms and Conditions without the prior written permission of Pagoda.

17. SEVERANCE

17.1. If any of the provisions of these Terms and Conditions are unlawful, invalid or otherwise unenforceable, they will be severed from the remainder. The Terms and Conditions which are left will remain valid and enforceable.

18. THIRD PARTIES

18.1. These Terms and Conditions are not intended to and do not confer any rights on any person who is not a Party. Any person who is not a Party does not have the right to enforce any provision of these Terms and Conditions.

19. WAIVER

19.1. Any failure or delay by Pagoda in using rights or powers provided by these Terms and Conditions shall not constitute a waiver of the whole or any part of these Terms and Conditions. The partial or sole use of any



HOST COMPANY TERMS OF BUSINESS

rights or powers provided by these Terms and Conditions shall not prevent any additional use of the same rights or powers. The rights, powers and remedies in these Terms and Conditions are additional to the rights of the Parties provided by law.

20. GOVERNING LAW AND JURISDICTION

- 20.1. Each party to this Contract irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this Contract, including any question regarding its existence, validity, formation or termination. For these purposes, each party irrevocably submits to the jurisdiction of the English courts.

21. NOTIFICATIONS, COMPLAINTS AND CONTACT DETAILS

- 21.1. If the Host wants to raise any queries or concerns about any aspect of Pagoda's services, please raise them directly with the Account Manager as soon as possible. In the event of an unresolved query or concern, the Host can raise a complaint of any nature using Pagoda's complaints policy:
<https://pagodaprojects.com/documents/Pagoda-Projects-Complaints-and-Grievance-Policy.pdf>.
- 21.2. In the event of any breach or alleged breach of this Contract by either party, the breaching party shall promptly notify the other party in writing. The notification shall provide details of the alleged breach, including relevant facts and circumstances. Upon receiving a breach notification, both parties agree to make good faith efforts to resolve the issue through mutual discussion and negotiation. They shall endeavour to find a mutually satisfactory solution that preserves the integrity of the Contract and the working relationship between the parties.
- 21.3. In circumstances where the Host is required to contact Pagoda in writing, Pagoda can be contacted by mail to Pagoda Projects Ltd, C/O The Unseen Group, Work Life, CORE, Brown Street, Manchester, United Kingdom, M2 1DH, or via email to contracts@pagodaprojects.com.