

CCP Membership Scheme Terms and Conditions

- 1. The Centre for Competition Policy (“CCP”)** is a research centre whose legal body is the University of East Anglia (“UEA”) of Norwich Research Park, Norwich, NR4 7TJ.

- 2. Purpose**
 - i. In submitting an application you are applying to become a member of the CCP Membership Scheme
 - ii. Once accepted onto the Membership Scheme, members are bound by these Terms and Conditions including the Schedules therein
 - iii. The Membership Scheme is managed by the CCP Centre Manager (“Membership Manager”)

- 3. Benefits and Limitations**
 - i. Members of the Scheme are entitled to the following benefits, the details of which are attached as Schedule 1 to these Terms and Conditions
 - i. Automatic acknowledgement of your support on CCP’s Working Paper Series, website, and other publicity material for the duration of the membership
 - ii. Two free places at CCP’s Annual Conference
 - iii. Priority consideration for participation in training, workshops and other events with limited numbers
 - iv. First refusal on all sponsorship opportunities such as the Annual Conference and the Research Bulletin
 - ii. In addition, and only following a direct request from the Member to the Membership Manager who will aim to arrange a suitable time and venue for meetings in a timely manner in accordance with the detail in Schedule 1
 - i. one half-day personalised workshop/discussion/training event per year, to be held in Norwich
 - ii. Up to two meetings per year with CCP’s Director to be held in either Norwich or London OR a second half-day event in London
 - iii. Any other benefits or variations on these benefits that the Member may agree from time to time with the Membership Manager and shall be confirmed in writing
 - iii. Members shall be responsible for covering their own costs of attending meetings with CCP
 - iv. Members shall be solely responsible for ensuring they utilise their benefits throughout their membership and no refund can be applied for a Member’s failure to utilise their benefits

- 4. Making an application**
 - i. Applications should be made on the CCP Membership Scheme Application Form attached, fully completed and signed

- ii. Applicants should identify whether they wish to apply for an annual or three year membership and should identify their preference on the application form
- iii. Applications can be submitted by post or electronically direct to CCP
- iv. No money is required to be sent with the application as UEA shall invoice your organisation on acceptance of your Membership Scheme Application. However if you would prefer to send a cheque, these should be made payable to the University of East Anglia and marked 'CCP Membership Scheme' on the reverse
- v. Acceptance to the Scheme is at the discretion of the Membership Manager
- vi. Once accepted onto the Scheme Members will receive a written 'Membership Confirmation' letter confirming acceptance and the period and duration of their membership
- vii. Three months before the end of the membership period Members shall be contacted by the Membership Manager to discuss renewal for a further period

5. Fees

- i. Organisations can apply to become an annual member for an annual subscription fee of £6000 or for three years at a reduce subscription fee rate of £15,000 total.
- ii. Organisations opting for the 3 year membership subscription ONLY may opt to pay by instalments being:
 - 1st instalment on acceptance onto Membership Scheme £6000
 - 2nd instalment 12 months from the start date of the Membership £6000
 - 3rd instalment 24 months from the start date of the membership £3000
- iii. The instalment times and dates are non negotiable
- iv. Once accepted onto the Scheme members shall receive, along with their Membership Confirmation letter, an invoice for the full amount of the chosen Membership period
- v. For Members who have opted for a three year Membership by instalments only the first instalment will be invoiced for at this stage. The remaining instalments shall be invoiced for in accordance with Clause 5.ii above
- vi. All invoices should be paid by Members in a timely manner. Failure to pay an invoice within a reasonable timeframe may result in the termination of your Membership

6. Cancellation

Members may cancel their Membership at any time by giving 30 days notice in writing.

7. Termination by CCP

- i. Where in CCPs reasonable opinion a Member is in breach of these Terms and Conditions or where a dispute discussed in good faith cannot be resolved, CCP may terminate the Membership of that Organisation with immediate effect by written notification. In the unlikely event that such a termination occurs there shall be no fee refund

- ii. Should CCP cease to operate as CCP then CCP will send you notification of termination of CCP which shall effectively terminate your Membership with effect from the end date of your current Membership or the end date of CCP whichever is the earlier. Should this occur CCP shall endeavour to work with you to ensure you are given the opportunity to receive full membership benefits prior to termination. Where the end date of CCP is the earlier termination date members may be entitled to a fee refund as set out in Clause 8 below

8. Fee Refunds

- i. Fee refunds where the Member has cancelled their membership shall be as follows:

- i. Annual Membership

There shall be no fee refund for Members on the Annual membership option

- ii. Three year membership

For cancellations made where the full three year fee has been paid in advance following the acceptance onto this Membership Scheme

- Cancellations within the first year, a refund of £9000,
- Cancellations made during year 2 of the membership, a refund of £3000
- No refunds shall be made for cancellations thereafter

For Cancellations made where the instalment option was chosen, there shall be no fee refund

- ii. Fee refunds where CCP has terminated the Membership due to CCP ceasing to operate
 - Members who have paid for a full three year membership in advance shall be entitled to a refund for each full year of membership left
 - Members for whom it has not been possible for CCP to provide full benefits, through no fault of the Member, shall be entitled to request a discretionary fee refund from CCP on fair and reasonable grounds which shall be done in conjunction with UEA as the legal body at all times. UEA's decision on any discretionary refund shall be final

9. General

- i. CCP reserves the right to amend these Terms and Conditions from time to time. Amended terms shall be sent to Members as soon as practicable and shall apply with immediate effect with the exception of changes to fee charges (see 9.ii)
- ii. CCP reserves the right to amend its fees in line with reasonable cost of living increases. Amended fees shall not be applied until the Membership renewal date
- iii. Becoming a Member of the Scheme does not create, imply or evidence any partnership or joint venture between the members and CCP/UEA, nor is the relationship between them one of principal and agent. Members have no

- authority to make any representation or commitment, or to incur any liability, on behalf of CCP/UEA
- iv. Nothing in this agreement is intended to transfer ownership of any intellectual property. Thus any intellectual property brought to or developed by an organisation as a result of their involvement in this Membership Scheme shall remain the property of that organisation
 - v. Members, CCP and UEA agree to keep at all times all information identified by one organisation to the other as confidential or any business information of an organisation that could reasonably be deemed to be confidential, unless required to reveal that information by a court of law or statute
 - vi. UEA and CCP shall not to use Member data including personal data for any other reason than for the purpose of operating this Membership Scheme and supporting Members' benefits and shall at all times treat all personal data as sensitive and deal with it in accordance with the Data Protection Act 1998
 - vii. The organisations agree to raise any disputes relating to this Membership Scheme with each other in good faith in the first instance. Where agreement cannot be reached between the organisations then either organisation may terminate/ cancel their Membership to this Scheme. Any fee refunds due shall be in accordance with Clauses 7 & 8
 - viii. These terms and conditions are governed by the Law of England and Wales and are subject to the jurisdiction of the English Courts

April 2017

CCP Membership Scheme Terms and Conditions: Schedule 1

Members' benefits

1. *Automatic acknowledgement of your support on CCP's Working Paper Series, website, and other publicity material for the duration of the membership*

1.1 The following statement will appear on the CCP website, and on other CCP publicity material:

"The following organisations are subscribed to the CCP Membership Scheme and their support is gratefully acknowledged"

1.2 The above acknowledgement and logos shall be used on the webpage that lists CCP working papers and not on the individual working papers

1.3 This acknowledgement of support statement may in some instances, where deemed necessary, be followed by the following disclaimer:

"Membership of this scheme or use of members' logos does not imply agreement by those organisations with any of the views or ideas published by CCP or any of its staff and students."

2. *Two free places at CCP's Annual Conference*

These will be allocated to Member organisations at time of release. Members are requested to provide the names of the individuals who will take up these places at least one month before the date of the Conference.

3. *Priority consideration for participation in training, workshops and other events with limited numbers*

Member organisations will be contacted about any such opportunities as soon as they are known, in advance of general release. Members are required to confirm or refuse such offers in a timely manner and in accordance with the booking conditions of the event.

4. *First refusal on all sponsorship opportunities such as the Annual Conference and the Research Bulletin*

Subject to bilateral negotiation on a case by case basis

5. *One half-day personalised workshop/discussion/training event per year, to be held in Norwich*

Following a direct request from the Member to the Membership Manager, a suitable time and venue for this free event within 2 months of the request will be arranged, subject to the availability of key persons requested to participate in the event.

6. *Up to two meetings per year with CCP's Director to be held in either Norwich or London (OR a second half day event, in London)*

Following a direct request from the Member to the Membership Manager, a suitable time and venue for these meetings will be arranged, to take place as soon as possible and within 1 month of the request, subject to the availability of the Director.

7. Members shall be reminded of their remaining benefits in a quarterly communication to enable CCP to manage bookings in accordance with the terms outlined in 5 and 6 of this Schedule

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