



**Cambridge Assessment  
English**

**Cambridge Assessment English**

**and**

**Brno Masaryk University**

**Centre Agreement**

**Centre Number:**

**CZ025**

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**THIS AGREEMENT** is made on 02 August 2018 | 11:11 BST ("**Commencement Date**")

**BETWEEN:**

- (1) **Cambridge Assessment English** ("**Cambridge Assessment English**"), a department of the University of Cambridge Local Examinations Syndicate of The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, UK ("**UCLES**") where UCLES acts for and on behalf of The Chancellor, Masters and Scholars of the University of Cambridge;

**AND**

- (2) **Brno Masaryk University** (the "**Centre**") of **Centre for International Cooperation, Masaryk University, Komenskeho nam. 2, 602 00 Brno Czech Republic.**

Company Registration No. 00216224

**Centre Number: CZ025**

(each a "**Party**" and together, "**the Parties**").

The Parties agree:

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 **In this agreement (the "Agreement") the following words and phrases have the meanings given below:**

<b>"Action Plan"</b>	means the document the Centre is required to provide to Cambridge Assessment English detailing how and when it will put right any faults noted during an Inspection or Audit;
<b>"Additional Administrative Centre Number"</b>	means an extra centre number issued for specific reasons, as set out in clause 4.1.3;
<b>"Audit"</b>	means the check carried out on non-Qualification days, observing a Centre's compliance with any or all of the regulations. An Audit will normally be carried out at the Centre Premises and normally arranged in advance;
<b>"Business Day"</b>	means a day on which the banks are open for business in England;
<b>"Cambridge Assessment English Authorised Exam Centre" or "Centre"</b>	means an institution approved by Cambridge Assessment English to offer one or more of Cambridge Assessment English's Cambridge English Qualifications and/or Cambridge English Teaching (together " <b>Qualifications</b> ");

<b>“Cambridge Assessment English Regulation Documentation”</b>	means the collection of online guides available on the Support Site and any accompanying printed documents provided by Cambridge Assessment English, which set out regulations for running Qualifications and provide guidance on the administrative tasks to be carried out in addition to detailing the responsibilities of a Cambridge Assessment English Authorised Exam Centre;
<b>“Cambridge English Qualifications”</b>	means the examinations set out on the Cambridge English website, as amended from time to time;
<b>“Cambridge English Teaching”</b>	means courses and examinations for teachers of English, as set out on the Cambridge English website, as amended from time to time;
<b>“Candidate”</b>	means an individual registered by a Centre for the purpose of taking a Qualification;
<b>“Centre’s Premises” or “Centre Premises”</b>	means the location(s) of the Centre's official address which has/have been approved by Cambridge Assessment English as (a) suitable location(s) for the purposes of Qualification administration including the delivery of Examination Materials, and where the Centre performs the role of a Cambridge Assessment English Authorised Exam Centre under the terms of this Agreement;
<b>“Centre(s) Venue”</b>	means premises available to the Centre which the Centre has ensured meet the relevant requirements listed in the administration guides of the Qualifications on the Support Site and where the Centre will deliver the Qualifications;
<b>“Certificate”</b>	means a document produced by Cambridge Assessment English recording the achievement by a Candidate of having completed a Qualification to the appropriate standard;
<b>“Confidential Information”</b>	means any information which has been designated in writing as confidential by Cambridge Assessment English or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including specifically Candidates' results; Candidate Personal Data and all personal data and sensitive personal data within the meaning of the Data Protection Legislation; information which relates to the Materials or Services in this Agreement, including but not limited to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, contractors, subcontractors and suppliers of either Party;

<b>“Control”</b>	means that an entity (whether or not incorporated) has the capacity to determine the outcome of decisions made by another entity by exercising either positive control or negative control, including by virtue of holding shares or the possession of voting power in or in relation to that entity, or by virtue of having the power to appoint or remove directors of that entity or any powers conferred by the articles of association or other document regulating that entity, but not by virtue solely of being a director or employee of that entity and the term “Controlled” shall be construed accordingly;
<b>“Data Protection Legislation”</b>	means the Data Protection Act 2018, the Data Protection Directive (95/46/EC), General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), including any amendments, revisions, re-enactment or consolidations thereof; and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner;
<b>“Data Sharing Agreement”</b>	Means the agreement set out in Schedule 3;
<b>“Entries”</b>	means Candidates submitted for Qualifications;
<b>“Examination Materials”</b>	means used and unused question papers, answer sheets or booklets, CDs/DVDs, digital material and anything else required for Candidates to take Qualifications;
<b>“Fees”</b>	means sums payable by a Centre to Cambridge Assessment English for the provision of the Services, the quantum of which shall be communicated to the Centre annually, including any sums, payments or other amounts specified in this Agreement and including any sums due from Sub-centre(s) and Centre Venue(s);
<b>“Inspection”</b>	means the checks carried out by or on behalf of Cambridge Assessment English to observe a Centre's compliance with regulations for carrying out the Qualifications. An Inspection may be carried out on any day when Qualifications are run, at any Centre location (Premises, Venue or Sub-centre) without notice;
<b>“Inspector”</b>	means the individual nominated by Cambridge

Assessment English to carry out an Inspection;

<b>“Intellectual Property Rights”</b>	means copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered designs, trade marks (including business and brand names, domain names, devices and logos) and, in the case of Cambridge Assessment English, the Cambridge Assessment English Marks and Logos as defined in Schedule 1 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 shall subsist now or in the future anywhere in the world;
<b>“Logo”</b>	means the approved logo(s) granted for use by the Centre during the life of this Agreement as set out in Schedule 2;
<b>“Logo Guidelines”</b>	means the Cambridge Assessment English document titled “Logo Guidelines” which sets out additional information on use of the approved Marks specified in Schedule 2;
<b>“Mark”</b>	means any graphic device created by Cambridge Assessment English which may or may not form part of the Logo;
<b>“Materials”</b>	means any administrative, and/or Qualification documentation, including Examination Materials, produced by Cambridge Assessment English in printed or electronic form;
<b>“Preparation Centre”</b>	means an organisation that is not a Cambridge Assessment English Authorised Exam Centre that prepares Candidates for Cambridge English Qualifications;
<b>“Qualification”</b>	means a Cambridge English Qualification or Cambridge English Teaching as listed on the Cambridge English website from time to time;
<b>“Representative”</b>	means any personnel, agent, officer, employee (whether full-time or part-time, or permanent, temporary or casual), consultant or Sub-centre;
<b>“Schedule”</b>	means a schedule to this Agreement;
<b>“Services”</b>	means the Materials, Cambridge Assessment English Regulation Documentation, online guides and

administrative support provided by Cambridge Assessment English to Cambridge Assessment English Authorised Exam Centres;

<b>“Special Arrangements”</b>	means provisions requested for candidates who have a permanent or long-term disability;
<b>“Special Consideration”</b>	means provision requested for a Candidate unable to perform to the best of their ability due to adverse circumstances immediately before or during a Qualification. These may be personal or for reasons affecting the conditions under which the Qualification was taken;
<b>“Special Requirements”</b>	means Special Arrangements and Special Considerations;
<b>“Standard Contractual Clauses”</b>	means the standard contractual clauses for the transfer of personal data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU;
<b>“Sub-centre”</b>	means an entity, organisation or franchisee listed in Schedule 2 which the Centre has a relationship with, by contract or informally, for the administration of Qualifications;
<b>“Support Site”</b>	Means the website located at <a href="https://support.cambridgeenglish.org/">https://support.cambridgeenglish.org/</a> the centre-facing part of which can only be accessed by Cambridge Assessment English Authorised Exam Centres with appropriate log in details;
<b>“Tax”</b>	means any value added or sales tax, withholding or other taxes, duties or similar amounts;
<b>“Territory”</b>	means the country(ies) set out in Schedule 2 where the Centre is approved to offer Qualifications; and
<b>“Unsatisfactory Rating”</b>	means the rating given to a Cambridge Assessment English Authorised Exam Centre as a result of an Inspection or Audit where serious faults are found in the Centre’s compliance with the Cambridge Assessment English Regulation Documentation. Serious faults are those which could impact negatively on Qualification security, regulatory compliance and/or customer experience.

**1.2 The interpretation and construction of the Agreement shall be subject to the following provisions:**

1.2.1 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

- 1.2.2 any schedule or appendix forms part of the Agreement and shall have effect as if set out in full in the body of the Agreement and any reference to this Agreement includes any schedule or appendix;
- 1.2.3 as far as is possible, any schedule or appendix to this Agreement shall be interpreted consistently with the main body of this Agreement. If there is a conflict between them, the main body of this Agreement shall take precedence over any schedule or appendix;
- 1.2.4 the headings to clauses are for ease of reference only and shall not affect the interpretation or construction of the clauses;
- 1.2.5 any reference to days means ordinary calendar days unless otherwise specified;
- 1.2.6 where the context allows, references to the singular include the plural and vice versa;
- 1.2.7 any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and
- 1.2.8 the use of the word "including", the phrase "in particular", and similar expressions only illustrates specific examples and are not intended to limit in any way whatsoever the interpretation or construction of this Agreement.

## **2 DURATION OF AGREEMENT AND INCORPORATED TERMS**

- 2.1 **Duration:** This Agreement shall be effective from the Commencement Date for 3 (three) years, and shall automatically renew for consecutive 3 (three) year terms after that, unless either Party provides notice of termination in accordance with clauses 15 and 22.
- 2.2 **Entire Agreement:** This Agreement and its Schedules contain the entire agreement between the Parties with respect to its subject matter and supersede all previous drafts, agreements, arrangements and understandings between them, whether written or oral, and the provisions of the following documents are hereby expressly incorporated by reference:
  - 2.2.1 Cambridge Assessment English Handbook for Centres;
  - 2.2.2 Exam Day Booklets;
  - 2.2.3 Guide to Test Day Photos;
  - 2.2.4 Recruiting and Managing Speaking Examiners and Recruiting and Managing Team Leaders;
  - 2.2.5 Centre Registration Handbook;
  - 2.2.6 Support Site guidance and documentation;
  - 2.2.7 Fees list;
  - 2.2.8 Regulations;
  - 2.2.9 Summary Regulations;
  - 2.2.10 Platinum Centre criteria (only applicable to some Centres);
  - 2.2.11 Cambridge Assessment English Refund Policy;
  - 2.2.12 the Logo Licence Agreement set out in Schedule 1;
  - 2.2.13 Code of Conduct for Speaking Examiners and Team Leaders;
  - 2.2.14 Cambridge English Teaching administration documentation;



2.2.15 Logo Guidelines; and

2.2.16 such other regulations, policies, notices or successor documents which provide substantially the same or similar information as that set out in 2.2.1-.2.15 above, which may be issued by Cambridge Assessment English and notified to the Centre and are hereby expressly incorporated into this Agreement.

2.3 This Agreement shall be interpreted in accordance with clause 1.2.

### **3 RIGHTS AND OBLIGATIONS OF THE CENTRE**

3.1 The Centre shall perform its obligations, as set out in this Agreement, in good faith and in particular shall carry out the duties of a Cambridge Assessment English Authorised Exam Centre as provided in the documentation outlined in clause 2.2.

3.2 The Centre shall be fully liable for compliance with any and all terms of this Agreement.

3.3 The Centre shall comply and shall procure that any of its approved Centre Venues and Sub-centres comply in all respects with all laws to which it is subject, including but not limited to any applicable laws relating to child protection or safeguarding.

3.4 **Centre Exams Manager and other formal appointments of the Centre:**

#### **The Centre shall:**

3.4.1 nominate a Centre Exams Manager ("CEM") for the Cambridge English Qualifications and/or a Centre Administrator for Cambridge English Teaching Courses through whom the obligations to Cambridge Assessment English will be met, and provide him/her with office space and equipment, including internet access and an email account, and the staffing, resources and support necessary to implement the quality standards of the Qualifications listed in Schedule 2;

3.4.2 notify Cambridge Assessment English immediately of any changes to the CEM and/or Centre Administrator;

3.4.3 ensure its chosen CEM completes all mandatory training, including mandatory customer service training (the details of which will be published on the Support Site), and passes any training assessment provided by Cambridge Assessment English;

3.4.4 formally engage/contract and train suitable individuals in the roles of CEM, Invigilator, Supervisor, Marshall, Usher, Teaching Qualification Tutor, Team Leader ("TL") and/or Speaking Examiner ("SE") as these roles are defined in the Cambridge Assessment English Regulation Documentation and online guides, ensuring there are no conflicts of interest with the Candidates. The Centre shall ensure that anyone engaged to perform the roles listed in this clause receives training on all the processes contained in the Exam Day Booklet and any other processes contained in the Cambridge Assessment English Regulation Documentation which are relevant to the Qualifications. The contractual arrangements between the individuals engaged in these roles for the Centre is entirely the responsibility of the Centre and the individual concerned, and their appointment does not make such individuals legal representatives or agents of Cambridge Assessment English;

3.4.5 ensure the CEM attends all CEM meetings when invited to do so, and be responsible for all costs of the CEM attending all CEM meetings; and

3.4.6 agree its CEM (on behalf of the Centre) is responsible for all matters relating to the administration, marketing and running costs of the Qualifications through the Centre Venues and for the service any of its approved Centre Venues and Sub-centre provide to Candidates.

### 3.5 The Centre shall administer the Qualifications by:

- 3.5.1 providing them in accordance with the most recent Cambridge Assessment English Handbook and any other Cambridge Assessment English Regulation Documentation and online guidance provided by Cambridge Assessment English. The Centre shall ensure it is using the most recent set of Materials at all times;
- 3.5.2 using software and online administration sites provided under licence by Cambridge Assessment English for administering the Qualifications and hold any username and password for its use confidential according to the terms of the licence;
- 3.5.3 acting as a registration and administration point for Qualifications;
- 3.5.4 ensuring that all Candidates are given a copy of the Summary Regulations and the Notice to Candidates, when they register for a Qualification. If the Centre fails to provide the Summary Regulations and Notice to Candidates to its Candidates, it agrees to accept liability for any issues or queries that may arise from Candidates not having access to such information;
- 3.5.5 communicating to the Candidates any relevant terms and conditions of the services provided by the Centre;
- 3.5.6 arranging for the receipt and secure storage of Examination Materials, and paying any customs duties necessary in the Territory in which the Centre operates. Examination Materials are to be stored in compliance with Cambridge Assessment English guidance at all times, including when at Centre Venues;
- 3.5.7 ensuring it puts in place, at its own expense, any necessary import licences or other arrangements as required before submitting any Entries;
- 3.5.8 returning to Cambridge Assessment English or securely destroying, at its own expense, all Materials, Examination Materials and Confidential Information in accordance with the instructions provided by Cambridge Assessment English;
- 3.5.9 ensuring that the CEM and/or Centre Administrator read(s) all messages and correspondence from Cambridge Assessment English, whether from the UK office or via a regional office, and ensuring this is disseminated promptly to all relevant staff at the Centre and to any Centre Venue(s) or Sub-centre(s) and that any relevant actions are taken promptly;
- 3.5.10 replying promptly to any communication or request for information from Cambridge Assessment English or its Representatives and taking any related action as necessary;
- 3.5.11 setting local Qualification dates and local fees and informing Cambridge Assessment English of these when requested; and
- 3.5.12 (except in the UK) managing a SE and TL network as detailed in the Recruiting and Managing Speaking Examiners and Recruiting and Managing Team Leaders documents including:
  - 3.5.12.1 managing the recruitment, induction, training, certification and ongoing performance and monitoring of SEs, ensuring that only SEs who meet Cambridge Assessment English requirements are nominated, and that training and certification for all new and continuing SEs is conducted according to the guidance provided by Cambridge Assessment English;
  - 3.5.12.2 covering all the costs of complying with the quality standards for SEs and TLs and covering all the costs of running the Speaking tests according to the requirements provided by Cambridge Assessment English;

- 3.5.12.3 ensuring it has sufficient SEs to meet demand and that it does not make Entries for a session until it is sure it has enough trained and certificated SEs for a Qualification;
- 3.5.12.4 recruiting sufficient TLs to manage the quality assurance of the Centre's SEs and ensuring that the TLs are trained, attend the annual TL meeting and are monitored in accordance with the defined quality standards, and covering all required costs and expenses, including those of the TL attending the TL meetings. The number of TLs should be sufficient to comply with the quality standards, while being a reasonable and manageable number for Cambridge Assessment English to support; and
- 3.5.12.5 ensuring that all its SEs and TLs are given the most recent copy of the Code of Conduct for SEs and TLs and ensuring that only SEs and TLs who accept the Code of Conduct are engaged by the Centre.

### 3.6 The Centre shall:

- 3.6.1 hold and administer the Qualifications at the Centre's Premises and/or at each of the Centre Venue(s) or relevant Sub-centre(s) in the Territory in accordance with this Agreement;
  - 3.6.2 market the Qualifications in accordance with any guidance provided by Cambridge Assessment English;
  - 3.6.3 provide facilities and all necessary local arrangements required by Cambridge Assessment English for the proper performance of Cambridge Assessment English's obligations;
  - 3.6.4 meet the minimum number of Entries per year as specified in Schedule 2; and
  - 3.6.5 ensure it makes the required time and financial investment in order to meet its obligations under this Agreement.
- 3.7 The Centre shall ensure that the security of the Qualifications is safeguarded. Such security shall be in accordance with this Agreement, the Cambridge Assessment English Handbook for Centres, the Cambridge Assessment English Regulation Documentation, online guides and Cambridge Assessment English's reasonable written instructions. This obligation survives termination of the Agreement.
- 3.8 The Centre shall at all times be responsible and liable for the acts and omissions of its Sub-centre(s), Centre Venues and Representatives including their non-compliance with the duties and obligations set out in this Agreement.
- 3.9 The Centre shall not offer the Qualifications nor disclose Materials to any third party either directly or indirectly through any sales agent, distributor, sub-licensee or third party other than in accordance with this Agreement. In particular, the Centre is responsible for all payments due from the Centre to its Sub-centre(s) and Centre Venue(s) in relation to the Qualifications and for all Fees due to Cambridge Assessment English from Sub-centre and Centre Venues.
- 3.10 The Centre shall keep Cambridge Assessment English informed of any new market intelligence developments as they arise so that Cambridge Assessment English can adapt its strategies and support structures accordingly.
- 3.11 The Centre shall not offer, without the prior written consent of Cambridge Assessment English, the Qualifications:
- 3.11.1 outside the Territory (noting that if a Centre wishes to offer Qualifications outside the Territory, whether itself or via a Centre Venue or Sub-centre, it will need to apply for

centre approval in each Territory in which it wishes to operate); or

- 3.11.2 (for CELTA) otherwise than at the Centre Premises or Centre Venue(s) or via a Sub-centre in the Territory.
- 3.12 The Centre understands that approval as a Cambridge Assessment English Authorised Exam Centre does not confer exclusive rights to offer the Qualifications in any Territory.
- 3.13 The Centre must comply with all local laws, statutes, and regulations of a governmental nature applicable in the Territory in which the Centre is located and operates, and ensure that it is properly registered to do business, (including complying with tax and other legislation) in each Territory in which it operates as a Cambridge Assessment English Authorised Exam Centre.
- 3.14 **For Centres offering course-based Cambridge English Teaching Qualifications** the Centre will provide training courses delivered by tutors who meet the quality standards for the courses and who have been approved by Cambridge Assessment English (where required) as detailed in the instructions in the Cambridge English Teaching administration documentation on the Support Site and ensure that tutors and assessors participate in briefing and standardisation procedures as required, ensuring at least the minimum contact time and teaching practice.
- 3.15 **Financial and insurance arrangements: The Centre shall abide by the following financial arrangements:**
- 3.15.1 the Centre will meet all costs for the local delivery and administration of the Qualifications and/or Courses in return for collecting a local fee per Candidate. This fee must not exceed an amount considered reasonable (i.e. affordable to the maximum number of potential Candidates in the given Territory) by Cambridge Assessment English in its absolute discretion;
- 3.15.2 the Centre will ensure that in those Territories where fees for Qualifications are exempt from national taxes, the necessary steps are taken to ensure that the exemption is duly applied for, thus avoiding unnecessary expense for Candidates;
- 3.15.3 the Centre will ensure that it has appropriate insurance coverage under the local laws of each Territory in which it operates for the carrying out of Qualifications and covering any areas where Cambridge Assessment English has limited its liability under this Agreement;
- 3.15.4 the Centre will bear all costs that are due or payable to any national or municipal authority, including any customs import duties, in relation to the Agreement;
- 3.15.5 any Fee to be paid to Cambridge Assessment English will remain the Fee applicable to the Centre and will not alter based on the location of any CELTA Online Teaching Practice sessions.
- 3.16 **Centre Inspections and Audits:**
- 3.16.1 The Centre hereby permits Cambridge Assessment English and its Representatives, or other regulatory bodies with whom Cambridge Assessment English works or must comply, to carry out Centre Inspections and/or Audit at any time without notice, including when Candidates are sitting a Qualification, of any Centre Premises, Centre Venue, documents, processes and procedures used by the Centre in connection with the Qualifications.
- 3.16.2 The Centre undertakes to make changes or otherwise adequately address any concerns, including the completion and return of any Action Plans and rectification of any faults, as identified by and to the satisfaction of Cambridge Assessment English, before running any further Qualifications.
- 3.16.3 The Centre will provide Cambridge Assessment English with information about Centre Venues, dates for Qualifications and start times so that such visits may be arranged.

This information is to be provided in the manner and by the deadlines stated in the relevant regulations and/or entries system. If the Centre fails to provide accurate information by these deadlines, Cambridge Assessment English may charge the Centre for all or part of the cost of any Inspection visit which has been planned using incorrect information provided by the Centre.

- 3.16.4 The Centre will complete and return self-audit documents as required by Cambridge Assessment English.
- 3.16.5 Where the Centre receives an Unsatisfactory rating as a result of an Inspection, Cambridge Assessment English reserves the right to invoice the Centre for the costs of any follow up Inspections at the Centre Premises, Centre Venue and/or Sub-centre until the Centre's compliance with quality standards improves to Cambridge Assessment English's satisfaction.
- 3.16.6 During Inspections, an Inspector may take photographic evidence of their findings, provided no Candidates appear in the photographs, and any individuals who do appear have given their consent.

**3.17 The Centre shall provide a high standard of customer service to Candidates and Preparation Centres by**

- 3.17.1 providing a prompt reply service for any queries, including answers to phone calls, emails and enquiries about taking Qualifications, both from potential and actual Candidates and Preparation Centres, and providing this service all year round including during summer months, vacations and non-term times;
- 3.17.2 ensuring that information is easily and readily available to actual and potential Candidates and Preparation Centres, including clear and complete information on the Centre's website and having a complaints policy and procedure which is made clear to Candidates and Preparation Centres;
- 3.17.3 running sufficient sessions to meet customer demand and, where possible, selecting dates that meet customer needs, or, in the case of scheduled Qualifications, selecting the dates that best meet customer needs;
- 3.17.4 providing a professional, well organised Candidate experience before, during and after the Qualification and taking action as required to improve the Centre's service to customers based on customer feedback;
- 3.17.5 using Centre Venues which are clean, comfortable, are conducive to a positive Qualification experience and when running Listening tests have excellent Listening test facilities;
- 3.17.6 applying for Special Requirements and Special Considerations when needed;
- 3.17.7 ensuring that Entries are confirmed in writing promptly to the Candidates and/or Preparation Centres and the Candidates and Preparation Centres are given clear, timely information with regard to Centre Venue, Qualification day requirements, IDs and electronic items, Summary Regulations, the Centre's terms and conditions and any other information the Candidate will need for a satisfactory Qualification day experience;
- 3.17.8 ensuring that all Candidates are made aware of how and when to access their Qualification results. This must be made clear to them before the end of the Qualification day;
- 3.17.9 assisting Cambridge Assessment English to distribute, collect and collate customer satisfaction surveys which may be sent to Candidates and/or Preparation Centres;
- 3.17.10 acting on the outcomes of any customer surveys, including making reasonable

improvements to increase customer satisfaction;

3.17.11 ensuring all CEMs undergo mandatory customer service training, such as the Think Customer training modules provided by Cambridge Assessment English;

3.17.12 being in regular contact with existing and prospective Preparation Centres (where applicable) to maintain good relationships and disseminate information promptly, including distributing publicity materials to Preparation Centres;

3.17.13 setting up and maintaining Preparation Centre details as required by Cambridge Assessment English (noting that Preparation Centre certificates will be produced using only this data) and giving Preparation Centres access to the Preparation Centre website; and

3.17.14 linking Entries to the correct Preparation Centre when making Entries.

**3.18 The Centre shall support product and quality developments by:**

3.18.1 working with Cambridge Assessment English to support the development, delivery and recognition of the Qualifications;

3.18.2 participating in new initiatives and providing feedback when asked to do so;

3.18.3 running free of charge pre-tests to a reasonable number of Candidates when requested to do so; and

3.18.4 disclosing immediately to Cambridge Assessment English any involvement with providers of assessment services which are actually or potentially in competition with the Qualifications for which the Centre is authorised.

**Changes to the Agreement by the Centre**

**3.19 For any changes to the Agreement, the Centre shall:**

3.19.1 update Cambridge Assessment English should it decide to reduce the number of Qualifications it intends to offer to Candidates, and Cambridge Assessment English will subsequently issue the Centre with an updated Schedule 2; and

3.19.2 notify Cambridge Assessment English immediately in writing if any of its details change at any time during the duration of the Agreement, including but not limited to a change in the Centre's address, tax numbers, ownership and or/legal status, or a change for any business, tax, or other reason due to local laws in any of the Territory in which it operates, which requires the Centre's administration of any of the Qualifications in the Territory listed in Schedule 2 to be undertaken with or by a different legal entity and/or under a separate registration, authorisation or licence. Upon notification, a new Centre application may need to be initiated, and the Centre's authority to administer the Qualifications in the Territory may need to be immediately withdrawn.

**3.20 The Centre warrants that it:**

3.20.1 fully expects to continue to be financially viable for the next 3 (three) years and any further renewal periods, is able to issue official receipts to Candidates and organisations that prepare Candidates for Qualifications, and shall comply with all applicable legal and tax requirements in discharging its responsibilities as a Cambridge Assessment English Authorised Exam Centre, including making payments to SEs and other staff; and

3.20.2 has no current plans to change ownership or, should ownership change, the Centre shall immediately inform Cambridge Assessment English, as set out in clause 3.19.2. Cambridge Assessment English reserves the right to terminate approval of the Centre if

there is a change of ownership.

**3.21 If, in Cambridge Assessment English's opinion, a Centre is underperforming or inadequately providing the Qualifications in accordance with this Agreement then Cambridge Assessment English may in its sole discretion:**

3.21.1 suspend the Centre's status, with any reinstatement being subject to any conditions Cambridge Assessment English may impose on the Centre in accordance with clause 14; or

3.21.2 terminate the Centre's status in accordance with clause 15.

**4 RIGHTS AND OBLIGATIONS OF CAMBRIDGE ASSESSMENT ENGLISH**

**4.1 Cambridge Assessment English agrees that it will:**

4.1.1 provide the Services to the Centre on a non-exclusive basis;

4.1.2 provide the Centre with quality Qualifications and continue to develop the Qualifications as can reasonably be expected in line with market feedback and recognised international needs;

4.1.3 where required issue an Additional Administrative Centre Number. This may be for additional Entries that cannot be accommodated under the usual centre number, for running computer-based tests in multiple time zones, or for other administrative reasons determined by Cambridge Assessment English. These numbers exist purely for the Centre to use for administrative purposes and give no Centre approval in their own right;

4.1.4 promptly process Entries, arrange for timely despatch of Examination Materials and issue results and Certificates (where appropriate);

4.1.5 continue to develop technology that supports Centres' needs in terms of administration of the Qualifications and provide guidance and technical support for the same;

4.1.6 provide the Centre and any relevant Sub-centre with one official Centre Authorisation Certificate (which is limited to the Centre and cannot be used for or by Centre Venues or Additional Administrative Centre Numbers) which confers on the Centre (but not the Centre Venues or Additional Administrative Centre Numbers) a licence to advertise its Cambridge Assessment English Authorised Exam Centre status and to use the Cambridge Assessment English Marks in accordance with the Logo Guidelines;

4.1.7 publish details of the Centre on Cambridge Assessment English's website during the period of this Agreement unless the Centre's authorisation to offer the Qualifications is suspended or removed in accordance with clause 14, or the Centre requests to be removed from the website;

4.1.8 provide the Centre with reasonable information, training and support to enable it to carry out its obligations under this Agreement;

4.1.9 provide information about the service and support Centres can expect from Cambridge Assessment English;

4.1.10 provide support in selected countries (as determined by Cambridge Assessment English) via a regional office;

4.1.11 inform the Centre of the Fees for the next financial year (1 August to 31 July) by the preceding May or as soon as reasonably possible;

4.1.12 promote the Qualifications globally and continue to raise the profile of Cambridge Assessment English as a quality assessment and digital learning provider;

- 4.1.13 develop promotional material for use by the Centre and regularly update the Centre on product and administration developments;
- 4.1.14 carry out Inspection and Audit visits in order to monitor the administration and delivery of the Qualifications;
- 4.1.15 contribute to the maintenance of the quality standards of SEs and TLs through support provided by Regional Team Leaders and Professional Support Leaders, together with appropriate SE documentation and guidance; and
- 4.1.16 offer a refund to the Centre in the following circumstances in accordance with the Cambridge Assessment English Refund Policy:
  - 4.1.16.1 a computer-based Cambridge English Qualification suffers a technical issue caused by Cambridge Assessment English that prevents a Cambridge English Qualification commencing or being completed to Cambridge Assessment English's standards;
  - 4.1.16.2 a computer-based Cambridge English Qualification goes ahead, but with significant delays or other material disruptions caused by Cambridge Assessment English;
  - 4.1.16.3 part of a computer-based or paper-based Cambridge English Qualification is disrupted due to a Cambridge Assessment English failure, resulting in the Centre being unable to commence or complete the administration of a Cambridge English Qualification.

#### **4.2 Approval, Credit Checks and Auditing Rights**

- 4.2.1 The approval of the Cambridge Assessment English Authorised Exam Centres and authorisation to offer the Qualifications are at the sole discretion of Cambridge Assessment English, and it is a condition of this Agreement that the Centre accepts this. The information Cambridge Assessment English receives in response to any credit check will be retained.
- 4.2.2 Cambridge Assessment English reserves the right to run a credit check on the Centre, both at Centre application stage and at any point during the term of this Agreement and any renewal period, and to use the information from the credit check at any stage.
- 4.2.3 Initial approval for the Centre to become a Cambridge Assessment English Authorised Exam Centre and subsequent continued approval are subject to a satisfactory inspection of the Centre.
- 4.2.4 Cambridge Assessment English reserves the right to reject an organisation's application to be a Centre or to refuse substantive changes to a Centre's details if Cambridge Assessment English, in its sole discretion, decides the organisation would not be suitable as a Centre or that any such changes would make a Centre unsuitable.
- 4.2.5 Cambridge Assessment English shall conduct, and the Centre agrees to be subject to and cooperate with, the monitoring of the Centre's performance on an ongoing basis, including but not limited to Centre, Sub-centre and Centre Venue Inspections and Audits, SE and TL quality assurance, adherence to regulations and security matters, management of Preparation Centre data and Entries, performance against Entries targets, customer care, adherence to regulations for running computer-based Cambridge English Qualifications and adherence to financial terms.



- 4.2.6 At any time during this Agreement, Cambridge Assessment English may, either itself or through its Representatives, require the Centre to supply such information relating to the Qualifications as may be reasonably requested and to allow persons nominated by Cambridge Assessment English to inspect relevant extracts of the records and files of the Centre for the purpose of ensuring the Centre is complying with its obligations under this Agreement.

### **4.3 Changes to the Agreement by Cambridge Assessment English**

- 4.3.1 Cambridge Assessment English may produce new or withdraw current Qualifications during the period that this Agreement is in force. Cambridge Assessment English shall be entitled, in its absolute discretion and without liability to the Centre, to alter the form, style, content or substance of its Qualifications. Cambridge Assessment English shall confirm in writing to the Centre, with reasonable notice wherever possible, any additional Qualifications that are to be added to or current Qualifications that are to be withdrawn from the Centre's authorisation.
- 4.3.2 Cambridge Assessment English reserves the right to alter the Cambridge Assessment English Regulation Documentation and online guides with immediate effect unless otherwise stated. Cambridge Assessment English will use reasonable endeavours to communicate any such changes to the Centre.
- 4.3.3 But for the occasions outlined in clauses 2.2, 4.3.1, 4.3.2 and 4.3.6, if Cambridge Assessment English deems it necessary to alter the terms of this Agreement, it will first notify the Centre and provide it with a copy of the proposed new terms.
- 4.3.4 If the Centre decides to reject any proposed new terms, it shall notify Cambridge Assessment English within sixty (60) days of deemed receipt of the notice containing the proposed new terms, upon which the Agreement shall terminate and the provisions of clause 16 shall apply.
- 4.3.5 If the Centre does not reject any proposed new terms as outlined in clause 4.3.4, and continues to make use of the Services then the Parties agree that this will constitute acceptance of the proposed new terms by the Centre.
- 4.3.6 Cambridge Assessment English reserves the right to update and change the Qualifications and Territory approved in Schedule 2, and will issue an updated Schedule 2 to confirm any updates or changes. If the Centre chooses not to accept the changes, its approval will be suspended until an agreement can be reached which is suitable for both Parties, or the Agreement terminates in accordance with clause 15.
- 4.3.7 Cambridge Assessment English shall issue the Centre with a new Schedule 2 if the range of Qualifications the Centre has been authorised to offer changes at any time due to any suspensions in accordance with clause 14 or for any other reason.

## **5 FEES AND PAYMENT TO CAMBRIDGE ASSESSMENT ENGLISH**

- 5.1 All payments shall be made by the Centre to Cambridge Assessment English in the currency outlined on invoices issued to the Centre and shall be made by telegraphic or electronic transfer to such bank account as may be notified by Cambridge Assessment English to the Centre.
- 5.2 Cambridge Assessment English shall periodically send invoices to the Centre for Fees in respect of the Centre's Entries.

- 5.3 The Centre shall pay the Fees for the provision of the Services (and any other charges specified in the Agreement) to Cambridge Assessment English, in accordance with this clause 5. The Centre shall be invoiced directly for any Fees relating to its Centre Venues and Sub-centre and shall be fully liable for all these Fees. The Centre understands that Cambridge Assessment English's invoicing entity and bank account name is UCLES.
- 5.4 The Centre shall remit to Cambridge Assessment English all Fees due received in clear funds, within 28 days of date of invoices. Payments shall be made as stated on the invoices and shall be paid in full without any deduction, set-off or counterclaim against Cambridge Assessment English. Failure to pay sums due by the due date will entitle Cambridge Assessment English to take any or all of the following actions:
- 5.4.1 to charge the Centre interest at a rate of 8% above Barclays Bank plc's base rate until such time as payment is made in full;
- 5.4.2 to suspend or withdraw the Centre's approval, including but not limited to: withholding Candidate Certificates; rejecting Entries received from the Centre; removing the Centre from any Cambridge Assessment English websites; and
- 5.4.3 to take any legal action necessary to recover unpaid sums.
- 5.5 Cambridge Assessment English will be entitled to increase the Fees in each year of the Agreement, as communicated to the Centre with reasonable advance notice.
- 5.6 All Fees are stated exclusive of any applicable Tax.
- 5.7 The Centre shall comply with all applicable local laws and regulations of its jurisdiction including, without limitation, the Centre shall pay any Taxes. In the event the Centre is obliged to withhold any part of the sums due to Cambridge Assessment English, including but not exclusively for Tax, the amount of the payment due to Cambridge Assessment English will be increased such that the sum received by Cambridge Assessment English will be that which it would have received had there been no such withholding.
- 5.8 The Centre shall ensure that no Candidate is permitted to take any Qualifications until such time as the Centre has received full payment in respect of the Candidate's Entry. Cambridge Assessment English will not withhold results if a Candidate who has nevertheless taken a Qualification has not paid a Centre. It is the Centre's obligation to ensure it has a robust payment agreement in place with all its Candidates.
- 5.9 The Centre shall bear all costs and all associated bank charges that are due or payable to any national or municipal authority in the Territory in relation to this Agreement.
- 5.10 Notwithstanding Clauses 5.9 and 5.11, the Centre shall:
- 5.10.1 remit to the appropriate tax authorities, in a timely manner, all monies required to be withheld from payment to Cambridge Assessment English; and
- 5.10.2 provide Cambridge Assessment English with an official receipt issued by such authorities for payment of such monies within 30 (thirty) days of such payment.
- 5.11 The Centre has an absolute obligation to follow correct financial procedures in relation to Candidate fees (e.g. in the matter of issuing receipts, keeping accounts, etc.). Pursuant to Item 3(a) of Group 6 of Schedule 9 of VATA 1994, the Services under this Agreement are exempt supplies for UK VAT purposes. In the event that this statement should be shown to be incorrect all payments due hereunder shall be deemed to be exclusive of VAT which shall be due and payable within 14 (fourteen) days' written notice of the same.

- 5.12 The Centre agrees to pay a Fee for initial authorisation as a Cambridge Assessment English Authorised Exam Centre and an annual non-refundable administration Fee for administrative services and support (which is non-refundable even if the Centre becomes non-authorised during the year). The initial Fee is payable on confirmation of approval. Issuing of logins, acceptance of Entries, and any other administrative matters may be delayed if payment is not provided. Details of the approval Fees shall be provided to the Centre either from the UK office or via a regional office and the Centre will be charged the Fee that applies at the time of approval.
- 5.13 Cambridge Assessment English reserves the right to take any legal action necessary to recover any unpaid Fees.

## **6 INTELLECTUAL PROPERTY**

### **6.1 In addition to the Logo Licence expressly granted in Schedule 1:**

- 6.1.1 The Centre acknowledges and agrees that all Intellectual Property Rights in the Cambridge Assessment English Materials, data, systems, documents or information produced or owned by Cambridge Assessment English are and shall remain vested in Cambridge Assessment English.
- 6.1.2 The Centre is responsible for helping to ensure Preparation Centres use only the Preparation Centre Logo. Preparation Centres must not use the Cambridge Assessment English Authorised Exam Centre Logo or related branding issued to the Centre. If the Centre detects an inappropriate use of the Cambridge Assessment English Logo by one of its Preparation Centres, it must contact the Preparation Centre and request it use the Preparation Centre Logo only. Should the Preparation Centre not comply with the request within a reasonable time, the Centre should report the issue to [logo@cambridgeenglish.org](mailto:logo@cambridgeenglish.org)
- 6.1.3 Centres must ensure that their publications make clear that their authorisation and the Qualifications they offer are provided by Cambridge Assessment English, and not by the University of Cambridge.
- 6.1.4 The Centre acknowledges and agrees that the word "Cambridge" in the context of education is synonymous and associated with Cambridge Assessment English and its parent undertaking, namely UCLES, and the University of Cambridge, and that by entering into the Agreement, the Centre expressly and specifically assigns any interest it has or may have in the word or use of "Cambridge" to Cambridge Assessment English.
- 6.1.5 If a Centre is affiliated with a franchise, franchisee, franchise-like or franchisee-like network of Centres, Preparation Centres or related entities ("**Affiliated Entity**"), such Affiliated Entities are not entitled to the benefit of the Logo Licence. An Affiliated Entity must apply directly to Cambridge Assessment English to become a Centre, or apply separately for a Logo Licence. In using the Logo Licence, the Centre shall take all reasonable steps to ensure that Cambridge Assessment English's goodwill is not undermined.
- 6.1.6 The Centre shall promptly notify Cambridge Assessment English of the details of any actual, threatened or suspected infringement of the Intellectual Property Rights which comes to the Centre's notice, and of any claim by any third party claiming Cambridge Assessment English infringes any Intellectual Property Rights of any other person. The Centre shall, at the request and expense of Cambridge Assessment English, do all such things as may reasonably be required by Cambridge Assessment English to assist Cambridge Assessment English in taking or resisting any proceedings in relation to any such infringement or claim.

## **7 MARKETING AND LOGO**

- 7.1 The Centre may promote and market the Qualifications in the Territory strictly according to the terms and definitions set out in the Logo Guidelines or in such manner as Cambridge Assessment English may reasonably agree.
- 7.2 In connection with the promotion and marketing of the Qualifications, the Centre shall:
- 7.2.1 make clear, in all dealings with Candidates and prospective Candidates, its relationship with Cambridge Assessment English and in particular shall not claim that either the Centre or its Representatives are acting as agents for Cambridge Assessment English;
- 7.2.2 provide Cambridge Assessment English with copies of updates to its promotional materials in relation to the Qualifications; and
- 7.2.3 from time to time consult with Cambridge Assessment English's Representatives for the purpose of assessing the state of the market in the Territory.

## **8 PLATINUM CENTRE SCHEME**

- 8.1 Cambridge Assessment English offers a Platinum Centre scheme to encourage Centres to meet the highest levels of customer service to Cambridge Assessment English's customers. Centres awarded Platinum Centre status will be listed as Platinum Centres on Cambridge Assessment English's website, and will receive other benefits as listed on the Support Site. The awarding of Platinum Centre status will be at the absolute discretion of Cambridge Assessment English but will be based on criteria made available on the Support Site.
- 8.2 Platinum Centre status shall be confirmed to the Centre in an email from Cambridge Assessment English.
- 8.3 Centres must continue to comply with the Platinum Centre criteria to maintain their Platinum Centre status.
- 8.4 Platinum Centre status may be awarded and withdrawn at any point over the duration of this Agreement. Such status will only be awarded to Centres that meet the delivery, security and customer service requirements (which may change from time to time) of being a Platinum Centre.
- 8.5 Cambridge Assessment English shall be entitled to remove Platinum Centre status from the Centre if the Centre fails to comply with the Platinum Centre criteria. If the Centre is in danger of losing its Platinum Centre status, the Centre shall be notified by Cambridge Assessment English with a specific improvement plan and a reasonable timeframe in which any improvement shall be made. If the Centre fails to make the notified improvements within the timescale given by Cambridge Assessment English, the Platinum Centre shall immediately have its Platinum Centre status removed. Cambridge Assessment English will confirm this removal in writing to the Centre and will remove the Centre from the published list of Platinum Centres on the Cambridge Assessment English website.
- 8.6 The Centre may request to have its Platinum Centre status removed. Such requests must be made by emailing the Centre Registration team at [centreregistration@cambridgeenglish.org](mailto:centreregistration@cambridgeenglish.org) upon which Cambridge Assessment English will have 30 (thirty) days to consider this request and notify the Centre of its decision.
- 8.7 Removal of Platinum Centre status, in whatever way, will result in the Centre:
- 8.7.1 having its name and details removed from Cambridge Assessment English's public-facing website as a Platinum Centre;

8.7.2 no longer having access to the benefits of the Platinum Centre scheme; and

8.7.3 being required to remove all Platinum Centre Logos within 3 (three) months from the date Cambridge Assessment English gives written notice to the Centre confirming the removal of its Platinum Centre status.

8.8 All other obligations under this Agreement remain ongoing regardless of a Centre's Platinum Centre status.

8.9 Cambridge Assessment English shall in its absolute discretion be able to remove or withdraw the Platinum Centre scheme at any point, for any reason, but must give all Platinum Centres at least 3 (three) months' notice before the removal of the Platinum Centre scheme takes effect.

## **9 STEP-IN RIGHTS**

9.1 Where a Centre becomes unable or unwilling to provide the whole or key elements of its services and obligations under this Agreement ("Centre Services") for reasons which do not amount to Force Majeure, or where a Centre has agreed with Cambridge Assessment English that it will take part in the delivery of a specific tender or project which is the subject of separate discussions and/or a signed agreement ("Project"), and then subsequently becomes unable or unwilling to provide the whole or key elements of the Project, Cambridge Assessment English may take over responsibility for the Centre Services and/or Project ("Step-In") provided that if Cambridge Assessment English wishes to take such action it shall notify the Centre in writing as set out in clauses 9.2 and 22.

9.2 If Cambridge Assessment English wishes to exercise the right of Step-In in accordance with clause 9.1, it shall notify the Centre that it wishes to take such action and of the following:

9.2.1 the reason for the action;

9.2.2 the date it wishes to commence the action, which may be with immediate effect, at Cambridge Assessment English's sole discretion;

9.2.3 the time period which it believes will be necessary for the action; and

9.2.4 to the extent practicable, the effect on the Centre and its obligation to carry out the Centre Services and/or Project during the period the action is being taken.

9.3 Subject to the provisions of 9.2, if Cambridge Assessment English Steps-In, then Cambridge Assessment English shall provide a reasonable number of suitably qualified personnel to take over the responsibility of the Centre Services and/or Project from the Centre.

9.4 Where Cambridge Assessment English Steps-In, the Centre shall be paid any fees due from Cambridge Assessment English as if the Centre were satisfying its entire obligation under this Agreement or any other Centre Service or Project agreement in full, less any amount equal to Cambridge Assessment English's reasonable costs for such Step-In, provided always that Cambridge Assessment English produces reasonable supporting evidence necessary to show its costs. Cambridge Assessment English may also charge up to (and including) an additional 15% of its costs.

9.5 Cambridge Assessment English shall indemnify and keep indemnified the Centre against all reasonable damages, costs, claims and expenses as a result of any act or omission of Cambridge Assessment English pursuant to the Step-In during the Step-In Period and Cambridge Assessment English shall act in accordance with its own processes during the Step-In Period.

## **10 CONFIDENTIALITY**

10.1 The Centre agrees not to use Confidential Information for its own purposes or disclose it to anyone else otherwise than as required to carry out its obligations under this Agreement.

- 10.2 Confidential Information does not cover information already in the public domain, information the Centre is required to disclose by law and information the Centre can prove it had in its possession before it was received from Cambridge Assessment English in relation to this Agreement.
- 10.3 The Centre agrees to take all reasonable steps to safeguard any Confidential Information in its possession or control and to protect Confidential Information in the same way as it protects its own confidential information.
- 10.4 The Centre will protect, properly destroy or dispose of any used or unused Examination Materials within the deadlines provided to it.
- 10.5 Cambridge Assessment English reserves its rights to seek jurisdiction-specific injunctive relief, and any other legal remedies for breach of this clause 10.

## **11 FREEDOM OF INFORMATION**

- 11.1 The Parties acknowledge that Cambridge Assessment English is subject to the requirements of the UK Freedom of Information Act 2000 (the "FOIA") and the Centre agrees that it shall provide all necessary assistance as may be reasonably requested by Cambridge Assessment English at the Centre's own expense to enable Cambridge Assessment English to comply with its obligations under the FOIA.
- 11.2 Notwithstanding the generality of clause 11.1, the Centre shall provide Cambridge Assessment English, within 5 (five) Business Days of receipt of a request for assistance, with such information in its possession or power as may be reasonably requested in order to assist Cambridge Assessment English to comply with its obligations under the FOIA.

## **12 DATA PROTECTION**

- 12.1 For the purpose of this clause, the following terms shall have the meanings as defined in the General Data Protection Regulation ("GDPR"): "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Process".
- 12.2 Both the Centre and Cambridge Assessment English shall comply with the Data Protection Legislation and in particular the Data Sharing Agreement set out in Schedule 3. In addition, the Centre will comply with any local data protection legislation in each Territory in which it operates.
- 12.3 Cambridge Assessment English acknowledges that the Centre will have access to Personal Data.
- 12.4 With respect to the Parties' rights and obligations under this Agreement and the Data Sharing Agreement, the Parties agree that both Cambridge Assessment English and the Centre may be Data Controllers.
- 12.5 The Centre shall:
  - 12.5.1 process the Personal Data only to the extent, and in such manner, as is necessary to perform the Centre's obligations under this Agreement;
  - 12.5.2 permit Cambridge Assessment English to Inspect and Audit the Centre's Data Processing activities and comply with all reasonable requests or directions by Cambridge Assessment English to enable Cambridge Assessment English to verify and/or procure that the Centre is in full compliance with its obligations under this Agreement; and
  - 12.5.3 provide, upon Cambridge Assessment English's reasonable request, a written description of the technical and organisational methods employed by the Centre for processing Personal Data (within the timescales reasonably required by Cambridge Assessment English).

- 12.6 The Parties acknowledge that the Centre may also use services and/or products from other third parties in order to meet its obligations under this Agreement and that, in doing so, the Centre may transfer Personal Data to such third parties. This may include third parties that provide online storage and other facilities. If the Centre becomes aware of any such third party wishing to transfer Personal Data outside the European Economic Area, the Centre shall take steps to ensure that the third party complies with the Data Protection Legislation and the Data Sharing Agreement.

### **13 INDEMNITY AND LIABILITY**

- 13.1 The Centre shall indemnify and keep indemnified Cambridge Assessment English from and against all claims, demands, actions and proceedings made or brought against Cambridge Assessment English and all damages, losses (including loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), expenses, liabilities, judgements, settlements, damages and costs (including interest, penalties and legal and other professional costs and expenses) whether or not foreseeable at the date of entering into this Agreement incurred or suffered by Cambridge Assessment English as a direct or indirect result of any act or omission, negligence or breach of the Agreement by the Centre, its Centre Venue(s) or its Sub-centre(s) and their Representatives.
- 13.2 The Centre shall be solely responsible for ensuring it and its Centre Venue(s) and Sub-centre(s) fully comply with any and all requirements of national, regional and municipal regulation, legislation and procedure applicable in the Territory regarding all matters concerning this Agreement, and Cambridge Assessment English shall in no way be held liable for breaches by the Centre, its Centre Venue(s) and Sub-centre(s) of any such requirements and, in any case, the Centre agrees to irrevocably and unconditionally indemnify Cambridge Assessment English in full and on demand and keep Cambridge Assessment English so indemnified in respect of all consequences of the Centre's non-compliance with any such requirements.
- 13.3 Should the Centre fail to comply with the requirements of clause 13.2 Cambridge Assessment English has the right to immediately terminate this Agreement.
- 13.4 Cambridge Assessment English shall not be liable to the Centre, Centre Venue(s) or Sub-centre(s) for any direct or indirect loss of profit, loss of data, loss or reduction of anticipated savings, loss of or damage to goodwill, loss of or damage to reputations, or loss or restriction of opportunity, or any consequential or indirect loss or damage, costs or expense whatsoever, howsoever arising out of or in connection with this Agreement, which is suffered or incurred by the Centre, Centre Venue(s) or Sub-centre(s) as a result of any breach by Cambridge Assessment English of the terms of this Agreement.
- 13.5 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by negligence, fraudulent misrepresentation or in other circumstances where liability may not be so limited by law.
- 13.6 The total liability of Cambridge Assessment English to the Centre under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the sum of £10,000.
- 13.7 The payments due under this Agreement have been agreed on the basis that Cambridge Assessment English may limit its liability to the Centre as set out in this Agreement and the Centre confirms that it shall itself bear or insure against any loss for which Cambridge Assessment English has limited its liability under this Agreement.
- 13.8 Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade or usage, course of dealings or otherwise, including as to quality, performance or fitness or suitability for purpose, in respect of any service to be provided by Cambridge Assessment English under this Agreement are excluded to the fullest extent permitted by law.

## 14 SUSPENSION

14.1 **Cambridge Assessment English right to suspend:** Cambridge Assessment English reserves the right to suspend immediately the Centre's authorisation to administer some or all Qualifications in the following non-exhaustive circumstances:

14.1.1 suspected malpractice or maladministration by the Centre;

14.1.2 non-payment of invoice(s) by the Centre;

14.1.3 misuse of Cambridge Assessment English Intellectual Property Rights by the Centre;

14.1.4 multiple instances of Unsatisfactory Ratings at a Centre Inspection;

14.1.5 where in Cambridge Assessment English's opinion, changes to a Centre's details are likely to affect in any way its ability to provide Qualifications in accordance with this Agreement; and/or

14.1.6 repeated failures to meet the terms of this Agreement.

14.2 **During suspension:** While the Centre's authorisation to administer the Qualifications is suspended, Cambridge Assessment English may:

14.2.1 refuse to accept Candidate Entries for future Qualifications;

14.2.2 withhold Candidate results and Certificates;

14.2.3 refuse to issue results or Certificates for Cambridge English Teaching courses run without Cambridge Assessment English's express written permission during the period of suspension; and

14.2.4 remove the Centre from its list of Cambridge Assessment English Authorised Exam Centres.

14.3 **Length of suspension and Qualifications affected:** The length of suspension and the range of Qualifications affected will be in Cambridge Assessment English's sole discretion. Cambridge Assessment English shall keep the Centre fully informed of any processes being carried out as part of the Centre's suspension.

14.4 **Consequences of suspension:** The consequences of suspension may be that the Centre:

14.4.1 is allowed to return to full or conditional operation as a Cambridge Assessment English Authorised Exam Centre;

14.4.2 has specific Qualifications removed from its list outlined in Schedule 2; or

14.4.3 this Agreement is terminated in accordance with clause 15.

## 15 TERMINATION

15.1 This Agreement will automatically terminate:

15.1.1 if the Centre, any Sub-centre and/or Centre Venue is in material breach, in particular where there is a breach of clause 12 (Data Protection), 18 (Anti-Slavery) or 19 (Anti-Bribery), or the Data Sharing Agreement;

15.1.2 where the Centre:

15.1.2.1 suffers a serious security breach compromising the integrity of Qualifications;



- 15.1.2.2 deliberately flouts or fails to observe (whether deliberately or by omission) the requirements for the conduct of written papers or Speaking tests, including but not limited to, failure to run Qualification(s) on specified date(s) and at specified session time(s) or engaging non-approved SEs, or engaging SEs who are acquainted with any Candidate;
  - 15.1.2.3 colludes with Candidates to create an instance of malpractice; or
  - 15.1.2.4 any Centre Venue(s) or Sub-centre(s) fail to comply with any requirements outlined in clause 13.2;
- 15.1.3 if either Party shall be dissolved, disbanded or become bankrupt or go into liquidation whether voluntary or compulsory (other than for the purpose of an amalgamation or reconstruction) or make a composition or arrangement with any of its creditors or have an administrative receiver, receiver or administrator appointed over all or part of its assets or suffer any similar action in consequence of any debt or have the whole or any part of its powers superseded or curtailed by any governing body, or the other Party ceases, or threatens to cease, to carry on business.
- 15.2 Either Party shall be entitled to terminate this Agreement immediately by written notice to the other if the other Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within 30 (thirty) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
- 15.3 Cambridge Assessment English will be entitled to terminate the Agreement by giving not less than 30 (thirty) days' written notice to the Centre if:
  - 15.3.1 the Centre is likely to commit a material breach as set out in clause 15.1;
  - 15.3.2 the Centre is subject to any governmental authority licence or permission which is subsequently withdrawn or revoked during the duration of the Agreement;
  - 15.3.3 the Centre in any way brings into disrepute the name, reputation and interests of Cambridge Assessment English, its employees, directors, officers or other people associated with Cambridge Assessment English, or its products or services;
  - 15.3.4 the Centre fails to pay any invoice from Cambridge Assessment English within 28 (twenty-eight) days of the invoice date;
  - 15.3.5 the Centre at any time infringes or challenges the validity of the Intellectual Property Rights of Cambridge Assessment English or the University of Cambridge;
  - 15.3.6 there is a material change in the ownership of the Centre, or a material change of Control of the Centre or Centre Venue, which in the reasonable view of Cambridge Assessment English materially affects the ability of the Centre to perform its obligations under this Agreement;
  - 15.3.7 the change in ownership or Control of the Centre is as a result of a competitor of Cambridge Assessment English obtaining an interest in the Centre; or
  - 15.3.8 there is a case of suspected malpractice or maladministration at the Centre, or at a Centre Venue, and Cambridge Assessment English is concerned about the actual or perceived effect on its reputation, regulatory compliance or business strategy.
- 15.4 Cambridge Assessment English may end this Agreement by giving not less than 2 (two) months' written notice of termination to the Centre if the Centre fails to meet its minimum annual Entries targets as listed in Schedule 2.
- 15.5 Cambridge Assessment English may terminate this Agreement without cause at any time by giving the Centre 3 (three) months' notice in writing.

- 15.6 The Parties may terminate this Agreement immediately by mutual consent evidenced in writing.
- 15.7 The rights to terminate this Agreement given by this clause 15 shall be without prejudice to any right or remedy of either Party in respect of the breach concerned (if any) or any other breach, save that there shall be no right of appeal from any decision by Cambridge Assessment English to terminate this Agreement.

## **16 CONSEQUENCES OF TERMINATION**

### **16.1 Upon expiry or termination of this Agreement for any reason:**

- 16.1.1 the Centre shall not make any attempt to register Entries for any Qualifications or run any Cambridge English Teaching courses after Cambridge Assessment English has given written notice of termination of the Agreement, or after termination or expiry of the Agreement, however arising;
- 16.1.2 outstanding monies due by one of the Parties to the other shall become immediately payable;
- 16.1.3 each Party shall honour any outstanding obligations due to the other in respect of Candidates registered with the Centre or any Sub-centre at the date of termination, and shall each take all reasonable steps to mitigate the effect on Candidates, including identifying suitable alternative Centres for the purposes of the Qualifications, for which Candidates shall be expected to pay any additional fees levied at such alternative Centre's discretion;
- 16.1.4 all licences granted hereunder, including the Logo Licence in Schedule 1 and the rights to use the Marks, shall terminate;
- 16.1.5 the Centre shall cease to register any new Candidates for Qualifications;
- 16.1.6 the Centre shall cancel any upcoming Qualifications (unless Cambridge Assessment English has agreed to them in writing) with all local costs to be incurred by the Centre;
- 16.1.7 the Centre shall cease to promote itself as a Cambridge Assessment English Authorised Exam Centre within one calendar month from the date of termination or immediately where the breach is serious;
- 16.1.8 the Centre shall cease to use any of the Intellectual Property Rights of Cambridge Assessment English within one calendar month of termination or immediately where the breach is serious;
- 16.1.9 the Centre shall continue to provide the security provisions as described in clause 3.5.6 for as long as it holds any Materials relating to the Qualifications;
- 16.1.10 at Cambridge Assessment English's sole discretion, the Centre shall return to Cambridge Assessment English or securely destroy (and provide confirmation of such destruction) any Confidential Information (which includes any and all Cambridge Assessment English Materials, e.g. Centre Authorisation Certificate);
- 16.1.11 subject as otherwise provided herein and to any accrued rights, remedies, obligations and liabilities of the Parties as at termination which shall not be affected (including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination), neither Party shall have any further obligation to the other under this Agreement; and
- 16.1.12 clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect, including clause 3.7, clause 6, clause 7, clause 10, clause 11, clause 12, clause 16, clause 20.9 to 20.11 inclusive, clause 21 and clause 22.

## 17 NON-SOLICITATION

- 17.1 Neither Party shall at any time from the commencement of this Agreement to 12 (twelve) months after its expiry or termination solicit or entice away from the other Party, or employ or attempt to employ any person who is, or has been in the previous 12 (twelve) months, engaged as an employee of the other Party in the provision of the services set out in this Agreement without the other Party's prior written consent.
- 17.2 Any consent given by a Party in accordance with clause 17.1 shall be subject to the soliciting Party paying the other Party a sum equivalent to 20% of the then-current annual remuneration of the employee, and the Parties confirm that these sums represent a genuine pre-estimate of the loss that the Parties would suffer as a result.

## 18 ANTI-SLAVERY

### 18.1 The Centre shall:

- 18.1.1 comply with all applicable laws, statutes, regulations and codes in force relating to anti-slavery and anti-trafficking, including but not limited to the Modern Slavery Act 2015;
- 18.1.2 comply with the anti-slavery policy adopted by Cambridge Assessment English;
- 18.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct was carried out in the UK;
- 18.1.4 include in all its contracts with its subcontractors and suppliers anti-slavery and anti-human trafficking terms that are at least as onerous as those set out in this clause 18.1; and
- 18.1.5 promptly report to Cambridge Assessment English any suspected or known slavery or human trafficking in connection with the performance of this Agreement, any breach or potential breach of this clause 18.1 or any breach or potential breach of Cambridge Assessment English's anti-slavery policy.

### 18.2 The Centre represents that:

- 18.2.1 it, its officers and its employees have not been convicted of any offence under the Modern Slavery Act 2015, or any equivalent offence in any jurisdiction involving slavery and human trafficking;
- 18.2.2 to the best of its knowledge, neither it, its officers or its employees have been, or are subject to any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence in any jurisdiction involving slavery or human trafficking; and
- 18.2.3 it has and shall maintain in place throughout the term of this Agreement its own policies, training and procedures, to ensure compliance with this clause 18.

- 18.3 The Centre shall ensure it performs adequate due diligence procedures for its direct subcontractors and suppliers in connection with the performance of this Agreement, to ensure there is no slavery or human trafficking in the contractual chain.

## 19 ANTI-BRIBERY

### 19.1 The Parties represent to one another that:

- 19.1.1 they have not committed any offence under the UK Bribery Act 2010 or done any of the following (referred to hereafter as "**Prohibited Acts**");

19.1.1.1 offered, given or agreed to give any Representative of the other Party

any gift or consideration of any kind as an inducement or reward for doing, or not doing, or for having done, or not having done, any act in relation to the obtaining of performance of this Agreement or any other agreement with the other Party, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other agreement with the other Party; or

19.1.1.2 in connection with this Agreement paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Party; and

19.1.2 they have in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the UK Bribery Act 2010.

19.2 If either Party, its Representatives, or anyone acting on its or their behalf has done or does any of the Prohibited Acts or has committed or commits any offence under the UK Bribery Act 2010 with or without the knowledge of the other Party in relation to this Agreement then the other Party will be entitled to:

19.2.1 terminate this Agreement immediately on notice;

19.2.2 recover the amount or value of any gift, consideration or commission concerned; and

19.2.3 recover any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence,

and any termination under this clause 19.2 will be without prejudice to any right or remedy that has already accrued, or subsequently accrues.

19.3 Breach of this clause 19 shall be deemed a material breach incapable of remedy.

## 20 GENERAL

20.1 **No assignment:** The Centre shall not, without the prior written consent of Cambridge Assessment English, be entitled to sub-contract, assign or otherwise delegate any of its obligations hereunder to or through any company or entity, nor shall it assign, mortgage, charge or dispose of any of its rights or obligations under this Agreement.

20.2 **Agency:** The Centre shall ensure that it does not specify that it is acting in any way as an agent or representative of Cambridge Assessment English in any agreement with a third party. This Agreement is personal to the Centre, which may not, without the prior express written consent of Cambridge Assessment English, be entitled to perform any of its obligations through any other company, sales agent, distributor or entity or to assign, mortgage, charge, sub-license or dispose of any of its rights (including Intellectual Property Rights) hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

20.3 **Joint venture:** Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal and agent relationship, or employer and employee relationship between Cambridge Assessment English and the Centre, and neither Party shall have any right, power or authority to create any obligation express or implied on behalf of the other. The Centre should make it clear in all dealings that it is not acting as agent for Cambridge Assessment English.

20.4 **Changes to be in writing (not email):** Save for changes made under clauses 2.2.1 to 2.2.16 or 4.3, this Agreement may not be modified except in writing signed by the Parties' duly authorised Representatives.

20.5 **No other representation or warranty:** Each Party acknowledges that in entering into this

Agreement, it does not do so on the basis of, and does not rely on, any representation or warranty or other provision except as expressly provided herein. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

- 20.6 **Force Majeure:** Neither of the Parties to this Agreement shall be responsible to the other Party for any delay in performance or non-performance due to Force Majeure (which means for any Party circumstances beyond the reasonable control of that Party including, without limitation, terrorism or Act of God). The affected Party shall, however, promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder. Thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the force majeure situation continues for longer than 6 months, Cambridge English shall have the option to terminate the Centre's authorisation.
- 20.7 **Rights of Third Parties:** No person who is not party to this Agreement shall have any right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. Approval as a Cambridge Assessment English Authorised Exam Centre does not confer the status of legal representative for, or legal agent of, Cambridge Assessment English, nor does it give third party rights to those with whom the Centre has entered into a contractual relationship.
- 20.8 **Authority:** Each Party warrants to the other Party that it has full power and authority to enter into this Agreement.
- 20.9 **Waiver:** The failure to exercise, or delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any subsequent breach or default in respect of the same or any other term and shall not affect the other terms of this Agreement and a waiver of a breach of any of the terms of this Agreement or of a default under this Agreement shall not prevent a Party from subsequently requiring compliance with any waived obligation.
- 20.10 **Severance:** If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which shall remain in full force and effect.
- 20.11 **Counterparts:** This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when signed either electronically or in wet-ink signature and delivered shall be deemed to be an original but all the counterparts together shall constitute one and the same Agreement.

## 21 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 21.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law.
- 21.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## 22 NOTICES

- 22.1 Any notices to be given or served under this Agreement shall be in writing and signed, and deemed adequately served on Cambridge Assessment English if addressed to the Director Network Services, and on the Centre if delivered to the address referred to at the beginning of this Agreement, or to any other address which either Party has provided to the other in writing as a substitute.

22.2 Any notice served by electronic transmission shall be deemed to have been served on the day following its transmission and any notice served by post shall be deemed to have been served 7 (seven) days after posting.

22.3 Any notice, instrument, certificate or other communication given under or in connection with this Agreement shall be in the English language, or accompanied by a certified English translation. If such notice, instrument, certificate or other communication is translated into any other language, the English language text shall prevail.

## 23 INTERPRETATION

23.1 The Centre has reviewed the terms of this Agreement carefully, and has had the opportunity to take independent legal advice.

**THIS AGREEMENT** has been entered into on the Commencement Date stated at the beginning of it.

**Signed by:**

**Signed by:**

For and on behalf of

For and on behalf of

**Cambridge Assessment English**

**Brno Masaryk University**

Director of Customer Services

Print name:

Position: Head of Division for Strategy

Date: 02 August 2018 | 11:11 BST

Date: 29 července 2018 | 11:41 BST

## Schedule 1: Logo Licence Agreement

### 1) PARTIES

- 1.1 The University of Cambridge Local Examinations Syndicate ("UCLES") of The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA is a department of the University of Cambridge and acts for and on behalf of The Chancellor, Masters and Scholars of the University of Cambridge ("Licensor"). Cambridge Assessment English is a business unit of UCLES.
- 1.2 The Centre whose details appear on page 1 of the Centre Agreement ("Licensee").

### 2) BACKGROUND

- 2.1 The Licensor is the owner of the Logos (as defined below).
- 2.2 By virtue of the Centre Agreement entered into between the Licensor and the Licensee on 02 August 2018 | 11:11 BST ("the Centre Agreement") the Licensor has permitted the Licensee to use the Logos according to the terms set out below.

### 3) AGREED TERMS

#### Interpretation:

The following definitions and rules of interpretation apply in this Logo Licence ("Licence").

#### Definitions:

**Commencement Date:** means the date on which this Licence comes into effect as set out in the Centre Agreement;

**Logo:** means the approved logo(s) granted for use by the Centre during the life of this Agreement as set out in Schedule 2;

**Logo Guidelines:** means the Licensor's guidelines for use of the Marks available on the Support Site, as amended from time to time;

**Marks:** means any graphic device created by Cambridge Assessment English which may or may not form part of the Logo;

**Products:** means Cambridge English Qualifications and/or Cambridge English Teaching Courses which the Centre may use the Marks with, set out in Schedule 2 of the Centre Agreement;

**Services:** means services on which to use the Approved Logo(s) as set out in the Logo Guidelines;

**Term:** means the period of time from the Commencement Date to the Termination Date as set out in the Centre Agreement;

**Termination Date:** means the date on which this Licence is terminated as set out in the Centre Agreement or this Logo Licence Agreement; and

**Territory:** means the country(ies) set out in Schedule 2 where the Centre is approved to offer Qualifications.

**Interpretation:**

- 3.1 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 3.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 3.3 A reference to writing or written includes fax but not email. Any notices to be given or served under this Licence shall be deemed adequately served on the Licensor if delivered to:
 

Director Business and Marketing, Cambridge Assessment  
The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA  
Facsimile: +44 (0)1223 553558

 and on the Licensee if delivered to the Centre Exams Manager or Centre Administrator.
- 3.4 Any words following the terms "including", "include", "includes", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.5 Each Party acknowledges that in entering into this Licence, it does not do so on the basis of, and does not rely on, any representation or warranty or other provision except as expressly provided herein.
- 3.6 No person who is not party to this Licence shall have any right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Licence.

**4) GRANT OF RIGHTS**

- 4.1 Subject to the terms and conditions of this Licence, the Licensor hereby grants to the Licensee during the Term a non-exclusive, non-transferable, non-sub-licenseable licence to use the Logos on or in connection with the Products and/or Services, subject to any other conditions set out in the Centre Agreement.

**5) APPLICATION OF THE LOGOS**

- 5.1 The Licensee shall only use the Logos in accordance with the Logo Guidelines provided by the Licensor from time to time and in accordance with this License.
- 5.2 The Licensee cannot use any of the Logos for any purpose or in any manner except as provided for under this Licence, in the Logo Guidelines and under the Centre Agreement.

**6) TITLE, GOODWILL AND REGISTRATIONS**

- 6.1 The Licensee acknowledges and agrees that the Licensor is the owner of the Logos and Marks.
- 6.2 Any goodwill derived from the use by the Licensee of the Logos or Marks shall accrue to the Licensor. The Licensee agrees, upon request, to execute any documentation necessary to vest such goodwill in the ownership of the Licensor or evidence such ownership.
- 6.3 The Licensee shall not apply to register any Logos or Marks for any goods or services in any country.
- 6.4 The Licensee shall not apply to register any trade mark (whether of a name or Logo), domain name or company name identical or confusingly similar to the Logos or Marks for any goods or services in any country.
- 6.5 The Licensee shall not (i) use in its business (whether digitally or physically) any other trade mark confusingly similar to the Logos or Marks and/or (ii) use the Logos or Marks or any word confusingly similar to the Logos or Marks as, or as part of, its corporate or trading name. In particular the Licensee shall not use the name "Cambridge" or the shield in the name of its business.
- 6.6 The Licensee shall not do anything that will or may weaken or damage the Logos or Marks or the reputation or goodwill associated with the Logos or Marks, or that may invalidate or jeopardise any registration of the Logos or Marks.
- 6.7 The Licensee shall promptly and fully notify (in writing) the Licensor of any actual, threatened or suspected infringement of the Intellectual Property Rights in the Logos or Marks which comes to their attention, and of any claim by any third party coming to its attention that use of the Logos or Marks infringes any rights of any third party.
- 6.8 Nothing in this Agreement shall constitute any representation or warranty that: (i) any registration comprised in the Logo and Mark is valid, (ii) any application comprised in the Logo



and Mark shall proceed to grant or, if granted, shall be valid; or (iii) the exercise by the Licensee of rights granted under this Agreement will not infringe the rights of any person.

## **7) ASSIGNMENT AND OTHER DEALINGS**

7.1 The Licensee shall not assign, transfer, sub-license, sub-contract, or deal in any other manner with any or all of its rights under this Agreement without the prior written consent of the Licensor.

## **8) DURATION AND TERMINATION**

- 8.1 This Licence shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15 of the Centre Agreement or this clause 8 until the Termination Date when it shall expire automatically without notice.
- 8.2 Without prejudice to any other right or remedy available or accruing to the Licensor under this Licence or otherwise, the Licensor may terminate this Licence with immediate effect if either (i) the Licensee has materially breached this Licence (and, in case of a remediable breach, has failed to remedy that breach within 30 (thirty) days of the date of service of notice from the Licensor specifying the breach and requiring that it be remedied); or (ii) in accordance with clause 15.1.3 of the Centre Agreement.
- 8.3 The Licensor shall have the right to terminate this Licence at any time on giving the Licensee not less than 30 (thirty) days' written notice of termination.
- 8.4 Upon termination of this Licence however arising, all use of the Marks shall cease immediately.
- 8.5 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Licence which existed at or before the date of termination or expiry.
- 8.6 Any notice given to a party in connection with this Licence shall be in writing and sent to the party at the address given in clause 22 of the Centre Agreement and clause 3.3-3.6 of this Licence.
- 8.7 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

## **9) VARIATION**

9.1 Subject to clauses 2.2.1 to 2.2.16 and 4.3 of the Centre Agreement, no variation of this Licence shall be effective unless it is in writing and signed by the Parties (or their authorised Representatives).

## **10) LIABILITIES AND INDEMNITIES**

- 10.1 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this Licence.
- 10.2 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with: (i) the Licensee's exercise of its rights granted under this Licence including any claim made against the Licensor for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith; (ii) the Licensee's breach or negligent performance or non-performance of this Licence, including any product liability claim relating to products bearing the Marks manufactured, supplied or put into use by the Licensee; (iii) the enforcement of this Licence; or (iv) any claim made against the Licensor by a third party for death, personal injury or damage to property arising out of or in connection with defective products produced under this agreement, to the extent that the defect in such products is attributable to the acts or omissions of the Licensee, its employees, agents, or subcontractors.

**11) GOVERNING LAW AND JURISDICTION**

11.1 This agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

This Logo Licence Agreement has been entered into on the date stated below

**Signed by:**

**Signed by:**

DocuSigned by:

DocuSigned by:

For and on behalf of

For and on behalf of

**Cambridge Assessment English**

**Brno Masaryk University**

Print name:

Director of Customer Services

Position: Head of Division for Strategy

Date: 02 August 2018 | 11:11 BST

Date: 29 července 2018 | 11:41 BST

## Schedule 2: Centre Specific Details

**Cambridge Assessment English** ("Cambridge Assessment English") a department of the University of Cambridge Local Examinations Syndicate of The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, UK ("UCLES") where UCLES acts for and on behalf of The Chancellor, Masters and Scholars of the University of Cambridge

and

**Brno Masaryk University** (the "Centre") of **Centre for International Cooperation, Masaryk University, Komenskeho nam. 2, 602 00 Brno Czech Republic**

Company Registration No. 00216224

**Centre Number: CZ025**

**Centre Examination Manager:**

1. The Approved Logo(s)



# Cambridge Assessment English

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Authorised Exam Centre



**Cambridge**

**English Qualifications**

**2. Qualification(s), Territory/ies and Minimum Annual Entries:**

Qualification(s)	Territory/territories where the Centre is approved to offer the Qualification(s)	Minimum Entries for the Qualification(s) per Centre year, being between 01 August and 31 July of each financial year
CELTA	Czech Republic	20

**Signed by:****Signed by:**

For and on behalf of

For and on behalf of

**Cambridge Assessment English****Brno Masaryk University**

Print name:

Director of Customer Services

Position: Head of Division for Strategy

Date: 02 August 2018 | 11:11 BST

Date: 29 července 2018 | 11:41 BST

## Schedule 3: Data Sharing Agreement

### INTRODUCTION

- (A) Cambridge Assessment English delivers a range of assessments, qualifications and tests of English for learners of all ages
- (B) The Centre puts forward candidates for Cambridge Assessment English's assessments, qualifications and tests.
- (C) In order for the Parties properly to administer the participation of the Centre's candidates for Cambridge Assessment English's assessments, qualifications and tests, it is necessary for the Parties to share information including the personal data and special category data of candidates.
- (D) The Parties consider that such data is transferred on a controller-to-controller basis.
- (E) This Data Sharing Agreement sets out the basis upon which the Parties will share such information and comply with their data protection obligations in relation to the rights of candidates as data subjects.

### AGREED TERMS

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words have the following meanings:

**Agreed Purposes:** in order for:

- (a) Candidates to be entered for Cambridge Assessment English assessments;
- (b) Cambridge Assessment English to collect and mark, moderate or verify a Candidate's work, report results and issue certificates;
- (c) Cambridge Assessment English to consider and respond to any requests for additional time, assistance or other accommodations in relation to a particular Candidate in light of that Candidate's personal circumstances (which may include consideration of special category data in response to any request by a Candidate entered for Assessments);
- (d) Cambridge Assessment English to verify a Candidate's identity (for qualifications where this is necessary);
- (e) Cambridge Assessment English to investigate and take such action as it deems appropriate in relation to malpractice, maladministration and other irregularities in relation to Assessments;
- (f) Cambridge Assessment English to run the administrative systems used to support the delivery of Assessments;
- (g) Cambridge Assessment English to develop Assessments and improve on their quality and integrity, including the collection of statistics and other information relating to Assessments for Cambridge Assessment English's future use;
- (h) Cambridge Assessment English to carry out marketing and market research, and provide training in order to improve on the delivery of Assessments;
- (i) The Centre to enter any Candidate for Assessments;
- (j) the Centre to report any incident of malpractice or maladministration or any other irregularity in relation to Assessments;
- (k) the Centre to forward any request relating to the delivery of Assessments to a Candidate; and
- (l) the Parties to comply with their legal and regulatory obligations and to assist each other in relation to any exercise by a Candidate of their rights as a data subject.

**Assessment Services:** any services provided or made available by Cambridge Assessment English in connection with the participation of Candidates in Assessments;

**Candidate:** an individual registered by a Centre for the purpose of taking a Qualification and any other data subject whose personal data is provided by the Centre to Cambridge Assessment English;

**Candidate Privacy Information:** information to be provided to Candidates regarding the processing of their personal data in connection with this Data Sharing Agreement;

**Controller, processor, data subject, personal data, special category data, processing and appropriate technical and organisational measures:** shall have the meanings ascribed to them in the Data Protection Legislation (for the avoidance of doubt, the term personal data includes special category data);

**Data Protection Legislation:** (as applicable) the Data Protection Act 1998; Regulation (EU) 2016/679 (the "GDPR"); and any laws, regulations and/or secondary legislation transposing the GDPR into English law or with similar subject matter, including any successor legislation to the Data Protection Act 1998;

**Data Sharing:** the transfer of the Shared Personal Data;

**Effective Date:** the date of this Agreement;

**Permitted Recipients:** the Parties, the employees of each Party; the individuals and organisations that represent, or provide services on behalf of, each Party, including Sub-centres and Venues; the affiliated businesses or organisations of each Party and those owned by each Party; and, in the case of Cambridge Assessment English the following: any examiners engaged to perform obligations in connection with Assessments; the Universities and Colleges Admissions Service, any university, college or other educational establishment, and any other organisation (including other Awarding organisations, Ofqual, businesses and governmental or other public bodies) in order to meet our obligations in delivery of assessment services;

**Qualification:** a Cambridge English Qualification or Cambridge English Teaching as listed on the Cambridge English website from time to time;

**Shared Personal Data:** any personal data shared between the Parties in connection with the provision of Assessment Services.

1.2 In this Data Sharing Agreement unless the context otherwise requires:

- (a) clause and schedule headings are included for convenience only and will not affect the construction or interpretation of this Data Sharing Agreement;
- (b) references to clauses and schedules are references to the relevant clauses and schedules of this Data Sharing Agreement;
- (c) a reference to **writing** includes email;
- (d) all references to the Parties include their permitted successors and assigns; and
- (e) any reference to a statute or statutory provision includes references to that statute or statutory provision as the same may from time to time be amended, extended, re-enacted or replaced (whether before or after the date of this Data Sharing Agreement) and including all subordinate legislation made under it from time to time.

## 2. STATUS OF THIS AGREEMENT

2.1 This Data Sharing Agreement shall be incorporated as Schedule 3 of the Centre Agreement signed between the Parties, and clauses 12.5.1, 12.5.3-12.5.10, 12.6, 12.8 - 12.11 of the Centre Agreement are hereby deleted.

2.2 This Data Sharing Agreement governs the Data Sharing and is the only basis upon which Cambridge Assessment English will accept personal data from the Centre in relation to Candidates.

2.3 This Data Sharing Agreement is intended to be legally binding and shall prevail over all other agreements, arrangements and understandings between the Parties relating to the Data Sharing, whether made before or after the date of this Data Sharing Agreement and notwithstanding any wording to the contrary in such agreements, arrangements and understandings between the Parties.

2.4 Any agreements, arrangements and understandings between the Parties which are unrelated to the Data Sharing, or which are related to the Data Sharing but do not conflict with the provisions of this Data Sharing Agreement, shall continue in full force and effect notwithstanding this Data Sharing Agreement.

2.5 This Data Sharing Agreement shall commence on the Effective Date and shall continue in full force and effect until it is terminated by mutual agreement between the Parties.

### **3. PROVISION OF INFORMATION TO CANDIDATES**

3.1 Prior to transferring the personal data of any Candidate to Cambridge Assessment English (and in any event no later than one month from such transfer), the Centre shall provide the Candidate Privacy Information to such Candidate.

### **4. DATA PROTECTION COMPLIANCE**

4.1 Each Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation. Any material breach of the Data Protection Legislation by a Party in connection with the Data Sharing shall constitute a material breach of this Data Sharing Agreement.

4.2 The Centre shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; and
- (b) give full information to any Candidate whose personal data may be processed under this Data Sharing Agreement of the nature such processing.

4.3 The Parties shall:

- (a) process the Shared Personal Data only for the Agreed Purposes;
- (b) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (c) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
- (d) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (e) not transfer any personal data outside the EEA otherwise than in compliance with the Data Protection Legislation.

### **5. COOPERATION BETWEEN THE PARTIES**

5.1 Each Party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in connection with the Shared Personal Data, each Party shall:

- (a) consult with the other Party and cooperate in good faith in relation to any notices given to data subjects in relation to the Shared Personal Data;
- (b) inform the other Party if any personal data has been transferred to the other Party in error or otherwise in breach of the Data Protection Legislation, requesting the immediate deletion of such inappropriately transferred personal data;

- (c) if legally required inform the other Party about the receipt of a complaint or subject access request from any data subject regarding the transfer of any Shared Personal Data between the Parties;
- (d) provide the other Party with reasonable assistance in complying with any data subject access request. For the avoidance of doubt, a subject access request made to one Party in its capacity as data controller shall not oblige the other Party to disclose any personal data it holds independently in its capacity as a data controller;
- (e) if legally required inform the other Party without delay if a data subject requests the erasure of any Shared Personal Data. For the avoidance of doubt, where one Party is obliged to erase any Shared Personal Data, the other Party shall not be obliged to erase the same Shared Personal Data if that other Party may lawfully continue to hold and process such Shared Personal Data;
- (f) assist the other Party, at the cost of the other Party, in responding to any other request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators relating to the Shared Personal Data;
- (g) notify the other Party without undue delay on becoming aware of any breach of the Data Protection Legislation in connection with the Shared Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and
- (i) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach.

## **6. GENERAL**

6.1 Any notice given in connection with this Agreement shall be in writing and delivered by hand, pre-paid first class post or courier (using an internationally recognised courier company) to the registered office of the other Party or to such other address subsequently notified in writing by the other Party for such purpose.

6.2 No Party may assign, novate, sub-contract, charge or otherwise transfer any or all of its rights obligations under this Agreement without the prior written consent of the other Party.

6.3 If any provision of this Agreement is held to be void, illegal or otherwise unenforceable by a court of competent jurisdiction then the relevant provision will be deemed deleted and the remaining provisions of this Agreement will remain in full force and effect.

6.4 No variation or amendment of this Agreement will be effective unless it is made in writing and signed on behalf of each Party.

6.5 No person other than a Party has any rights under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any terms of this Agreement.

6.6 If there is a conflict between this agreement and any other agreements we have with you relating to data sharing this Data Sharing Agreement will take precedence.

6.7 The validity, construction and performance of this Agreement shall be governed by English law.

6.8 The Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.



This Variation must be agreed and signed by both Parties and shall be deemed effective from 25th May 2018 once signed by the Parties.

**Signed by:**

**Signed by:**

For and on behalf of

For and on behalf of

**Cambridge Assessment English**

**Brno Masaryk University**

Print name

Director of Customer Services

Position: Head of Division for Strategy

Date: 02 August 2018 | 11:11 BST

Date: 29 července 2018 | 11:41 BST