



## Authorised Centre Agreement

This Centre Agreement (this "Agreement") is made on 28 May 2012 between the Chancellor, Masters and Scholars of the University of Cambridge acting through its departments, the University of Cambridge Local Examinations Syndicate and Cambridge ESOL, 1 Hills Road, Cambridge CB1 2EU ("Cambridge ESOL") of Syndicate Buildings, 1 Hills Road, Cambridge, CB1 2EU, UK and International House London - The Distance DELTA 16 Stukeley Street Covent Garden London ("the Centre").

The Centre has applied to Cambridge ESOL to act as a centre to offer Cambridge ESOL Examinations and/or teaching qualifications ("the Qualifications"). Authorisation to run specific Qualifications is granted separately and it is hereby agreed that Cambridge ESOL authorises the Centre to promote and administer the following Qualifications. This Agreement describes the relationship and obligations between the parties.

Date agreement begins: 1 June 2012

Centre number: 10239

Centre name: International House London - The Distance DELTA

Centre Exams Manager / Centre Administrator: Natalie Gunn

Centre address: 16 Stukeley Street Covent Garden London

Region (where applicable):

The Centre is approved with **Open** or **Internal** status as listed below.

*(For CELTA centres only)* For confirmation on whether your Centre may train CELTA tutors on either the internal or external scheme please contact Cambridge ESOL.

Cambridge ESOL may produce new Qualifications during the period that this Agreement is in force. Cambridge ESOL will confirm in writing to the centre any additional Qualifications that are to be added to the Centre's authorisation.

The Centre agrees to notify Cambridge ESOL immediately in writing if any of its details change at any time during the duration of this Agreement.

The Centre agrees to make it clear in all its dealings that it is authorised under this Agreement only to offer the following Cambridge ESOL Qualifications:

<b>Qualification</b>	<b>Open</b>	<b>Internal</b>
Delta Module One	Open	
Delta Module Two	Open	
Delta Module Three	Open	

**1. The Centre agrees that in accord with Cambridge ESOL guidelines as updated from time to time and to Cambridge ESOL's reasonable satisfaction it will:**

- 1.1. Abide by the centre terms and conditions as laid out in the current Cambridge ESOL Centre Registration Booklet, which include those applicable to the Centre Exams Manager (CEM) acting on behalf of the Centre, and also include notifying Cambridge ESOL of any changes to the CEM.
- 1.2. *(With the exception of Teaching Qualifications)* Make a minimum of 100 candidate entries in total each calendar year.
- 1.3. Nominate a named CEM (or Centre Administrator for Teaching Awards) through whom the obligations to Cambridge ESOL will be met and providing him/her with office space and equipment, including internet access and an email account.

**1.4. Administer the Qualifications to Cambridge ESOL quality standards in the Region agreed with Cambridge ESOL by:**

- 1.4.1. Administering the examinations in accordance with the current Handbook for Centres and any other administration documentation provided by Cambridge ESOL (for example, Exam Instruction Booklets) which are hereby incorporated into and subject to this Centre Agreement.
- 1.4.2. Using software and online administration sites provided under licence by Cambridge ESOL for administering the Qualifications and hold any username and password for its use confidential according to the terms of the licence.
- 1.4.3. Acting as a registration and administration point for Cambridge ESOL Qualifications.
- 1.4.4. Permitting Cambridge ESOL at its own cost to inspect any premises and/or documents used by the Centre in connection with the Qualifications. The Centre undertakes to make changes or otherwise adequately address any concerns, including the completion and return of any Action Plans, as identified by and to the satisfaction of Cambridge ESOL, before running any further Cambridge ESOL Qualifications.
- 1.4.5. Ensuring that all exam candidates when they register for an exam have received a copy of the Summary Regulations for Candidates which is available at [www.esolcentrenet.org](http://www.esolcentrenet.org) <<http://www.esolcentrenet.org>> and at [www.cambridgeesolonline.org](http://www.cambridgeesolonline.org) <<http://www.cambridgeesolonline.org>>.
- 1.4.6. Arranging for the receipt and secure storage of examination materials, which may include payment by the Centre of local customs duties.
- 1.4.7. Returning or securely destroying all exam materials in accordance with the instructions in the Handbook for Centres and the Exams Instructions Booklets.
- 1.4.8. Ensuring that correspondence from Cambridge is disseminated promptly to all relevant staff at the Centre; also by replying promptly to any communication from Cambridge ESOL or its representatives.
- 1.4.9. Setting local exam dates and local fees and informing Cambridge ESOL of these when requested.
- 1.4.10. *(Except the UK)* Managing the recruitment of Examiners and supporting the recruitment of Team Leaders for oral components of the examinations as detailed in the Minimum Professional Requirements for the Cambridge ESOL Speaking Tests (as amended by Cambridge ESOL from time to time).
- 1.4.11. *(For Teaching Qualifications only)* Providing training courses delivered by trained and experienced tutors approved by Cambridge ESOL as per the instructions in the Cambridge ESOL Teaching Award administration documentation and ensuring that tutors and assessors participate in briefing and standardisation procedures.
- 1.4.12. *(For Teaching Qualifications only)* Administering the Teaching Qualifications according to all instructions given in Cambridge ESOL's administration documentation, including ensuring minimum contact time and teaching practice
- 1.4.13. *(For centres that supervise other centres)* The Centre and its CEM (on behalf of the Centre) are responsible for all matters relating to the administration of the Qualifications through the centres listed in the conditions section of this agreement and for the service these centres provide to candidates and other schools, including without limitation the Centre shall be fully liable for these centres' compliance with any and all terms of the Centre's Centre Agreement, the Handbook for Centres and any other associated documents, with respect to these centres' operations. The Centre is responsible for ensuring that a suitably experienced and qualified person is given the role of CEM, after approval by Cambridge ESOL, in each of the supervised centres.

**1.5. Provide high quality customer service including:**

- 1.5.1. Regular contact with existing and prospective preparation centres (where applicable) to maintain good relationships and disseminate new information.
- 1.5.2. Setting up preparation centre details on Cambridge ESOL Online and giving such centres access to the preparation centre website.
- 1.5.3. Linking candidate entries to the correct preparation centre.
- 1.5.4. Applying for special requirements when needed.
- 1.5.5. Providing candidates access to the Results Online site.

**1.6. Support product and quality developments by:**

- 1.6.1. Working with Cambridge ESOL to support the development, delivery and recognition of the Qualifications, including computer-based examinations.
- 1.6.2. Participating in new initiatives and providing feedback (when asked to do so).
- 1.6.3. Running pre-tests when invited to do so.

- 1.7. Disclosing immediately to Cambridge ESOL any involvement with Examination Boards or providers of assessment services which are actually or potentially in competition with the Cambridge ESOL Qualifications for which the Centre is authorised.

**1.8. Abide by financial arrangements, including:**

- 1.8.1. Meeting all costs for the local delivery and administration of the Qualifications in return for collecting a reasonable local fee per candidate, which fee must not exceed an amount considered reasonable (i.e. affordable to the maximum number of potential candidates in the given region) by Cambridge ESOL in its absolute discretion.
- 1.8.2. Ensuring that, in those countries where examination fees 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.
- 1.8.3. Ensuring it has appropriate insurance under local law for the carrying out of examinations and to cover any areas where ESOL has limited its liability under this Agreement.
- 1.8.4. Remitting to Cambridge ESOL all University fees due, within 28 days of date of invoices. Payments shall be made in the currency stated on the invoice and shall be paid in full without any deduction, set-off or counterclaim against Cambridge ESOL. Failure to pay sums due by the due date will entitle Cambridge ESOL to take the following actions:
  - to charge the Centre interest at a rate of 1% above Barclays Bank plc's base rate until such time as payment is made in full.
  - to suspend the Centre's approval, including but not limited to: withholding candidate certificates; rejecting entries received from the Centre; removing the Centre from any Cambridge ESOL websites.

## **2. Cambridge ESOL hereby agrees that it will:**

- 2.1. Provide the Centre with quality assessments and continue to develop the assessments as can reasonably be expected in line with market feedback and recognised international needs.
- 2.2. Promptly process candidate entries, arrange for timely despatch of materials and issue results and certificates (where appropriate).
- 2.3. Continue to develop technology that supports centres' needs in terms of administration of the Qualifications and provide documentation and technical support for same.
- 2.4. Provide the Centre with an official Centre Authorisation Certificate which confers on the Centre a licence to advertise Cambridge ESOL Centre status and to use the Cambridge ESOL logo and Cambridge brand, which the Centre undertakes to use in accordance with the instructions contained in the Cambridge ESOL Logo Regulations for Use by Centres (as amended from time to time).
- 2.5. Publish details of the Centre on Cambridge ESOL's website.
- 2.6. Provide the Centre with reasonable information, training and support to enable it to carry out its obligations. This will include training and support in administering Cambridge ESOL Examinations in line with Cambridge ESOL quality standards.
- 2.7. Publish information about the service and support which centres can expect from Cambridge ESOL.
- 2.8. In selected countries (as determined by Cambridge ESOL), provide in-country support via a regional office.
- 2.9. Inform the Centre of the University fee for the next financial year (1 August to 31 July) by the preceding May or as soon as reasonably possible.
- 2.10. Promote the Qualifications globally and continue to raise the profile of Cambridge ESOL as a quality examinations provider.
- 2.11. Develop promotional material for use by the Centre and regularly update the Centre on product and administration developments.
- 2.12. Forward queries to the Centre from potential suppliers of candidates in the Region.
- 2.13. Carry out inspection/assessment visits in order to monitor the administration and delivery of the Qualifications.
- 2.14. Maintain the quality of speaking examiners through the maintenance of a regional Team Leader system, together with appropriate speaking examiner documentation.

## **3. General**

### **3.1. Intellectual Property**

- 3.1.1. For the avoidance of doubt, it is agreed that the Intellectual Property in the materials and services provided by Cambridge ESOL ("Intellectual Property Rights") shall belong to Cambridge ESOL and the Centre shall not obtain or acquire any rights in respect of these or any other intellectual property rights of Cambridge ESOL or in the goodwill associated therewith.
- 3.1.2. Cambridge ESOL grants the Centre a non-exclusive non-transferrable licence to use the material, software, names, logos and images supplied by Cambridge ESOL for the purposes only of performing the Centre's obligations under this Agreement and the Centre shall ensure that its use of all Cambridge ESOL examination and marketing materials is in accordance with usage guidelines and other regulations stipulated by Cambridge ESOL from time to time. In using the licence, the Centre shall take all reasonable steps to ensure that Cambridge ESOL's goodwill is not undermined.
- 3.1.3. The Centre shall promptly and fully notify Cambridge ESOL 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 so coming to its notice that the marketing and/or holding of Cambridge ESOL courses or assessments infringes any rights of any other person, and the Centre shall, at the request and expense of Cambridge ESOL, do all such things as may reasonably be required by Cambridge ESOL to assist Cambridge ESOL in taking or resisting any proceedings in relation to any such infringement or claim.

### **3.2. The following principles apply:**

- 3.2.1. The shield of the University of Cambridge must never be reproduced by centres except as part of the Cambridge ESOL logo.
- 3.2.2. The Cambridge ESOL logo must not be altered in any way. In particular, the text must appear exactly as supplied, and must not be retyped.
- 3.2.3. Cambridge ESOL will specify a subtitle which must appear as part of the logo when it is reproduced by the Centre.
- 3.2.4. Written approval must be obtained for every individual use of the logo (e.g. for each publication,

advertisement or web page) on which it appears, except when using the templates provided by Cambridge ESOL.

3.2.5. Preparation centres are only permitted to use the Preparation centre logo and must not use the logo issued to the Authorised Centre.

3.2.6. Centres must ensure that their publications make clear that their authorisation and the Qualifications they offer are provided by Cambridge ESOL, and not by the University of Cambridge as a whole.

### **3.3. Data Protection**

3.3.1. Both the Centre and Cambridge ESOL shall comply with the UK Data Protection Act 1998 ("the Act") in relation to the processing of personal data as defined in the Act ("Personal Data"). Cambridge ESOL will advise the Centre of what this means in practice. In addition the Centre will comply with any local Data Protection legislation.

3.3.2. Both the Centre and Cambridge ESOL shall ensure that all Personal Data stored in relation to this Agreement is held in physically secure locations, and any Personal Data held on computer is password protected.

### **3.4. Confidentiality**

3.4.1. "Confidential Information" means information labelled as such or which is clearly confidential by its nature, relating to materials or services under this Agreement. The Centre agrees not to use Confidential Information for its own purposes or disclose it to anyone else otherwise than as needed for carrying out its obligations under this Agreement. This includes candidates' results. This does not cover information already in the public domain, information the Centre has to disclose by law and information the Centre can prove it had before it was received from Cambridge ESOL in relation to this Agreement.

3.4.2. In addition, the Centre agrees to take all reasonable steps to safeguard any Confidential Information in its possession or control and that it will take all reasonable steps to protect the confidentiality of Confidential Information in the same way as it protects its own confidential information.

### **3.5. Duration and Termination**

3.5.1. This Agreement shall be effective for five (5) years from the date first above written and shall automatically renew for consecutive five (5) year terms unless either party provides notice of termination not less than three (3) months before the end of a given term. Either party shall have the right to terminate the Agreement forthwith in the event that the other party is in material breach or where Cambridge ESOL believes the Centre is likely to commit a material breach of any of its obligations pursuant to the provisions hereof save that in the case of any breach which is capable of being rectified, then such termination will not arise until notice has been served on the defaulting party requiring the alleged breach to be rectified, and the same has failed to rectify it within 30 days of receipt of such notice. Additionally, Cambridge ESOL may serve not less than three months' written notice of termination on the Centre for any reason at any time. This Agreement will automatically terminate 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.

### **3.6. Employment and Remuneration of CEMs**

3.6.1. The formal/contractual employment of the person with the role of Cambridge ESOL CEM by an institution is entirely between the institution and the individual involved.

3.6.2. Appointment as a Cambridge ESOL CEM does not make such person a legal representative or agent of Cambridge ESOL.

### **3.7. Consequences of Termination: upon termination for any reason:**

3.7.1. All outstanding monies due by either party to the other shall become immediately payable.

3.7.2. Both parties shall honour any outstanding obligations due to the other in respect of candidates registered with the Centre at the date of termination.

3.7.3. The Centre shall cease to promote itself as a Cambridge ESOL centre and cease to register any new candidates for Cambridge ESOL Qualifications.

3.7.4. The Centre shall cease to use any of the Intellectual Property Rights of Cambridge ESOL.

3.7.5. Any rights or obligations which may have accrued prior to termination shall cease other than the obligations of Confidentiality which shall continue after termination.

3.7.6. At Cambridge ESOL's discretion, the Centre shall return or securely destroy (and provide confirmation of such destruction) to Cambridge ESOL any Confidential Information (which includes any and all Cambridge ESOL materials, e.g. Cambridge ESOL Centre Authorisation Certificate).

### **3.8. Approval and Additional General Terms**

3.8.1. The approval of Authorised centres and authorisation to offer the Qualifications are at the sole discretion of Cambridge ESOL, and it is a condition of authorisation that applicants accept this condition.

3.8.2. Approval as a Cambridge ESOL centre does not confer exclusive rights to offer the Qualifications in any region. On no account should centres actively promote to schools or candidates from outside of their authorised Region.

3.8.3. The Centre must not use its status as an approved Cambridge ESOL centre to gain unfair competitive advantage, and in particular the centre must not charge preferential fees nor provide other preferential forms of service to students from within the institution approved as the Centre, nor make unfair use of data relating to candidates supplied by preparation centres. The same fee must be applied to internal, external and private candidates alike.

3.8.4. It is a condition of approval of the Centre that there are no initial or terminal gratuities or 'goodwill' payments from Cambridge ESOL or from any other source. It is the responsibility of the Centre not to accept any such payments from a third party.

- 3.8.5. The Centre fully expects to continue to be financially viable for the next five years, is able to issue official receipts to candidates/schools for examination fees and shall comply with all applicable legal and tax requirements in discharging its responsibilities as a Cambridge ESOL centre, including payments to oral examiners and other examination staff. 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.)
- 3.8.6. The Centre must comply with all local laws and regulations and ensure that it is properly registered as a business in the country where it operates.
- 3.8.7. The Centre has no current plans to change ownership or, should ownership change, the Centre shall immediately inform Cambridge ESOL. Cambridge ESOL reserves the right to terminate approval of the Centre under these circumstances.
- 3.8.8. The Centre agrees to pay a fee for initial authorisation as a centre and an annual non-refundable administrative fee as detailed in the Cambridge ESOL fees lists (as amended from time to time) for administrative services and support provided up to and at the time the of fee invoice.
- 3.8.9. This Agreement is personal to the Centre, which may not, without the prior written consent of Cambridge ESOL, be entitled to perform any of its obligations through any other company, sales agent, distributor or entity or to assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.
- 3.8.10. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal and agent relations, or employer and employee relationship between Cambridge ESOL 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 ESOL.
- 3.8.11. Cambridge ESOL shall not be liable to the Centre for any loss or damage, costs or expenses incurred or suffered by the Centre as a result of any breach of the terms of this Agreement, unless the same were in the reasonable contemplation of the parties at the time when they entered into this Agreement.
- 3.8.12. Except in the case of death or personal injury caused by negligence, fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law, the total liability of Cambridge ESOL 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.
- 3.8.13. Each party warrants to the other party that it has full power and authority to enter into this Agreement.
- 3.8.14. 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, any form of industrial action, accident, fire, flood, storm, 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.
- 3.8.15. Subject to the right of Cambridge ESOL to update regularly the Handbook for Centres, Regulations, Centre Registration Booklet, Exam Instruction Booklets, other administration documentation and the Minimum Professional Requirements from time to time, as specified in this Agreement, no variation of this Agreement shall be binding unless it is in writing and signed by authorised representatives of both parties.
- 3.8.16. Except as set out in this Agreement, all terms implied by statute, common law, custom, trade or usage, course of dealings or otherwise are excluded to the fullest extent permitted by law. Cambridge ESOL does not and cannot warrant the performance or results obtained from using the materials and services provided by Cambridge ESOL hereunder; Cambridge ESOL makes no warranties, representations or terms (express or implied) as to any matter including without limitation no infringement of third party rights, merchantability, satisfactory quality or fitness for a particular purpose.
- 3.8.17. This Agreement contains the entire Agreement between the parties with respect to their relationship, rights and obligations and supersedes all previous Agreements and understandings between the parties in respect of the subject matter.
- 3.8.18. The English language version of this document is the original version and is to be referred to in case of dispute as to the meaning of any term. Any translations of it into other languages are for reference only.
- 3.8.19. Cambridge ESOL reserves the right to run a credit check on the Centre, both at centre application stage and at any point during this Agreement.
- 3.8.20. Initial approval and subsequent continued approval are subject to a satisfactory inspection of the Centre per clause 1.4.4 herein.
- 3.8.21. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be constructed as a waiver of any succeeding breach of the same or other provisions nor shall delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 3.8.22. Cambridge ESOL shall conduct and the Centre agrees to be subject to and cooperate with the monitoring of Centre performance on an ongoing basis, including but not limited to centre and venue inspections, Speaking Examiner management, 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 tests and adherence to financial terms.

### **3.9. Governing Law and Jurisdiction**

- 3.9.1. This Agreement shall at all times be read, governed by and construed in accordance with English law and all disputes shall, subject to clause 4, be referred to and be under the non-exclusive jurisdiction of the High Court of Justice in England and Wales.

### **3.10. Rights of Third Parties**

- 3.10.1. A person who is not a party to this Agreement has no rights under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available from that Act.
- 3.10.2. Approval as a Cambridge ESOL centre does not confer the status of legal representative for, or legal agent of, Cambridge ESOL, nor does it give third party rights to those with whom the Centre has entered

into a contractual relationship.

**3.11. Notices**

3.11.1. Any notice under this Agreement shall be in writing (including facsimile transmission) and signed by or on behalf of the party giving it. Any notice served by facsimile or 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 days after posting.

**4. Interpretation**

Having previously reviewed and submitted an Application to become a Cambridge ESOL centre on these terms, the Centre has reviewed the terms of this Agreement carefully, and has had the opportunity to take advice on these terms and to discuss the primary terms regarding territory, centre status and the types of qualifications to be offered and, therefore, interpretation of this Agreement should not be construed in favour or against either party.

**5. Signatures**

This Agreement may be executed in counterparts, any one of which when delivered electronically or in hardcopy shall be deemed an original, but all of which taken together shall constitute one and the same document. The Centre and Cambridge ESOL have caused this Agreement to be executed as of the date first set forth above by a representative duly authorised to enter such Agreement on their behalf.

The Centre is authorised to run the Qualifications specified above and Cambridge ESOL accepts the terms and conditions outlined in this Agreement.

SIGNED by:



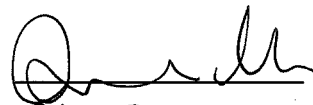
Name in Capitals: Dr MICHAEL MILANOVIC

Position: Cambridge ESOL Chief Executive

Date: 1 June 2012

The Centre has reviewed and accepts the Centre's approval details and the terms and conditions set forth in this Agreement.

SIGNED by:



Name in Capitals:

PAULETTE MILEGO

Position:

DD PROGRAMME MANAGER

Date:

12 OCTOBER 2012