

Cambridge International School (UK) Registration application form

School details

School name:

We cannot register schools with the word 'Cambridge' in their name unless it relates to the school's location.*

Principal / Head teacher:

Name of person making application (if different):

Main school details

Address:

Town/City:

Postcode:

Country:

Tel:

Fax:

Email**:

Website:

* For more information on our regulations for using the Cambridge International Identity, see Section P of the Cambridge Handbook.

** Please give a domain name specific to your school rather than a public email address.

Exams officer:

Tel:

Fax:

Email**:

National Centre Number:

Date of last inspection

(e.g. Ofsted):

Year established:

State – Maintained

State – Academy

Independent

Other

(give details below)

Registered company name:

Registered company number:

Would you accept private candidates (i.e. those not registered at your school)?

Yes

No

Do you give permission for us to pass your contact details to an interested party in this respect?

Yes

No

Cambridge International qualifications and syllabuses

Please list the qualifications and syllabuses you wish to offer and estimated numbers of students to be entered for exams in the first three series or years. You can find our syllabuses for Cambridge IGCSE, Cambridge International AS & A Level, Cambridge O Level and Cambridge Professional Development Qualifications [here](#). Please note, some syllabuses may not be available for every series.

Qualification (e.g. Cambridge IGCSE English as a Second Language)	Syllabus code (e.g. 0510)	Expected first year and series of exam (e.g. June 20XX)	Estimated number of students to be entered for exam			Subject teacher / Email* (for syllabus-related communications)
			Year 1	Year 2	Year 3	

*Please give a domain name specific to your school rather than a public email address.

Certificate details

Name of school (as you would wish it to appear on certificates, including any punctuation and spaces. Maximum of 54 characters including any punctuation).

More information

If you would like to add any more information to this application, such as plans to increase your student numbers or add facilities, please give details below:

Support sites

Direct – the exams officer will be responsible for administering this secure site to submit entries, view results and exchange information with us. Find out more about Direct [here](#).

We will email the password for Direct to the exams officer named on page 1.

School Support coordinator – responsible for administering the School Support Hub on behalf of the school. Here you will find a wide range of resources including schemes of work, past papers, mark schemes, examiner reports and discussion forums. Find out more about the site [here](#).

Please nominate a member of staff at your school who will take on this role (if different from above).

Name:

Email*:

We will email the password for the School Support Hub directly to the School Support coordinator.

Data protection

The information given in this form will be treated as confidential in relation to this specific application for registration. We may use the information to produce summary information about Cambridge International Schools, but individual institutions or persons will not be identified. We will not pass the information given in this form to any other person or institution other than Cambridge International employees and agents.

*Please provide a domain name specific to your school rather than a public email address.

Declaration

I confirm that I am authorised to make a formal application for Cambridge International School registration on behalf of the applicant organisation. I agree that if the application is successful the applicant organisation will be bound by the Cambridge International School (UK) Terms of Registration, which I have read and agree to.

Your title (Mr, Mrs, etc.) and name:

Position or job title:

Signature:

Date:

<input type="text"/>	<input type="text"/>	<input type="text"/>
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What happens next

Once you have completed your application, please return a signed copy by email to centreregistration@cambridgeinternational.org

For more information about the products and services we offer or to contact our Customer Services team, please refer [here](#).

Cambridge Standard Terms of School Registration

1 Length of Agreement

1.1 This agreement between the School and Cambridge (this “Agreement”) will come into effect on the Commencement Date.

1.2 This Agreement will continue until and including the first 30th of September after the Commencement Date (the “Initial Term”) whereupon, subject to Clause 1.4, and payment of any relevant fees, it shall continue thereafter for a further period of twelve (12) months from the 1st of October in that and each subsequent year, unless terminated earlier in accordance with Clause 12. Each subsequent year following the Initial Term shall constitute a separate term (the “Extended Term”) and separate agreement.

1.3 Cambridge may, at its sole discretion, issue new Cambridge Standard Terms of School Registration at the commencement of each Extended Term, which shall become the governing terms of this Agreement. The School shall be entitled to reject the new Agreement by written notice to Cambridge within thirty (30) days of the commencement of that Extended Term, and this Agreement shall terminate immediately upon receipt of such notice. Should Cambridge not receive any such written notice within thirty (30) days of the commencement of that Extended Term, the new amendments shall be deemed accepted.

1.4 For the avoidance of doubt, if the School fails to meet the registration quality standards for a School, as may be defined by Cambridge from time to time, Cambridge may at its discretion choose either not to renew at the inception of each renewal or to terminate earlier in accordance with Clause 12.

1.5 This Agreement and the documents referred to in this Clause 1.5 contain the entire agreement between the School and Cambridge and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, and that the provisions of the following documents, as may be amended from time to time without notice by Cambridge, are hereby fully incorporated into and form part of this Agreement:

1.5.1 the Letter of Approval;

1.5.2 the Handbook;

1.5.3 the relevant Fees List; and,

1.5.4 such other regulations, policies, notices and emails as issued by Cambridge from time to time.

1.6 If for any reason Cambridge has not issued the School with any of the documents listed in Clause 1.5, the School must contact Cambridge immediately for a replacement.

1.7 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

1.8 These standard terms will be interpreted in accordance with Clause 18.

2 Obligations of the School

2.1 The School confirms it has received, read and understood the materials listed in Clause 1.5 prior to this Agreement being formed.

2.2 The School will:

2.2.1 carry out its obligations as set out in this Agreement, including all documents referred to in Clause 1.5, and in particular will carry out the duties of a Centre as set out in the Handbook;

2.2.2 hold and administer the Syllabuses and Assessments at the School’s Premises in accordance with this Agreement and in particular, the Handbook;

2.2.3 only teach Learners enrolled at the School. For the avoidance of doubt, the School shall not be entitled to teach or provide the programmes set out in the Letter of Approval, Syllabuses, Qualifications or Assessments to Learners who are not enrolled at the School;

2.2.4 ensure that Learners are provided with access to Assessments, including but not limited to examination venues, for the purposes of Learners taking Assessments. For the avoidance of doubt, it is the responsibility of the School to ensure that each of its Learners can attend examination venues in person for the purposes of taking Assessments. The School shall ensure that venues for

Assessments provided in accordance with this clause 2.2.4 are within a reasonable proximity of the School's Premises and Learners;

2.2.5 obey Cambridge's reasonable instruction in particular in relation to security arrangements relating to Assessments and the administration of Assessments generally;

2.2.6 not engage in any conduct which, in the opinion of Cambridge is or could be prejudicial to the business or marketing of Cambridge's products and services;

2.2.7 obtain and keep in place the relevant licences and permissions necessary in the country and region in which the School is located in order to perform its obligations under this Agreement; and,

2.2.8 comply with all laws, statutes, and regulations of a governmental nature applicable in the country and region in which the School is located relating to the operation of the School and the administration of the Assessments; and

2.2.9 comply with all policies as issued by Cambridge from time to time, including without limitation any policies on data protection, child protection, health and safety and fire safety.

2.3 The School is not entitled to offer the Syllabuses or the Assessments to any third party directly or through any sales agent, school, sub-licensee or third party.

2.4 In the event of a breach of Clause 2.3, Cambridge will have, without prejudice to any other right or remedy available to it in law or in equity, the right to treat this as a material breach incapable of remedy for the purposes of Clause 12.2.

2.5 The School will provide Cambridge with a full list of all the School's Premises within fourteen (14) days of the Commencement Date and will not be entitled to offer the Syllabuses or the Assessments at any other location without Cambridge's prior written permission.

2.6 The School acknowledges that Cambridge shall list the School and the approved School's Premises as a Cambridge International School on Cambridge's external website, to enable prospective parents to view all approved Cambridge Schools.

2.7 The School will supply Cambridge and its Representatives with such information and support as may be reasonably required by Cambridge, and without cost to Cambridge, and allow Cambridge and its Representatives to audit and inspect extracts of the records and files of the School in such manner as

Cambridge sees fit for the purpose of ensuring the School is complying with its obligations under this Agreement.

2.8 The School will permit Cambridge and its Representatives to enter and conduct inspections in accordance with the Handbook.

2.9 In the event that the School withdraws from its role in delivering an Assessment, the School shall take all reasonable steps to protect the interests of Learners.

3 Rights and Obligations of Cambridge

3.1 Cambridge will provide the Services for the duration of this Agreement in accordance with the terms of this Agreement.

3.2 Cambridge may list details of the School (including the School's full name and the physical address at all of the School's Premises) on Cambridge's external website. The list shall contain details of all Cambridge International Schools registered with Cambridge from time to time.

3.3 Cambridge will be entitled at its absolute discretion, and without liability to the School, to alter the form, style, content or substance of the Syllabuses, Assessments, Qualifications and Certificates.

3.4 Cambridge will be entitled at its sole discretion and at any time to alter any of the documents set out in Clause 1.5.

3.5 Cambridge shall benefit from the rights set out in this Agreement, and in particular those rights set out in the Handbook.

4 Payment

4.1 The School will pay the Fees to Cambridge in accordance with this Clause 4.

4.2 The School shall pay:

4.2.1 any registration programme fee as specified in the Letter of Approval, on a non-refundable basis;

4.2.2 an annual programme renewal fee as specified in the Fees List, on a non-refundable basis;

4.2.3 any additional services purchased through any password-protected Cambridge website; and

4.2.4 any fees in respect of any invoices that Cambridge issues to the School from time to time, in accordance with the terms of the invoice.

4.3 The School agrees to pay all invoices from Cambridge by the due date identified on the invoice unless no such date is stated on the invoice, in which case, the School shall pay the invoice within twenty eight (28) days of the invoice date.

4.4 The Fees List may be published by Cambridge on Direct, emailed to the School or provided in hard copy. In all cases, this will be deemed sufficient notice to the School of the Fees contained in the Fees List.

4.5 If the School fails to pay any sum due by the due date then Cambridge will be entitled, without prejudice to any other right or remedy it may have, to:

4.5.1 cancel or suspend the delivery of the Services, provided Cambridge will have given fourteen (14) days' written notice thereof; and,

4.5.2 charge the School interest at a rate of eight per cent (8%) above the Bank of England's base rate per annum from time to time, payable daily from the date payment was due until payment is made; or

4.5.3 terminate this Agreement.

4.6 The School will make all payments, by electronic or telegraphic transfer to such bank account as may be notified by Cambridge to the School from time to time.

4.7 The parties agree that the School will bear all costs that are due or payable to any national, provincial or municipal authority in relation to this Agreement.

4.8 Each payment payable to Cambridge hereunder will be paid by the School without any right of set-off or deduction for any Taxes.

4.9 In the event that the School is obliged to withhold any part of the sums due to Cambridge, including but not exclusively for tax, the amount of the payment due to Cambridge will be increased such that the sum received by Cambridge will be that which it would have received had there been no such withholding.

4.10 Notwithstanding Clauses 4.8 and 4.9, the School will:

4.10.1 remit to the appropriate tax authorities, in a timely manner, all Taxes required to be withheld from payment to Cambridge; and,

4.10.2 provide Cambridge with an official receipt issued by such authorities for payment of such Taxes within twenty eight (28) days of such payment.

4.11 For the avoidance of doubt, any delay (regardless of how long) by Cambridge in issuing any invoice to the School will not limit or extinguish Cambridge's right against the School to recover any unpaid Fees or other charges due to Cambridge.

5 Data Protection

5.1 The parties agree to be bound by the Data Sharing Addendum in the Appendix.

5.2 Cambridge is entitled to terminate this Agreement on notice in writing with immediate effect if the School breaches any provision in this Clause 5 or the Data Sharing Addendum.

5.3 The provisions of this Clause 5 and the Data Sharing Addendum shall survive termination or expiry of this Agreement.

6 Marketing of the Syllabuses and Assessments

6.1 The School may promote and market the Syllabuses and the Assessments in the country in which the School is located according to the terms set out in the Handbook as amended from time to time or in such manner as Cambridge may reasonably agree.

6.2 In connection with the promotion and marketing of the Syllabuses and the Assessments, the School will:

6.2.1 make clear, in all its dealings, and in particular with parents, Learners and prospective Learners, its relationship with Cambridge, including that the School is not acting as an agent for Cambridge;

6.2.2 provide Cambridge with copies of updates to any promotional materials containing reference to Cambridge or the Assessments (with accompanying English translation where the materials are created in any other language) prior to use;

6.2.3 limit any promotional material containing reference to Cambridge or the Assessments to those Qualifications specified and authorised by Cambridge for the School to offer; and

6.2.4 ensure that all such promotion and marketing complies with this Clause 6.

7 Publicity and Branding

7.1 The School and its Staff shall not, other than in accordance with the Handbook or otherwise without the prior written consent of Cambridge, use Cambridge's name or brand in any promotion or marketing or announcement or the endorsement of the Services.

7.2 In the event of a breach of this Clause 7, Cambridge will have, without prejudice to any other right or remedy available to it in law or in equity, the right to treat this as a material breach incapable of remedy for the purposes of Clause 12.2.1

8 Intellectual Property

8.1 The School acknowledges and agrees that all Intellectual Property Rights in the Syllabuses, Assessments, Certificates, Courses, Qualifications, Materials and any other data or other documents or information produced or owned by Cambridge are and will remain vested in Cambridge.

8.2 The School may not reproduce the Assessments, Syllabuses or Materials except as specifically authorised by Cambridge.

8.3 The School acknowledges and agrees that the licence to use Cambridge Intellectual Property Rights as set out in the Handbook is limited to the programmes and Qualifications specified in the Letter of Approval and for no other purpose.

8.4 The School acknowledges and agrees that the word “Cambridge” in the context of education is synonymous and associated with Cambridge International Education and its parent undertaking, namely Cambridge University Press & Assessment and the University of Cambridge, and that by entering into this Agreement, the School expressly and specifically assigns any interest it has or may have in the word or use of “Cambridge” to Cambridge.

8.5 The School will not use Cambridge’s Intellectual Property Rights or the Cambridge Marks generally, other than as expressly provided in the Handbook.

8.6 In the event that the School fails to comply with this Clause 8, Cambridge may terminate this Agreement by notice in writing with immediate effect and may at its option, seek injunctive relief or damages.

9 Confidentiality

9.1 All Confidential Information will remain the property of Cambridge. The School shall return all Confidential Information to Cambridge at expiration or termination of this Agreement, together with all copies and translations thereof.

9.2 The School will not during the duration of this Agreement nor thereafter disclose or use any Confidential Information save to the extent as may be reasonably necessary for the fulfilment of its duties and obligations under this Agreement or as may be required by law.

9.3 The School will not, either from the date of this Agreement and any time thereafter, divulge or communicate or permit to be disclosed or communicated to

any unauthorised person, company, business entity, the media/social media or any other organisation or person, any aspect of any complaint, investigation or corrective action involving or taken by Cambridge or any other Confidential Information.

10 Freedom of Information

10.1 The School hereby acknowledges that Cambridge is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 1992 (“EIR”) or any other applicable legislation or codes governing access to information (together, “Information Legislation”) and the School agrees to assist and co-operate with Cambridge (at the School’s own expense) to enable Cambridge to comply with these information disclosure requirements. In the event that the School receives an information disclosure request regarding Cambridge or any information the School holds arising out of or in connection with this Agreement, the School shall promptly notify Cambridge with details of the request and shall take Cambridge’s representations into consideration while deciding the response to that particular request. Any disclosure made by either party pursuant to such party’s obligations under the provisions of Information Legislation, shall not constitute a breach of this Agreement. Cambridge shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure (pursuant to the obligations of Information Legislation) of any information relating to this Agreement or the School. The provisions of this clause 10 shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

10.2 Notwithstanding the generality of Clause 10.1, the School shall provide Cambridge within 5 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 to comply with its obligations under the FOIA.

11 Indemnity and Liability

11.1 The School shall indemnify and keep indemnified Cambridge from and against all claims, demands, actions and proceedings made or brought against Cambridge 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 as a direct or indirect result of any act or omission of, negligence of or breach of this Agreement by the School or its or their Representatives.

11.2 The School shall be solely responsible for ensuring it fully complies with any and all requirements of any applicable national, regional or municipal regulation, legislation and procedure regarding all matters concerning this Agreement and Cambridge shall in no way be held liable for breaches by the School of any such requirements and, in any case, the School agrees irrevocably and unconditionally to indemnify Cambridge in full and on demand and keep Cambridge so indemnified in respect of all consequences of the School's non-compliance with any such requirements. For the avoidance of doubt, this Clause 11.2 shall extend, but shall not be limited, to any Materials or other deliverables to be delivered by Cambridge under this Agreement.

11.3 Should the School fail to comply with the requirements of Clause 11.2 Cambridge has the right to immediately terminate this Agreement.

11.4 Cambridge shall not be liable to the School for:

11.4.1 any direct and unforeseen:

11.4.2 loss of profit;

11.4.3 loss of data;

11.4.4 loss or reduction of anticipated savings;

11.4.5 loss of or damage to goodwill;

11.4.6 loss of or damage to reputation; or

11.4.7 loss or restriction of opportunity; or

11.4.8 any consequential or indirect loss or damage, costs or expenses whatsoever, howsoever arising out of or in connection with this Agreement, which is suffered or incurred by the School as a result of any breach by Cambridge of the terms of this Agreement.

11.5 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.

11.6 The total liability of Cambridge to the School 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.

11.7 The payments due under this Agreement have been negotiated and agreed on the basis that Cambridge may limit its liability to the School as set out in this

Agreement and the School confirms that it shall itself bear or insure against any loss for which Cambridge has limited its liability under this Agreement.

11.8 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 under this Agreement are excluded to the fullest extent permitted by law.

12 Termination

12.1 Either party is entitled to terminate this Agreement immediately by written notice to the other if:

12.1.1 an event occurs that is expressed to be a terminable event under this Agreement, including but not limited to a Force Majeure event;

12.1.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;

12.1.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

12.1.4 the other party goes into liquidation (except for the purposes of an amalgamation or reconstruction and in such manner that the institution resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other party under this Agreement);

12.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to either of the parties; or,

12.1.6 the other party ceases, or threatens to cease, to carry on business.

12.2 Cambridge will be entitled to terminate this Agreement immediately by written notice to the School if:

12.2.1 the School commits a material breach of this Agreement, which Cambridge in its reasonable opinion deems incapable of remedy, or in the case of a breach capable of remedy, the School fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

12.2.2 the School is subject to any governmental authority intervention or permission that is subsequently withdrawn or revoked during the duration of this Agreement;

12.2.3 the School or its Staff in any way bring into disrepute, or act in any way that Cambridge reasonably feels might bring into disrepute, the name, reputation and interests of Cambridge, its employees, directors, officers, other people associated with Cambridge, or its products or services;

12.2.4 the School fails to administer the Assessments or examinations in accordance with Cambridge's regulations or suffers a serious security breach compromising the integrity of Cambridge's examinations, or otherwise fails to act in accordance with the Handbook;

12.2.5 the School fails to pay any bill from Cambridge within twenty eight (28) days of the invoice date;

12.2.6 the School at any time challenges the validity of the Intellectual Property Rights of Cambridge or the University of Cambridge; or,

12.2.7 at any time there is a material change in the membership of the School which in the reasonable view of Cambridge materially affects the ability of the School to perform its obligations under this Agreement or where the change in membership is as a result of a competitor of Cambridge obtaining an interest in the School.

12.3 Either party may terminate this Agreement at any time by giving six (6) months' notice in writing.

12.4 Any waiver by either party of breach of any provision of this Agreement will not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

12.5 The rights to terminate this Agreement given by this Clause 12 will be without prejudice to any right or remedy of either party in respect of the breach concerned (if any) or any other breach.

13 Consequences of Termination

13.1 Upon termination of this Agreement for any reason:

13.1.1 outstanding monies due by one of the parties to the other will become immediately payable by the other;

13.1.2 each party will honour any outstanding services due to the other at the date of termination;

13.1.3 any Clauses which expressly or by implication have effect after termination will continue in full force and effect, including Clauses 2.2.3, 6, 7, 8, 9, 10, 11 and 13;

13.1.4 all licences granted hereunder will terminate and the School shall immediately remove all reference to Cambridge or Cambridge Marks from its literature and cease to refer to itself as a Cambridge International School;

13.1.5 the School shall return all property and equipment belonging to Cambridge, including but not limited to any plaques and certificates of registration and all Confidential Information; and,

13.1.6 subject as otherwise provided herein and to any rights or obligations which may have accrued prior to termination, neither party will have any further obligation to the other under this Agreement.

13.2 The School will not make any attempt to register Entries after either party has given written notice of termination of this Agreement, including for the avoidance of doubt, notice of termination under Clause 12.3.

14 Changes to this Agreement

14.1 Cambridge reserves the right to alter the Handbook and any of its other documentation, with any changes taking immediate effect unless otherwise stated. Cambridge will use reasonable endeavours to communicate any such changes to the School but for the avoidance of doubt, any delay or failure to do so will not delay or invalidate the coming into effect of such changes.

15 General

15.1 Neither party shall at any time during the term of this Agreement and for a period of twelve (12) months following expiry or termination solicit or entice away from the other party, or employ or attempt to employ any person 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.

15.2 The School shall:

15.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

15.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

15.2.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

15.2.4 promptly report to Cambridge any request or demand for any undue financial or other advantage of any kind received by the School in connection with the performance of this Agreement, and breach of this Clause 15.2 shall be deemed a material breach incapable of remedy under Clause 12.2.1.

15.3 The School shall:

15.3.1 comply with the anti-slavery policy of the University of Cambridge as set out at <http://www.registraryoffice.admin.cam.ac.uk/governance-and-strategy/anti-slavery-and-anti-trafficking> and as amended from time to time;

15.3.2 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;

15.3.3 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 these Clauses 15.3–15.5; and

15.3.4 promptly report to Cambridge any suspected or known slavery or human trafficking in connection with the performance of this Agreement, any breach or potential breach of these Clauses 15.3–15.5 or any breach or potential breach of Cambridge's anti-slavery policy.

15.4 The School represents that:

15.4.1 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;

15.4.2 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

15.4.3 it has and shall maintain in place throughout the term of this Agreement its own policies, training and procedures, to ensure compliance with these Clauses 15.3–15.5.

15.5 The School 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.

15.6 The School will not be entitled to perform any of its obligations through any other company 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.

15.7 The School will ensure that it does not hold itself out in any way as acting as an agent or representative of Cambridge, including in any agreements or communications with third parties.

15.8 If either party is affected by Force Majeure it will notify the other party immediately of the nature and extent of the Force Majeure and neither party will be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure notified by the other party, and the time for performance of those obligations will be extended accordingly. Should the Force Majeure event continue in excess of thirty (30) consecutive or cumulative days, either party may terminate with immediate effect.

15.9 This Agreement supersedes all previous agreements and understandings between the parties with respect to its subject and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

15.10 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.

15.11 Nothing contained in this Agreement will be construed to imply a partnership, or employer and employee or principal and agent relationship between the parties and neither party will have any right, power or authority to create any obligations, express or implied on behalf of the other.

15.12 No person who is not party to this Agreement will have any right under the 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 apart from that Act.

15.13 Each party warrants to the other party that it has full power and authority to enter into this Agreement.

15.14 A party's 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 other breach or default and will 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 will not prevent a party from subsequently requiring compliance with the waived obligation.

15.15 If any provision of this Agreement will be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will 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 will remain in full force and effect.

16 Law and Jurisdiction

16.1 This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law and all disputes will be referred to and be under the exclusive jurisdiction of the courts in England and Wales.

17 Notices

17.1 Any notices to be given or served under this Agreement will be in writing and deemed adequately served on Cambridge if delivered to:

The Chief Executive,
Cambridge International Education,
Shaftesbury Road,
Cambridge,
CB2 8EA
United Kingdom

and on the School if delivered to the person who signs the Letter of Approval or any replacement advised to Cambridge in accordance with Clause 17.2.

17.2 The School will notify Cambridge within fourteen (14) days of any replacement of the person who signed the Letter of Approval by the School or any subsequent replacements.

17.3 Any notice will be deemed to have been received seven (7) days from the date of provision to the courier.

18 Definitions

18.1 In these standard terms the following words and phrases will have the meanings given below:

“£”	means UK pounds Sterling;
“Assessments”	means the method used to evaluate a learner's performance in relation to a Qualification;
“Business Day”	means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
“Cambridge”	means the Chancellor, Masters and Scholars of the University of Cambridge, acting through Cambridge University Press & Assessment and its division, Cambridge International Education, together with any other of its divisions, departments and syndicates as it may act through or nominate from time to time;
“Cambridge Marks”	means any trade mark, registered mark or design or any other identifier that is identified with Cambridge, University of Cambridge, Cambridge University Press & Assessment, Cambridge University Press, University of Cambridge Local Examinations Syndicate, “Cambridge International”, “CAIE”, “Cambridge Assessment International Education”, “Cambridge International Education”, “CIE”, “Cambridge International Examinations”, “Cambridge University Press and Assessment”, “University of Cambridge Local Examinations Syndicate”, “UCLES”, the “University of Cambridge”, “Cambridge University Press and Assessment”, and “Cambridge”;

“Centre”	will be read as meaning the same as “School” when reading any documents that are produced by Cambridge, including those that form part of this Agreement;	“Force Majeure”	means, in relation to either party, any circumstance beyond the reasonable control of that party including (insofar as beyond such control but without prejudice to the generality of the foregoing expression), without limitation any strike, lock-out or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or Act of God;
“Certificate”	means the document produced by Cambridge recording the achievement by a Learner of having successfully completed the respective Assessments for a Qualification;		
“Commencement Date”	means the date that Cambridge receives cleared funds in its bank account for the payment of the registration programme fee from the School;	“Handbook”	means the Cambridge publication entitled “Cambridge Handbook”, which sets out the rules for administering Cambridge Qualifications and Assessments and the obligations between Cambridge and schools, as amended by Cambridge from time to time;
“Confidential Information”	means any information which has been designated as confidential by Cambridge or that ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, contractors and suppliers of Cambridge and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;	“Intellectual Property Rights”	means all intellectual property rights throughout the world for the full term of the rights concerned, including, in the case of Cambridge, the Cambridge Marks, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents, rights in inventions, knowhow and technical information, design rights, design patents, registered designs, trade marks (including business and brand names, domain names, devices and logos) and the right to apply for any of the foregoing anywhere in the world;
“Entry”	means a Learner submitted for a Qualification; “Extended Term” means each separate period following the Initial Term that runs from 1 October to 30 September each year and for the entirety of the year unless terminated earlier in accordance with these terms;	“Learner”	means a candidate for a qualification entered through a School;
“Fees”	means sums payable by the School to Cambridge for the provision of the Services and that will be described in the Fees List;	“Letter of Approval”	means the letter identified on its face as such which is sent by Cambridge to the School confirming that the School’s registration application has been successful;
“Fees List”	means the list of Fees applicable to the School as provided by Cambridge and amended from time to time;	“Materials”	means any administrative materials produced by Cambridge in printed or electronic form, relating to the Syllabuses, Modules or Assessments;

“Module”	means a component part of a Qualification; “Qualification” means a qualification offered by Cambridge to the School so that the School may offer them to Learners at the School;
“Representative”	means any agent, officer, employee (whether full- or part-time, permanent, temporary or casual), professional advisor or subcontractor; “School” refers to the school that has signed the Letter of Approval and will be read as meaning the same as Centre when reading any documents produced by Cambridge that refer to a Centre;
“School’s Premises”	means premises available to the School, and which are used for the purposes of examination administration;
“Series”	means a group of examinations in the same range with the same closing date for entries;
“Services”	means those services provided by Cambridge to Schools as described in the Cambridge Handbook and made available to the School; on a Cambridge password-protected website;
“Staff”	means all employees, officers, agents, advisors or contractors of the School;
“Syllabuses”	means the curriculum content prepared by Cambridge which comprise the Qualifications;
“Taxes”	means withholding or other taxes, duties or other amounts.

18.2 The interpretation and construction of this Agreement will be subject to the following provisions:

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

18.2.2 as far as is possible, any Schedule or Appendix to this Agreement will be interpreted consistently with the main body of this Agreement. If there is a conflict between them, the main body of this Agreement will take precedence over any Schedule or Appendix;

18.2.3 the headings to Clauses are for ease of reference only and will not affect the interpretation or construction of the Clauses;

18.2.4 reference to “days” means ordinary calendar days unless otherwise specified; and,

18.2.5 where the context allows, references to the singular include the plural and vice versa.

18.3 The use of the word ‘including’, the phrase ‘in particular’, and similar expressions only illustrate specific examples and are not intended to limit in any way whatsoever the interpretation or construction of this Agreement or any other words in this Agreement.

19 Language

19.1 This Agreement is made only in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

19.2 Any notice, instrument, certificate or other communication given under or in connection with this Agreement will 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 version shall prevail.

Appendix

Data Sharing Addendum (Data Controller to Data Controller)

1. DEFINITIONS AND INTERPRETATION

1.1 The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in this Agreement.

1.2 In this Addendum, the following words have the following meanings:

Agreed Purposes: the purpose of the Data Sharing is to allow Cambridge to provide the Services and the parties to fulfil their obligations in accordance with this Agreement;

Criminal Offence Data: means personal data relating to criminal convictions and offences or related security measures to be read in accordance with section 11(2) of the DPA 2018;

Data Discloser: the party transferring the Personal Data to the Data Receiver;

Data Receiver: the party receiving the Personal Data from the Data Discloser;

Data Subject Request: means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Legislation;

Data Protection Legislation: all data protection and privacy legislation in force from time to time as applicable to the parties in relation to the Data Sharing under this Agreement, including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); the GDPR as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"); the Data Protection Act 2018 ("DPA 2018"); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; and any other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Data Sharing: the transfer of the Shared Personal Data;

SCCs: the standard contractual clauses in the Annex to the Commission Decision of 27 December 2004 amending Decision 2001/497/EC as regards the introduction of an alternative set of standard contractual clauses for the transfer of personal

data to third countries (2004/915/EC); Shared Data Breach: any security breach or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to Shared Personal Data;

Shared Personal Data: any personal data shared between the parties in connection with this Agreement;

Supervisory Authority: the relevant data protection supervisory authority according to the Data Protection Legislation as it applies to the parties and/or the Shared Personal Data;

UK Adequacy Decision: a decision in which the relevant authority in the UK decides that a third country, a territory or one or more specified sectors within that third country, or the international organisation in question ensures an adequate level of protection; and

UK SCCs: the SCCs as modified to be used in the context of Data Protection Legislation as it applies in the United Kingdom, which can be accessed via hyperlink as provided in Schedule 2.

1.3 Where used in this Addendum, the terms Data Controller ('controller' as referred to in the GDPR), Data Processor ('processor' as referred to in the GDPR), Data Subject, Personal Data and processing and Special Category Data all have the meanings given to those terms in the GDPR.

1.4 In this Addendum unless the context otherwise requires:

1.4.1 Clause and Schedule headings are included for convenience only and will not affect the construction or interpretation of this Addendum;

1.4.2 references to Clauses and Schedules are references to the relevant Clauses and Schedules of this Addendum;

1.4.3 a reference to writing includes email;

1.4.4 any words following the terms "including", "include", "in particular" or "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words;

1.4.5 all references to the parties include their permitted successors and assigns; and

1.4.6 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 Addendum) and including all subordinate legislation made under it from time to time.

2. STATUS OF THIS ADDENDUM

2.1 This Addendum shall commence on the Commencement Date and shall automatically expire on the deletion and/or return to the Data Discloser of the Shared Personal Data in accordance with Clause 8.

2.2 In relation to the Shared Personal Data, each of the parties agrees that it is a separate Data Controller.

2.3 This Addendum is intended to be legally binding. If the terms of this Addendum (including its Schedules) enter in contradiction with each other or with this Agreement, the following order of prevalence shall apply:

2.3.1 Schedules 1 and 2;

2.3.2 the main body of this Addendum;

2.3.3 the main body of this Agreement.

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 Addendum, shall continue in full force and effect notwithstanding this Addendum.

3. PURPOSE

3.1 During the term of this Addendum, the parties shall share with each other certain categories of Personal Data as detailed in Schedule 1.

3.2 The Data Sharing is necessary to support the Agreed Purposes of both parties.

3.3 The parties shall only use the Shared Personal Data for lawful purposes in connection with the Agreed Purpose and not process the Shared Personal Data in a way that is incompatible with the Agreed Purpose or the Data Protection Legislation.

4. DATA PROTECTION COMPLIANCE

4.1 Each party shall comply with all the obligations imposed 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 Addendum.

4.2 Each party shall:

(a) process the Shared Personal Data fairly and lawfully, each of them as a Data Controller;

(b) for each Agreed Purpose, ensure that it processes the Shared Personal Data on the basis of legitimate legal grounds under Data Protection Legislation;

(c) inform Data Subjects of the purposes for which it will process Personal Data and provide all information that it must provide in accordance with its own applicable Data Protection Legislation to ensure that Data Subjects understand how their Personal Data will be processed by that party;

(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 Shared Personal Data otherwise than in compliance with the Data Protection Legislation.

5. INTERNATIONAL TRANSFERS

5.1 In the event that (i) the Data Discloser and its Data Sharing to the Data Receiver are subject to the Data Protection Legislation as applicable in the United Kingdom and (ii) the Data Receiver is not in the United Kingdom nor covered by a UK Adequacy Decision, the parties agree to be bound by the UK SCCs as can be accessed via hyperlink provided in Schedule 2.

5.2 If, in accordance with this paragraph 5 of this Addendum, the parties are bound by the UK SCCs and these are amended, replaced or no longer valid, Cambridge may unilaterally amend this Agreement to include a suitable transfer mechanism.

6. COOPERATION BETWEEN THE PARTIES

6.1 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) ensure that any notices given to Data Subjects in relation to the Shared Personal Data is provided in a manner and according to timing that is compliant with Data Protection Legislation;

(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 Data Subject Request from any Data Subject regarding the Shared Personal Data;

(d) deal at its discretion with all Data Subject Requests and complaints that it receives directly from a Data Subject or the person making the complaint. For the avoidance of doubt, a Data Subject 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) provide reasonable and prompt assistance to the other party as is necessary to enable it to comply with a Data Subject Request and/or to respond to any other queries or complaints received from Data Subjects or supervisory authorities or regulators and, in each case related to the Shared Personal Data;

(g) provide the other party with such information as the other party reasonably requires for maintaining the records it is required to maintain by the Data Protection Legislation; and

(h) 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 Shared Data Breach.

7. DATA BREACHES

7.1 The parties shall each comply with its obligation to report a Shared Data Breach to the appropriate Supervisory Authority and (where applicable) Data Subjects and shall each inform the other party of any Shared Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s).

7.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Shared Data Breach in an expeditious and compliant manner.

8. DELETION OR RETURN OF SHARED DATA

8.1 Neither party shall retain or process the Shared Personal Data for longer than is necessary in connection with carrying out the Agreed Purpose or, if longer, that

party shall adhere to its binding requirements under Data Protection Legislation or its applicable law.

8.2 The Data Receiver shall without undue delay, and at the Data Discloser's reasonable written request, either permanently and securely delete or securely provide all of the Shared Personal Data to the Data Discloser once processing by the Data Receiver of the Shared Personal Data is no longer required for the Agreed Purpose. This requirement shall not apply to the extent retention and storage of any data is required by either party for their own record keeping purposes or by applicable law.

SCHEDULE 1

Agreed Purposes

As defined in paragraph 1 of this Appendix.

Types categories of Personal Data to be shared between the parties

Including but not limited to:

- contact name, address and contact details, National ID, unique identifiers
- candidate name, date of birth, centre number, candidate number, examination marks or grades, gender
- if the candidate's first language is English
- whether the candidate is being entered as a School candidate or as a private candidate.

Special categories of Personal Data to be shared between the parties

Including but not limited to:

- health-related data
- racial or ethnic origin.

Criminal Offence Data to be shared between the parties

None.

Categories of Data Subjects

Including but not limited to:

Candidates, teachers, School contacts and Cambridge contacts.

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Additional useful information (storage limits and other relevant information)

Data protection registration information of the parties

Cambridge: Registered with the UK ICO under registration number Z6641083.

Contact points for data protection enquiries

Cambridge:

Privacy Team
Cambridge International Education
Shaftesbury Road, Cambridge, CB2 8EA, United Kingdom

privacy@cambridge.org

School:

The details of the contact point shall be provided by the School to Cambridge in writing within two (2) Business Days of the date of this Agreement.

SCHEDULE 2

UK SCCs

www.cambridgeinternational.org/images/model-clauses-uk.pdf

Returning this form

Return this form to info@cambridgeinternational.org. Include your centre number and '[Phase]: Form [X] [form name]' in the email subject line. Save a copy of the form for your own records.

This is an interactive PDF. To complete it on screen we recommend you use Adobe Reader 9 or later or Adobe Acrobat. If you use a lower version of Adobe Reader your data will not be saved. You can download Adobe Reader for free at <http://www.adobe.com/products/reader.html>

We are committed to making our documents accessible in accordance with the WCAG 2.1 Standard. We are always looking to improve the accessibility of our documents. If you find any problems or think we are not meeting accessibility requirements, contact us at info@cambridgeinternational.org with the subject heading: Digital accessibility. If you need this document in a different format, contact us and supply your name, email address and requirements and we will respond within 15 working days.