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Becoming a Cambridge Early Years Centre: Letter of Approval

Thuy Nguyen Thi Minh

Head of Centre
Ladybird Early Learning Centre
Villa B8, Alley 20, Tran Kim Xuyen Street
Yen Hoa
Hanoi, 100000
Viet Nam

6 March 2024

Dear Thuy Nguyen Thi Minh

Centre Number - VN575

Centre Name - Ladybird Early Learning Centre

We are delighted to confirm that your school meets the requirements to register and will soon join our global network of Cambridge schools offering Cambridge education programmes.

Our mission is to support excellence and learning in schools and in professional development, and to work in partnership with you to deliver the best education possible to your learners.

Please use your school number in all communications with Cambridge Assessment International Education.

- **Cambridge Early Years Programme**

*Age ranges are for guidance only

Please be aware that it is the school's responsibility to ensure that you are fully prepared prior to offering any subjects within the qualifications listed above. Please consult our public website help section at <https://help.cambridgeinternational.org> should you require any further guidance.

In order to complete the registration process, please print a copy of this letter, have it signed by two people who are authorised to enter into agreements for your school and return it to us by email. On receipt of the signed approval letter and payment of all programme fees, we will confirm the registration of your school.

The assessment and other services we will provide to the school will be in accordance with the Cambridge Standard Terms of School Registration which are enclosed. Signing and returning this letter therefore forms a contract between Cambridge Assessment International Education and the school.

The arrangements between Cambridge Assessment International Education and the school will always be governed by the latest version of the standard terms that we have sent to the school. Cambridge Assessment International Education may update the standard terms without requiring agreement of the school and any updates shall have effect when they

are deemed to have been received by the school.

We would like to highlight that registration as a Cambridge International School requires continued adherence to all laws of a governmental nature in the country and the region that your school is located.

Please be aware that the *Cambridge Handbook* forms part of this agreement and is available on our [public website](#)

By signing the letter, you confirm that you are authorised to bind your school, have read and accepted our standard terms of school registration, and that on behalf of your school you agree that it be bound by these terms and conditions.

Yours sincerely



Jon Algar

Head of School Approval

Authorised signatories for and on behalf of your school

Signatory one:

Name:.....

Position in the school:.....

Signature:.....

Date:...../...../20.....

Signatory two:

Name:.....

Position in the school:.....

Signature:.....

Date:...../...../20.....

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. The provisions of the following documents, as may be updated from time to time without notice by Cambridge (by CEM in the case of the CEM EULA), are hereby fully incorporated into and form part of this Agreement:
 - 1.5.1 these Cambridge Standard Terms of School Registration;
 - 1.5.2 the Letter of Approval;
 - 1.5.3 the Handbook;
 - 1.5.4 the relevant Fees List;
 - 1.5.5 if any Learners are to take CEM assessments, the CEM End-User Licence Agreement for Monitoring Systems (the “**CEM EULA**”) will apply. The CEM EULA can be accessed through the following hyperlink: <https://www.cem.org/gdpr> . Accessing and using the CEM assessments will be considered acceptance of the CEM EULA; and
 - 1.5.6 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 This Agreement 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 Subject to which programme(s) and Cambridge products the School has been approved by Cambridge to offer (either in the Letter of Approval or otherwise in writing – the “**programme(s)**”), the School shall:

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 programme(s), 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 programme(s), 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 instructions 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;

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;

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; and

2.2.10 use all reasonable endeavours to assist Cambridge in monitoring and evaluating the programme(s), including but not limited to responding to

questionnaires provided by Cambridge and, on Cambridge giving reasonable notice, allowing Cambridge Representatives to visit the School's Premises to observe Learners.

- 2.3 The School is not entitled to offer the programme(s), 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 12.2.1.
- 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 programme(s), 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 and/or Cambridge Early Years Centre (as applicable) 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 and Cambridge Early Years Centres 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 programme(s), 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 Fees List, 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 for 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 CIE 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 in accordance with Clause 12.2.5,
- and Cambridge shall be entitled to take any legal action necessary to recover unpaid sums.
- 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 days (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 Schedule to this Agreement.

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 programme(s), Syllabuses and Assessments

6.1 The School may promote and market the programme(s), 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 programme(s), 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, the programme(s) 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, the programme(s) 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 programme(s), 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 programme(s), 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 programme(s) and Qualifications and Cambridge products as 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 Assessment 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 parties acknowledge that Cambridge is subject to the requirements of the UK Freedom of Information Act 2000 as amended from time to time (the “FOIA”) and the School agrees that it shall provide all necessary assistance as may be reasonably requested by Cambridge at its own expense to enable Cambridge to comply with its obligations under the FOIA.
- 10.2 Notwithstanding the generality of Clause 10.1, the School shall provide Cambridge within five (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 a 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 or Cambridge Early Years Centre;

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 any 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 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 to the other party, and the time for its performance of that 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 Assessment International Education,
The Triangle Building,

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 for 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 this Agreement 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 development and performance, including but not limited to in relation to a Qualification. References to the ‘Assessments’ will only be applicable if the School is approved by Cambridge to offer the Assessments;
“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 Assessment 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 Examination Syndicate, Cambridge Assessment or Centre for Evaluation and Monitoring including “Cambridge International”, “CAIE”, “Cambridge Assessment International Education”, “CIE”, “Cambridge International Examinations”, “Cambridge University Press & Assessment”, “University of Cambridge Local Examinations Syndicate”, “UCLES”, the “University of Cambridge”, “Cambridge”, “CEM” and “Centre for Evaluation and Monitoring”;

“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;
“CEM”	the ‘Centre for Evaluation and Monitoring’ as further described in the CEM EULA;
“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;
“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 Laws (as defined in the Schedule);
“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;
“Fees”	means sums payable by the School to Cambridge for the provision of the Services and that will be described in the Fees List;
“Fees List”	means the list of Fees applicable to the School as provided by Cambridge and amended from time to time;
“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, epidemic or pandemic, or Act of God;
“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. If the School is approved by Cambridge to offer Cambridge Early Years, the term ‘Handbook’ will also refer to the ‘Cambridge Early Years Handbook’ which would be applicable to that programme in place of the

standard 'Cambridge Handbook';

“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, know-how 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;
“Learner”	means a candidate for a Qualification entered through a School or, if the School is approved to offer Early Years (and as applicable in the context of this Agreement), a child enrolled for the Early Years programme;
“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;
“Materials”	means any administrative materials produced by Cambridge in printed or electronic form, relating to the programme(s), Syllabuses, Modules or Assessments;
“Module”	means a component part of a Qualification;
“programme(s)”	has the meaning given in Clause 2.2;
“Qualification”	means a qualification offered by Cambridge to the School so that the School may offer them to Learners at the School. References to the ‘Qualification’ will only be applicable if the School is approved by Cambridge to offer a Qualification;
“Representative”	means any agent, officer, employee (whether full-time or part-time, permanent, temporary or casual), professional advisor or sub-contractor;
“School”	refers to the school (or otherwise the ‘centre’) 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 (if a School has been approved by Cambridge to offer examinations) or otherwise the premises made available for the purposes of offering the programme(s);
“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 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. References to the ‘Syllabuses’ will only be applicable if the School is approved by Cambridge to offer the Syllabuses; and
“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 Annex to this Agreement, or document referred to in Clause 1.5, 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, Annex or any other document, except in matters relating to data protection in which case the Schedule shall prevail;

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” mean 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.

SCHEDULE

Data Sharing: Data Controller to Data Controller

1 DEFINITIONS AND INTERPRETATION

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

Adequate Country: a country or territory that is recognised under Data Protection Laws from time to time as providing adequate protection for processing personal data;

Breach Notification Period: without undue delay and in any event within 24 hours;

Data Protection Laws: all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR;

EU GDPR: the General Data Protection Regulation ((EU) 2016/679);

Notification Period: a reasonable timeframe and in any event not less than thirty (30) days before the new sub-processor is granted access to personal data;

Transfer Mechanism: Standard Contractual Clauses approved by the European Commission Decision of 4 June 2021 (as amended from time to time), for the transfer of personal data from the EEA or Adequate Country to a third country and International Data Transfer Addendum issued by the Information Commissioner's Office under Section 119A of the Data Protection Act 2018, effective from 21 March 2022;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the UK Data Protection Act 2018;

the terms **processor, sub-processor, controller, personal data, data subject, processed, data importer, data exporter** and **personal data breach** shall have the meaning given to them in the Data Protection Laws in respect of the Cambridge personal data (as defined below).

2 PURPOSE

- 2.1 The parties agree that, for the purposes of this Agreement, each party acts as a controller.
- 2.2 The parties warrant that they and any staff and/or subcontractors will comply with their respective obligations under Data Protection Laws for the duration of this Agreement.
- 2.3 Each party will:
- 2.3.1 only process personal data in accordance with this Agreement and for the purposes set out in Annex I (unless legally required to do otherwise);
 - 2.3.2 implement appropriate technical and organisational measures as set out in Annex II to ensure a level of security appropriate to the risk involved;
 - 2.3.3 ensure that it has all necessary notices and consents in place to enable lawful transfer of the personal data for the purposes set out in Annex I;
 - 2.3.4 provide data subjects with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer);
 - 2.3.5 ensure that personal data held is:
 - 2.3.5.1 adequate, relevant and not excessive in relation to the purposes for which it is transferred and further processed; and
 - 2.3.5.2 accurate and, where necessary, kept up to date;
 - 2.3.6 cease processing for direct marketing purposes if the data subject objects to it; and
 - 2.3.7 without undue delay, provide the other party with reasonable assistance with responses to data subjects' requests to exercise their rights under Data Protection Laws.
- 2.4 The School shall indemnify Cambridge against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings (including legal and other professional costs and expenses) suffered or incurred by Cambridge arising out of or in connection with any failure by the School or its employees, agents or

subcontractors to comply with the obligations imposed by this Clause.

3 INTERNATIONAL TRANSFERS

- 3.1 Where a party is located outside the UK, the EEA or an Adequate Country and receives personal data:
- 3.1.1 that party will act as the data importer;
 - 3.1.2 the other party is the data exporter; and
 - 3.1.3 the Transfer Mechanism will apply.
- 3.2 If the Transfer Mechanism is insufficient to safeguard the transfer, the data importer will promptly implement additional or replacement measures as necessary to ensure personal data is protected to the same standard as under Data Protection Laws.
- 3.3 If the data importer receives a request from a public authority to access personal data, it will (if legally possible):
- 3.3.1 challenge the request and promptly notify the data exporter about receiving it; and
 - 3.3.2 if it is necessary to disclose personal data, only disclose the minimum amount required to the public authority and keep a record of the disclosure.
- 3.4 To the extent that the EU GDPR standard contractual clauses apply to this Agreement pursuant to the Transfer Mechanism, including the election of specific terms and/or optional clauses, this Clause 3.4 applies, and any optional clauses not expressly selected are not included:
- 3.4.1 Clause 7 (Docking Clause):
 - 3.4.1.1 All Modules: the optional Clause 7 in Section I of the EU SCCs is not incorporated;
 - 3.4.2 Clause 9 (Subprocessors):
 - 3.4.2.1 Modules 2 & 3: Option 2 ('General written authorisation') is selected and the process and time period for the addition or replacement of sub-processors shall be the Notification Period;
 - 3.4.3 Clause 11 (Redress):
 - 3.4.3.1 All Modules: The optional wording is not included;
 - 3.4.4 Clause 17 (Governing Law):
 - 3.4.4.1 Modules 1, 2 & 3: Option 1 is selected. The parties agree that this shall be the laws of Ireland;
 - 3.4.4.2 Module 4: The parties agree that this shall be the laws of England;
 - 3.4.5 Clause 18 (Choice of forum and jurisdiction):
 - 3.4.5.1 Modules 1, 2 & 3: The parties agree that any dispute shall be resolved by the courts of Ireland;
 - 3.4.5.2 Module 4: Any dispute arising from these clauses shall be resolved by the courts of England;
- 3.5 To the extent that the UK GDPR Mandatory Clauses apply pursuant to the Transfer Mechanism, this Agreement incorporates:
- 3.5.1 Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with section 119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
 - 3.5.2 The following parties may end this Addendum as set out in Section 19 of the Transfer Mechanism: exporter.

ANNEXES

ANNEX I	
A. LIST OF PARTIES	
Data exporter:	
<i>Name</i>	Cambridge
<i>Address</i>	As detailed in the Agreement
<i>Contact person's name, position and contact details</i>	As detailed in the Agreement
<i>Activities relevant to the data transferred under these Clauses</i>	As detailed in the Agreement
<i>Role (controller/processor):</i>	Controller
Data importer:	
<i>Name</i>	School
<i>Address</i>	As detailed in the Agreement
<i>Contact person's name, position and contact details</i>	As detailed in the Agreement
<i>Activities relevant to the data transferred under these Clauses</i>	As detailed in the Agreement
<i>Role (controller/processor):</i>	Controller
B. DESCRIPTION OF TRANSFER	
<i>Categories of data subjects whose personal data is transferred</i>	<ul style="list-style-type: none"> • Cambridge Learners • The families of Cambridge Learners (although transferring this personal data is rare and is only required to enable judgement on consideration of the Learner's circumstances. Please see "Special consideration" in the Cambridge Handbook).
<i>Categories of personal data transferred</i>	<p>An indicative list is as follows:</p> <ul style="list-style-type: none"> • Learner name • Gender • Learner date of birth • Candidate Unique Candidate Identifier • Identity documents (passport, national ID, citizenship number) • Qualifications & Syllabuses entered and used by the data subject • Learner marks and grades attained • Learner personal home address (although sharing this personal data is rare and it is only shared on an ad hoc basis if provided by the Learner or someone with parental responsibility) • First language spoken by a Learner
<i>Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved</i>	<p>An indicative list is as follows:</p> <ul style="list-style-type: none"> • First language spoken, that may be an indicator of racial or ethnic origin in some cases. • Medical data • Medical data of family members • Photographs of medical documentation

<i>The frequency of the transfer (for example, whether the data is transferred on a one-off or continuous basis).</i>	Generally per exam season for exam candidates
<i>Nature of the processing</i>	To allow the parties to fulfil their obligations under this Agreement and, in relation to processing by Cambridge only, to allow Cambridge to develop and improve its products and services, such as through the following activities: <ul style="list-style-type: none"> • conducting research; • sharing personal data with government or regulatory authorities for the purpose of evidencing outcomes, progression and participation in relation to Cambridge's products and services; and sharing information with lobby and school groups for the purpose of monitoring relating to Cambridge's products and services (1).
<i>Purpose(s) of the data transfer and further processing</i>	As per the previous row (1).
<i>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</i>	Personal data processed under this Agreement shall only be retained for as long as is required to allow the respective party to perform its obligations and exercise its rights in accordance with this Agreement and for the purposes set out in Annex I (unless legally required to do otherwise).
<i>For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing</i>	N/A
C. COMPETENT SUPERVISORY AUTHORITY	
<i>Identify the competent supervisory authority/ies in accordance with Clause 13 of the Transfer Mechanism</i>	Ireland
ANNEX II	
<i>Technical and organisational measures to ensure the security of the data</i>	N/A
ANNEX III	
<i>Current sub-processors</i>	The personal data transferred may be disclosed only to the following recipients or categories of recipients: <ul style="list-style-type: none"> • Organisations directly connected to the Data Importer and involved in the delivery of the exam series to the data subject • Data subject and their immediate family. • Governments, school groups or other bodies (as applicable) which regulate the School • Any other third parties if required by applicable laws.