

**Cambridge
and
Mangalmay Foundation
Trust
LINGUASKILL AGREEMENT
Direct Customer Number:
IA341**

Reference: Linguaskill Direct Customer Agreement	Status/Version: 11	Date: 28/07/2021
Owner: Customer Services	Classification: Linguaskill Direct Customer Use Only	Page 1 of 39

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affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, contractors, subcontractors and suppliers of either Party;

“Control”

means that an entity (whether or not incorporated) has the capacity to determine the outcome of decisions made by another entity by exercising either positive control or negative control, including by virtue of holding shares or the possession of voting power in or in relation to that entity, or by virtue of having the power to appoint or remove directors of that entity or any powers conferred by the articles of association or other document regulating that entity, but not by virtue solely of being a director or employee of that entity and the term “Controlled” shall be construed accordingly;

“Country”

means the country(ies) set out in Schedule 1 where the Direct Customer is approved to offer the test(s);

“Data Protection Legislation”

means the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2202/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), including any amendments, revisions, re-enactment or consolidations thereof; and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner;

“Data Sharing Agreement”

means the agreement set out in Schedule 3;

“Documentation”

means the regulations, instruction manuals, technical literature, user guides and other information associated with Linguaskill supplied by Cambridge to the Linguaskill Direct Customer;

“Intellectual Property Rights”

means copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered designs, trade marks (including business and brand names, domain names, devices and logos) and, in the case of Cambridge, the Cambridge Marks and Logos as defined in Schedule 2 and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future anywhere in the world;

“Linguaskill”

means the online English language skills assessment

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additional tax, including any similar tax in any jurisdiction other than the United Kingdom;

“Web Application”

means the operating system through which the test is supplied in accordance with this Agreement and the terms and conditions agreed to by entry of a password for as long as and in whatever test quantity Cambridge agrees in its absolute discretion.

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

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

2 DURATION OF AGREEMENT AND INCORPORATED TERMS

2.1 **Duration:** This Agreement shall be effective from the Commencement Date for 1 (one) year, and shall automatically renew for consecutive 1 (one) year terms after that, unless either Party provides notice of termination in accordance with clause 14.

2.2 **Entire Agreement:** This Agreement and its Schedules contain the entire agreement between the Parties with respect to its subject matter and supersede all previous drafts, agreements, arrangements and understandings between them, whether written or oral, and the provisions of the following documents are hereby expressly incorporated by reference:

- 2.2.1 Documentation;
- 2.2.2 the Logo Licence Agreement set out in Schedule 2;
- 2.2.3 Logo Guidelines; and

system developed and maintained in the UK by Cambridge;

“Logo”	means the approved logo(s) granted for use by the Direct Customer during the life of this Agreement as set out in the accompanying addendum;
“Logo Guidelines”	means the Cambridge document titled “Logo Guidelines” which sets out additional information on use of the approved Marks specified in Schedule 1;
“Mark”	means any graphic device created by Cambridge which may or may not form part of the Logo;
“Materials”	means any administrative, and/or test documentation, including test materials, produced by Cambridge in printed or electronic form;
“Representative”	means any personnel, Direct Customer, officer, employee (whether full-time or part-time, or permanent, temporary or casual) or consultant;
“Schedule”	means a schedule to this Agreement;
“Services”	means the provision of access to Linguaskill, materials, the Web Application and regulation documentation;
“Special Arrangements”	means provisions requested for Candidates who have a permanent or long-term disability;
“Support Site”	means the website located at https://support.cambridgeenglish.org/ , the Direct Customer-facing part of which can only be accessed by Cambridge Linguaskill Direct Candidates with appropriate log in details;
“Tax”	means any value added or purchase tax, withholding or other taxes, duties or similar amounts;
“Term”	means initially one year from the Commencement Date and any renewal terms thereafter;
“Test”	means for a single run run-through of the Reading and Listening, Writing and/or Speaking Linguaskill General or Linguaskill Business modes resulting in the delivery of a Candidate result. Linguaskill is developed and maintained in the UK by Cambridge and available from the UK in the Web Application format only;
“Test Fee”	means Cambridge’s prevailing market rates during the Term for the Country within which the Linguaskill Direct Customer operates and as advised by Cambridge from time- to- time;
“VAT”	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or



THIS AGREEMENT is made on **02 May 2023** [Commencement Date]

BETWEEN:

(1) The Chancellor, Masters and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment of the Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, UK ("**Cambridge**");

(2)

Mangalmay Foundation Trust
(the "**Direct Customer**"), of
Mangalmay Foundation Trust, 9, Knowledge Park-2, Greater Noida
Gautam Buddha Nagar, Uttar Pradesh 201308 India
Company Registration No. 596
Direct Customer Number: IA341

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

The Parties agree:

1 DEFINITIONS AND INTERPRETATION

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

- "Direct Customer"** means any company directly authorised by Cambridge to offer Cambridge's Linguaskill;
- "Business Day"** means a day on which the banks are open for business in England;
- "Candidate"** means any individual who is to be assessed through Linguaskill;
- "Commencement Date"** means the date this Agreement is signed by Cambridge and the Direct Customer is given access to the testing portal usually within 24-48hrs of the agreement being signed).
- "Confidential Information"** means any information which has been designated in writing as confidential by Cambridge or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including specifically Candidates' results; Candidate Personal Data and all personal data and sensitive personal data within the meaning of the Data Protection Legislation; information which relates to the Materials or Services in this Agreement, including but not limited to the business,

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- 3.4.4 being fully aware of all aspects of the technology including minimum technical requirements for administering the assessments and how to set up the technology appropriately, and be fully up-to-speed with all new developments
- 3.4.5 taking on board feedback from candidates and making improvements based on that feedback.

3.5 The Direct Customer shall:

- 3.5.1 make the necessary financial investment to set up and grow a Linguaskill business;
- 3.5.2 promote and market Linguaskill effectively to maximise purchase and discuss any new business opportunities with Cambridge;
- 3.5.3 share with Cambridge relevant market intelligence relating to Linguaskill and its actual or potential markets;
- 3.5.4 at all times be responsible and liable for the acts and omissions of its Representatives including their non-compliance with the duties and obligations set out in this Agreement;
- 3.5.5 not offer tests nor disclose materials to any third party either directly or indirectly through any purchase by the Direct Customer, distributor, sub-licensee or third party other than in accordance with this Agreement;
- 3.5.6 not offer, without the prior written consent of Cambridge, the tests outside the Country(ies) listed in Schedule 1 of this Agreement (noting that if an Direct Customer wishes to offer outside the Country(ies), it will need to apply for approval for each Country in which it wishes to operate and these will need to be added to Schedule 1 of this Agreement);
- 3.5.7 have in place/recruit sufficient staff to run the tests, including Administrative staff, technical support staff, invigilators/proctors and purchase and marketing staff. The Direct Customer will provide these staff with training on their roles relating to Linguaskill;
- 3.5.8 share its Linguaskill customer information with Cambridge on request and make clear to candidates that this information will be provided and the purpose for which it will be used;
- 3.5.9 immediately report to Cambridge any issues with the tests, including any technology issues and assist investigations into these issues by promptly providing all requested information concerning that issue;
- 3.5.10 work closely with Cambridge to suggest improvements to the tests and technology based on the Direct Customer's experience and the feedback from candidates and foster a culture of continuous improvement and assist with trialling new technology developments;
- 3.5.11 provide accurate and up-to-date contact information to Cambridge and notify Cambridge immediately of any changes;
- 3.5.12 purchase an initial agreed number of test(s) within 30 (thirty) days from the Commencement Date unless otherwise stated. This initial purchase will be invoiced within 30 (thirty) days of the date of the order. Consequences of failing to make this initial purchase order are detailed in clause 14.2.8;

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2.2.4 such other regulations, policies, notices or successor documents which provide substantially the same or similar information as that set out in 2.2.1–2.2.3 above, which may be issued by Cambridge and notified to the Direct Customer and are hereby expressly incorporated into this Agreement.

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

3 RIGHTS AND OBLIGATIONS OF THE DIRECT CUSTOMER

3.1 The Direct Customer shall perform its obligations, as set out in this Agreement, in good faith and in particular shall carry out the duties of a Cambridge Linguaskill Direct Customer as provided in the documentation outlined in clause 2.1

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

3.3 **The Direct Customer shall administer tests by:**

3.3.1 administering them under strict, secure conditions, including providing full invigilation/proctoring at all times, and according to the instructions and guidance given in the most recent Cambridge guidance and the Cambridge Regulation Documentation provided by Cambridge. The Direct Customer shall ensure it is using the most recent set of Materials at all times; using software and online administration sites provided under licence by Cambridge for administering tests and hold any username and password for its use confidential according to the terms of the licence;

3.3.2 using software and online administration sites provided under licence by Cambridge for administering tests and hold any username and password for its use confidential according to the terms of the licence;

3.3.3 communicating to the Candidates and candidates any relevant terms and conditions of the Services provided by the Direct Customer;

3.3.4 replying promptly to any communication or request for information from Cambridge or its Representatives and taking any related action as necessary;

3.3.5 maintaining at its own expense and to the reasonable satisfaction of Cambridge such offices and other premises, administration, facilities and marketing organisation as may be necessary for the effective performance of its obligations under this Agreement;

3.3.6 providing Clients with training in the use of the test by offering basic support services and advice related to such use and available through the Web Application as designated by Cambridge.

3.4 **Direct Customer shall offer excellent customer service by:**

3.4.1 using suitable premises to run effective test administrations in a professional environment;

3.4.2 being fully aware of all aspects of the assessments and fully up-to-speed with all new developments;

3.4.3 training all Linguaskill staff and clients in how to use the tests appropriately and keeping all Linguaskill staff and clients up-to-speed with all new developments with regard to the tests;

- 3.5.13 not make contracts on behalf of Cambridge without Cambridge's prior written approval nor incur any liability on behalf of Cambridge or give any representations, warranties or guarantees with reference to the products on behalf of Cambridge, where such representations, warranties and guarantees are not those included with Linguaskill;
- 3.5.14 Direct Customer will recognise all versions of Linguaskill;
- 3.5.15 inform Cambridge immediately of any change in the Linguaskill Direct Customer or methods of doing business which might affect the performance of its duties;
- 3.5.16 The Direct Customer will meet early [purchase purchase] targets which have been agreed in advance with Cambridge. Failure to meet these targets may lead to the termination of this agreement. The Business Plan is the basis for defining the test fees, Year 1, Year 2 and Year 3 targets.
- 3.6 The Direct Customer hereby grants Cambridge a non-exclusive, non-transferable right to use the Direct Customer's name and logos or crests for promotional purposes during the Term.
- 3.7 The Direct Customer understands that approval as a Cambridge Linguaskill Direct Customer does not confer exclusive rights to offer the tests in any Country.
- 3.8 The Direct Customer must comply with all local laws, statutes and regulations of a governmental nature applicable in the Country(ies) in which the Direct Customer is located and operates, and ensure that it is properly registered to do business (including complying with tax and other legislation) in each Country in which it operates as a Linguaskill Direct Customer.
- 3.9 The Direct Customer may order tests over and above the Agreed Purchase Order during the Term.
- 3.10 The Direct Customer shall seek permission from Cambridge to engage in any marketing activities and Direct Customer should this occur they will follow our brand guidelines at all times. If the Direct Customer fails to follow our brand guidelines this agreement may be terminated.

4 FINANCIAL AND INSURANCE ARRANGEMENTS

- 4.1 **The Direct Customer shall abide by the following financial arrangements:**
- 4.1.1 the Direct Customer will meet all costs for the local delivery and administration of tests;
- 4.1.2 the Direct Customer will ensure that it has appropriate insurance coverage under the local laws of each Country in which it operates to offer tests and covering any areas where Cambridge has limited its liability under this Agreement;
- 4.1.3 the Direct Customer will bear all costs that are due or payable to any national or municipal authority, including any customs import duties, in relation to the Agreement.
- 4.2 Where any discounted test fee rates have been negotiated and expressly approved by Cambridge in writing, such discounted rates will apply to tests provided under this Agreement for so long as such discounted rates are valid.
- 4.3 All sums payable, or consideration given, under this Agreement are exclusive of VAT. Pursuant to Item 3 Group 6 Schedule 9 Value Added Tax Act 1994 the provision of the Service pursuant to this Agreement is not a taxable supply. In the event that this statement should be shown to be incorrect Cambridge shall deliver to the Linguaskill Direct Customer a VAT invoice in respect

of the VAT payable and the Linguaskill Direct Customer shall within 14 (fourteen) days of the receipt of such VAT invoice pay to Cambridge a sum equal to the amount of such VAT. The Linguaskill Direct Customer shall comply with all applicable local laws and regulations of its jurisdiction including, without limitation, the Linguaskill Direct Customer shall pay any taxes including those applicable to Linguaskill or to Cambridge (where any such taxes cannot by law be paid by the Linguaskill Direct Customer (e.g. a withholding tax applicable to Cambridge), the test fee shall be increased/grossed up to offset the amount withheld for such taxes).

- 4.4 For the purposes of calculating the number of tests ordered, a test shall be deemed to have been ordered each time Cambridge records that the Linguaskill Direct Customer has ordered a test.
- 4.5 The test fees shall include the cost of delivery of the test(s) in the Web Application in accordance with clause 4 (or such other medium as may be agreed between the Parties from time to time) and the Documentation.
- 4.6 This Agreement covers Linguaskill in whatever format, mode of delivery or language it exists. This Agreement does not cover the development of any further functionality required specifically by the Linguaskill Direct Customer, which shall be covered in separate agreements.

Changes to the Agreement by the Direct Customer

4.7 For any changes to the Agreement, the Direct Customer shall:

- 4.7.1 notify Cambridge immediately in writing if any of its details change at any time during the duration of the Agreement, including but not limited to a change in the Direct Customer's address, tax numbers, ownership and or/legal status, or a change for any business, tax, or other reason due to local laws in any of the Countries in which it operates, which requires the Direct Customer's administration of any of the tests in the Country listed in Schedule 1 to be undertaken with or by a different legal entity and/or under a separate registration, authorisation or licence. Upon notification, a new Direct Customer application may need to be initiated, and the Direct Customer's authority to administer the tests in the Country may need to be immediately withdrawn.

4.8 The Direct Customer warrants that it:

- 4.8.1 fully expects to continue to be financially viable for the duration of this Agreement, is able to issue official receipts to Candidates, and shall comply with all applicable legal and tax requirements in discharging its responsibilities as a Cambridge Linguaskill Direct Customer, including making payments to staff; and
- 4.8.2 has no current plans to change ownership or, should ownership change, the Direct Customer shall immediately inform Cambridge, as set out in clause 4.7.1. Cambridge reserves the right to terminate approval of the Direct Customer if there is a change of ownership.
- 4.8.3 Will enter into any separate arrangement or agreement where the Direct Customer intends to enter into a business to business relationship with any third party or subsidiary or connected organisation. For the avoidance of doubt, the Direct Customer will provide tests purchased under this Agreement to candidates who will seek to sit the test. This agreement does not confer any right to sell on, or distribute any Linguaskill product. Distribution of any Linguaskill product purchased under this Agreement will be considered as a material breach.

- 4.9 If, in Cambridge's opinion, a Direct Customer is underperforming or inadequately providing the tests in accordance with this Agreement then Cambridge may in its sole discretion:

- 4.9.1 suspend the Direct Customer 's status, with any reinstatement being subject to any conditions Cambridge may impose on the Direct Customer in accordance with clause 13; or
- 4.9.2 terminate the Direct Customer's status in accordance with clause 14.

5 RIGHTS AND OBLIGATIONS OF CAMBRIDGE

5.1 Cambridge agrees that it will:

- 5.1.1 provide the Services to the Direct Customer on a non-exclusive basis;
- 5.1.2 provide the Direct Customer with quality tests and continue to develop the tests as can reasonably be expected in line with market feedback and recognised international needs;
- 5.1.3 make available the Documentation to the Linguaskill Direct Customer;
- 5.1.4 make access to the Web Application available to the Linguaskill Direct Customer and to Candidates in respect of which the Linguaskill Direct Customer has paid the applicable test fee for the use of the applicable version of Linguaskill;
- 5.1.5 receive and assess the responses submitted by the Candidate during the test and provide the Candidate, the Direct Customer Client and the Linguaskill Direct Customer with details of the results of the test as applicable;
- 5.1.6 provide access to user guidance, a telephone helpline, Live Chat and an email service which will be available 24 hours a day, seven days a week, with the exception of scheduled holiday periods, to deal with any administration queries from the Direct Customer or queries relating to the software provided by Cambridge but Cambridge shall provide no further maintenance or support services for Linguaskill;
- 5.1.7 provide the Linguaskill Direct Customer with access to the Direct Customer Support Site, which includes training, administration manuals and available marketing support;
- 5.1.8 to develop technology that supports Direct Customer Clients' needs in terms of administration of the tests and provide guidance and technical support for the same;
- 5.1.9 provide the Direct Customer with one official Authorisation Certificate which confers on the Direct Customer a licence to advertise its Cambridge Linguaskill Direct Customer status and to use the Cambridge Marks in accordance with the Logo Guidelines. The use of the Authorisation Certificate is limited to the Direct Customer and cannot be used for or by venues that are different from the Direct Customer's Registered Company Address;
- 5.1.10 develop promotional material for use by the Direct Customer and regularly update the Direct Customer on product and administration developments;
- 5.1.11 maintain and develop the tests and the software for administering the tests;
- 5.1.12 maintain up-to-date Linguaskill information on its website;
- 5.1.13 Set prices each year and will inform the Direct Customer of these prices;
- 5.1.14 Develop global and regional purchase strategies;
- 5.1.15 Assist the Direct Customer wherever possible with developing tenders and proposals;

- 5.1.16 Collate marketing intelligence and use this to develop and grow the business;
- 5.1.17 Advertise the Direct Customer in our online directory of Direct Customers, subject to clauses 13.2 and 15.1.4;
- 5.1.18 be entitled to publish the Direct Customer's name on the Cambridge database of recognising organisations.

5.2 Approval and credit checks

- 5.2.1 Cambridge reserves the right to run a credit check and legal checks on the Direct Customer, both at Direct Customer application stage and at any point during the term of this Agreement and any renewal period, and to use the information from the credit check at any stage.
- 5.2.2 The approval of the Cambridge Linguaskill Direct Customer and authorisation to offer the tests are at the sole discretion of Cambridge, and it is a condition of this Agreement that the Direct Customer accepts this. The information Cambridge receives in response to any credit check will be retained.
- 5.2.3 Cambridge reserves the right to reject an organisation's application to be an Direct Customer or to refuse substantive changes to an Direct Customer/ Direct Customer's details if Cambridge, in its sole discretion, decides the organisation would not be suitable as an Direct Customer or that any such changes would make an Direct Customer unsuitable.

5.3 Changes to the Agreement by Cambridge

- 5.3.1 Cambridge may produce new or withdraw current tests or test material during the period that this Agreement is in force. Cambridge shall be entitled, in its absolute discretion and without liability to the Direct Customer, to alter the form, style, content or substance of its tests. Cambridge shall confirm in writing to the Direct Customer, with reasonable notice wherever possible, any additional tests that are to be added to or current tests that are to be withdrawn from the Direct Customer's authorisation.
- 5.3.2 Cambridge reserves the right to alter the Cambridge Documentation and online guides with immediate effect unless otherwise stated. Cambridge will use reasonable endeavours to communicate any such changes to the Direct Customer.
- 5.3.3 But for the occasions outlined in clauses 2.2, 5.3.1, 5.3.2 and 5.3.6, if Cambridge deems it necessary to alter the terms of this Agreement, it will first notify the Direct Customer and provide it with a copy of the proposed new terms.
- 5.3.4 If the Direct Customer decides to reject any proposed new terms, it shall notify Cambridge within 60 (sixty) days of deemed receipt of the notice containing the proposed new terms, upon which the Agreement shall terminate and the provisions of clause 15 shall apply.
- 5.3.5 If the Direct Customer does not reject any proposed new terms as outlined in clause 5.3.4, and continues to make use of the Services then the Parties agree that this will constitute acceptance of the proposed new terms by the Direct Customer.
- 5.3.6 Cambridge reserves the right to update and change the tests and Country(ies) approved in Schedule 1, and will issue an updated Schedule 1 to confirm any updates or changes. If the Direct Customer chooses not to accept the changes, its approval will be suspended until an agreement can be reached which is suitable for both Parties, or the Agreement terminates in accordance with clause 14.

- 5.3.7 Cambridge shall issue the Direct Customer with a new Schedule 1 if the range of tests the Direct Customer has been authorised to offer changes at any time due to any suspensions in accordance with clause 13 or for any other reason.

6 FEES AND PAYMENT TO CAMBRIDGE

- 6.1 All payments shall be made by the Direct Customer to Cambridge in the currency outlined on invoices issued to the Direct Customer and shall be made by telegraphic or electronic transfer to such bank account as may be notified by Cambridge to the Direct Customer.
- 6.2 Cambridge shall periodically send invoices to the Direct Customer for Fees in respect of the Direct Customer's tokens.
- 6.3 The Direct Customer shall pay the Fees for the provision of the Services (and any other charges specified in the Agreement) to Cambridge, in accordance with this clause 6. The Direct Customer understands that Cambridge's invoicing entity is Cambridge University Press & Assessment and bank account name is Cambridge Univ PA 1.
- 6.4 The Direct Customer shall remit to Cambridge all Fees due received in clear funds, within 28 (twenty-eight) days of date of invoices. Payments shall be made as stated on the invoices and shall be paid in full without any deduction, set-off or counterclaim against Cambridge. Failure to pay sums due by the due date will entitle Cambridge to take any or all of the following actions:
- 6.4.1 to charge the Direct Customer interest at a rate of 8% above Barclays Bank plc's base rate until such time as payment is made in full;
- 6.4.2 to suspend or withdraw the Direct Customer's approval; and
- 6.4.3 to take any legal action necessary to recover unpaid sums.
- 6.5 Cambridge will be entitled to increase the Fees in each year of the Agreement, as communicated to the Direct Customer with reasonable advance notice.
- 6.6 All Fees are stated exclusive of any applicable Tax.
- 6.7 The Direct Customer shall bear all costs and all associated bank charges that are due or payable to any national or municipal authority in the Country in relation to this Agreement.
- 6.8 Notwithstanding clause 6.7 the Direct Customer shall:
- 6.8.1 remit to the appropriate tax authorities, in a timely manner, all monies required to be withheld from payment to Cambridge; and
- 6.8.2 provide Cambridge with an official receipt issued by such authorities for payment of such monies within 30 (thirty) days of such payment.

7 INTELLECTUAL PROPERTY

- 7.1 **In addition to the Logo Licence expressly granted in Schedule 2:**
- 7.1.1 The Direct Customer acknowledges and agrees that all Intellectual Property Rights in the Cambridge Materials, data, systems, documents or information produced or owned by Cambridge are and shall remain vested in Cambridge.
- 7.1.2 The Direct Customer must ensure that their publications make clear that their authorisation and the tests they offer are provided by Cambridge, and not by the University of Cambridge.

- 7.1.3 The Direct Customer acknowledges and agrees that the word "Cambridge" in the context of education is synonymous and associated with Cambridge and its parent undertaking, namely University of Cambridge, and that by entering into the Agreement, the Direct Customer expressly and specifically assigns any interest it has or may have in the word or use of "Cambridge" to Cambridge.
- 7.1.4 If a Direct Customer is affiliated with a franchise, franchisee, franchise-like or franchisee-like network of Direct Customer or related entities ("**Affiliated Entity**"), such Affiliated Entities are not entitled to the benefit of the Logo Licence. An Affiliated Entity must apply directly to Cambridge to become a Direct Customer, or apply separately for a Logo Licence. In using the Logo Licence, the Direct Customer shall take all reasonable steps to ensure that Cambridge's goodwill is not undermined.
- 7.1.5 The Direct Customer shall promptly notify Cambridge of the details of any actual, threatened or suspected infringement of the Intellectual Property Rights which comes to the Direct Customer's notice, and of any claim by any third party claiming Cambridge infringes any Intellectual Property Rights of any other person. The Direct Customer shall, at the request and expense of Cambridge, do all such things as may reasonably be required by Cambridge to assist Cambridge in taking or resisting any proceedings in relation to any such infringement or claim.

8 MARKETING AND LOGO

- 8.1 The Direct Customer may promote and market the tests in the Country strictly according to the terms and definitions set out in the Logo Guidelines or in such manner as Cambridge may reasonably agree.
- 8.2 In connection with the promotion and marketing of the tests, the Direct Customer shall:
- 8.2.1 make clear, in all dealings with Candidates and prospective Candidates, its relationship with Cambridge and in particular shall not claim that either the Direct Customer or its Representatives are acting as Direct Candidates for Cambridge;
- 8.2.2 provide Cambridge with copies of updates to its promotional materials in relation to the tests; and
- 8.2.3 from time to time consult with Cambridge's Representatives for the purpose of assessing the state of the market in the Country.

9 CONFIDENTIALITY

- 9.1 The Direct Customer agrees not to use Confidential Information for its own purposes or disclose it to anyone else otherwise than as required to carry out its obligations under this Agreement.
- 9.2 Confidential Information does not cover information already in the public domain, information the Direct Customer is required to disclose by law and information the Direct Customer can prove it had in its possession before it was received from Cambridge in relation to this Agreement.
- 9.3 The Direct Customer agrees to take all reasonable steps to safeguard any Confidential Information in its possession or Control and to protect Confidential Information in the same way as it protects its own confidential information.
- 9.4 Cambridge reserves its rights to seek jurisdiction-specific injunctive relief, and any other legal remedies for breach of this clause 9.4.

- 9.5 Linguaskill and the Documentation contain confidential and proprietary information of Cambridge and all copyright, trademarks and other Intellectual Property Rights in Linguaskill and the Documentation are the exclusive property of Cambridge. No title or rights of ownership, copyright or any other intellectual property in Linguaskill, the Web Application or Documentation is transferred to the Linguaskill Direct Customer or any other party other than the rights hereby expressly granted.
- 9.6 The Linguaskill Direct Customer and Cambridge agree to keep confidential all information in any format, whether written, computer generated or oral concerning in any way whatsoever the business and affairs of the disclosing Party that it shall have obtained or received as a result of entering into this Agreement and in the case of Cambridge this is all information provided under or in connection with this Agreement and in the case of the Linguaskill Direct Customer, this is information it has provided to Cambridge and marked as confidential save that which:
- 9.6.1 was already in its possession prior to entering into any agreement other than as a result of a breach of this clause 9; or
- 9.6.2 in the public domain other than as a result of a breach of this clause.

Each Party undertakes to the other Party to take all reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, Direct Customer Clients or subcontractors. The Direct Customer is specifically prohibited from wider disclosure of the pricing lists supplied by Cambridge. It is also expected that prior to any disclosure of this agreement, the Direct Customer will make contact with Cambridge and seek permission in writing in any event. A breach to this clause 9 will be classed as a material breach to this Agreement.

10 FREEDOM OF INFORMATION

- 10.1 The Parties acknowledge that Cambridge is subject to the requirements of the UK Freedom of Information Act 2000 (the "FOIA") and the Direct Customer agrees that it shall provide all necessary assistance as may be reasonably requested by Cambridge at the Direct Customer's own expense to enable Cambridge to comply with its obligations under the FOIA.
- 10.2 Notwithstanding the generality of clause 10.1, the Direct Customer shall provide Cambridge, within 5 (five) Business Days of receipt of a request for assistance, with such information in its possession or power as may be reasonably requested in order to assist Cambridge to comply with its obligations under the FOIA.

11 DATA PROTECTION

- 11.1 For the purpose of this clause, the following terms shall have the meanings as defined in the Data Protection Legislation: "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Process".
- 11.2 Both the Direct Customer and Cambridge shall comply with the Data Protection Legislation and in particular the Data Sharing Agreement set out in Schedule 3. In addition, the Direct Customer will comply with any local data protection legislation in each Country in which it operates.
- 11.3 Cambridge acknowledges that the Direct Customer will have access to Personal Data.
- 11.4 With respect to the Parties' rights and obligations under this Agreement and the Data Sharing Agreement, the Parties agree that both Cambridge and the Direct Customer may be Data Controllers.
- 11.5 The Direct Customer shall:

- 11.5.1 process the Personal Data only to the extent, and in such manner, as is necessary to perform the Direct Customer's obligations under this Agreement;
 - 11.5.2 permit Cambridge to inspect and audit the Direct Customer's Data Processing activities and comply with all reasonable requests or directions by Cambridge to enable Cambridge to verify and/or procure that the Direct Customer is in full compliance with its obligations under this Agreement; and
 - 11.5.3 provide, upon Cambridge's reasonable request, a written description of the technical and organisational methods employed by the Direct Customer for processing Personal Data (within the timescales reasonably required by Cambridge).
- 11.6 The Parties acknowledge that the Direct Customer may also use services and/or products from other third parties in order to meet its obligations under this Agreement and that, in doing so, the Direct Customer may transfer Personal Data to such third parties. This may include third parties that provide online storage and other facilities. If the Direct Customer becomes aware of any such third party wishing to transfer Personal Data outside the European Economic Area, the Direct Customer shall take steps to ensure that the third party complies with the Data Protection Legislation and the Data Sharing Agreement.

12 INDEMNITY AND LIABILITY

- 12.1 The Direct Customer 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, negligence or breach of the Agreement by the Direct Customer and its Representatives.
- 12.2 The Direct Customer shall be solely responsible for ensuring it fully complies with any and all requirements of national, regional and municipal regulation, legislation and procedure applicable in the Country regarding all matters concerning this Agreement, and Cambridge shall in no way be held liable for breaches by the Direct Customer of any such requirements and, in any case, the Direct Customer agrees to irrevocably and unconditionally indemnify Cambridge in full and on demand and keep Cambridge so indemnified in respect of all consequences of the Direct Customer's non-compliance with any such requirements.
- 12.3 Should the Direct Customer fail to comply with the requirements of clause 12.2 Cambridge has the right to immediately terminate this Agreement.
- 12.4 Cambridge shall not be liable to the Direct Customer for any direct or indirect loss of profit, loss of data, loss or reduction of anticipated savings, loss of or damage to goodwill, loss of or damage to reputations, or loss or restriction of opportunity, or any consequential or indirect loss or damage, costs or expense whatsoever, howsoever arising out of or in connection with this Agreement, which is suffered or incurred by the Direct Customer as a result of any breach by Cambridge of the terms of this Agreement.
- 12.5 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.
- 12.6 The total liability of Cambridge to the Direct Customer 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.

- 12.7 The payments due under this Agreement have been agreed on the basis that Cambridge may limit its liability to the Direct Customer as set out in this Agreement and the Direct Customer confirms that it shall itself bear or insure against any loss for which Cambridge has limited its liability under this Agreement.
- 12.8 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.

13 SUSPENSION

- 13.1 **Cambridge right to suspend:** Cambridge reserves the right to suspend immediately the Direct Customer's authorisation to administer some or all tests in the following non-exhaustive circumstances:
- 13.1.1 suspected malpractice or maladministration by the Direct Candidates and their Clients
 - 13.1.2 non-payment of invoice(s) by the Direct Customer;
 - 13.1.3 misuse of Cambridge Intellectual Property Rights by the Direct Customer;
 - 13.1.4 where in Cambridge's opinion, changes to an Direct Customer's details are likely to affect in any way its ability to provide tests in accordance with this Agreement; and/or
 - 13.1.5 repeated failures to meet the terms of this Agreement.
- 13.2 **During suspension:** While the Direct Customer's authorisation to administer the tests is suspended, Cambridge may remove the Direct Customer from its list of Cambridge Authorised Direct Candidates.
- 13.3 **Length of suspension:** The length of suspension will be at Cambridge's sole discretion. Cambridge shall keep the Direct Customer fully informed of any processes being carried out as part of the Direct Customer's suspension.
- 13.4 **Consequences of suspension:** The consequences of suspension may be that:
- 13.4.1 the Direct Customer is allowed to return to full or conditional operation as a Cambridge Linguaskill Direct Customer;
 - 13.4.2 the Direct Customer has specific tests removed from its list outlined in Schedule 1; or
 - 13.4.3 this Agreement is terminated in accordance with clause 14.

14 TERMINATION

- 14.1 This Agreement will automatically terminate:
- 14.1.1 if the Direct Customer is in material breach, in particular where there is a breach of clause 11 (Data Protection), 17 (Anti-Slavery) or 18 (Anti-Bribery), or the Data Sharing Agreement;
 - 14.1.2 where the Direct Customer:
 - 14.1.2.1 suffers a serious security breach compromising the integrity of tests;

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- 14.1.2.2 deliberately flouts or fails to observe (whether deliberately or by omission) the requirements for the conduct of the tests; or
- 14.1.2.3 colludes with Candidates to create an instance of malpractice.
- 14.2 Cambridge will be entitled to terminate the Agreement by giving not less than 30 (thirty) days' written notice to the Direct Customer if:
- 14.2.1 the Direct Customer is likely to commit a material breach as set out in clause 14.1;
- 14.2.2 the Direct Customer is subject to any governmental authority licence or permission which is subsequently withdrawn or revoked during the duration of the Agreement;
- 14.2.3 the Direct Customer in any way brings into disrepute the name, reputation and interests of Cambridge, its employees, directors, officers or other people associated with Cambridge, or its products or services;
- 14.2.4 the Direct Customer at any time infringes or challenges the validity of the Intellectual Property Rights of Cambridge or the University of Cambridge;
- 14.2.5 there is a material change in the ownership of the Direct Customer, or a material change of Control of the Direct Customer, which in the reasonable view of Cambridge materially affects the ability of the Direct Customer to perform its obligations under this Agreement;
- 14.2.6 the change in ownership or Control of the Direct Customer is as a result of a competitor of Cambridge obtaining an interest in the Direct Customer;
- 14.2.7 the Direct Customer fails to pay any sum due hereunder within 14 (fourteen) days of the due date;
- 14.2.8 the Direct Customer fails to make their initial purchase order as outlined in clause 3.6.12;
- 14.2.9 forthwith by either Party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of clause 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or administrator or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (other than for the purpose of an amalgamation or reconstruction) or if either Party, being an individual or partnership, shall become bankrupt or enter into a voluntary arrangement or make any other assignment for the benefit of or a composition with creditors;
- 14.2.10 the agreed targets, set out below or communicated in writing by Cambridge, are not met or are not met to the satisfaction of Cambridge.
- 14.3 The Parties may terminate this Agreement immediately by mutual consent evidenced in writing.
- 14.4 This Agreement may be terminated by either Party by giving not less than two (2) months' written notice of termination to the other Party.
- 14.5 The rights to terminate this Agreement given by this clause 14 shall be without prejudice to any

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right or remedy of either Party in respect of the breach concerned (if any) or any other breach, save that there shall be no right of appeal from any decision by Cambridge to terminate this Agreement.

14.6 Any termination of this Agreement howsoever occasioned shall:

14.6.1 be without prejudice to any other rights or remedies Cambridge may be entitled to hereunder or at law;

14.6.2 not affect any accrued rights or liabilities of Cambridge nor the coming into or continuance in force of any provision hereof which is expressly, or by implication, intended to come into or continue in force on or after such termination; and

14.6.3 not entitle the Direct Customer and/or their clients to repayment of any sums paid to Cambridge directly or indirectly under this Agreement and the Direct Customer shall continue to be obliged to pay any and all sums due under the terms of this Agreement without reduction or rebate. Cambridge shall have no obligation or liability to any clients or candidates of the Direct Customer.

14.6.4 terminate any rights granted under this Agreement.

14.7 Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by email to the email address of the other Party set out below (or such other address as may have been provided in accordance with this clause 14) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery upon the expiration of 48 hours after emailing. Cambridge does not accept service by facsimile.

15 CONSEQUENCES OF TERMINATION

15.1 Upon expiry or termination of this Agreement for any reason:

15.1.1 the Direct Customer and their Clients shall not make any attempt to order or use any tokens after Cambridge has given written notice of termination of the Agreement, or after termination or expiry of the Agreement, however arising;

15.1.2 outstanding monies due by one of the Parties to the other shall become immediately payable;

15.1.3 all licences granted hereunder, including the Logo Licence in Schedule 2 and the rights to use the Marks, shall terminate;

15.1.4 the Direct Customer shall cease to promote itself as a Cambridge Linguaskill Direct Customer within one calendar month from the date of termination or immediately where the breach is serious;

15.1.5 the Direct Customer shall cease to use any of the Intellectual Property Rights of Cambridge within one calendar month of termination or immediately where the breach is serious;

15.1.6 the Direct Customer shall continue to provide the security provisions as described in clause 3.4.4;

15.1.7 within 7 (seven) days of the termination, the Direct Customer shall return to Cambridge or securely destroy (and provide confirmation of such destruction) any Confidential Information (which includes any and all Cambridge Materials, e.g. Direct Customer Authorisation Certificate);

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- 15.1.8 subject as otherwise provided herein and to any accrued rights, remedies, obligations and liabilities of the Parties as at termination which shall not be affected (including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination), neither Party shall have any further obligation to the other under this Agreement; and
- 15.1.9 clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect, including clause 7, clause 8, clause 9, clause 10, clause 11, clause 15, clause 19.3 to 19.11 inclusive, clause 20 and clause 21.

16 NON-SOLICITATION

- 16.1 Neither Party shall at any time from the commencement of this Agreement to 12 (twelve) months after its expiry or termination solicit or entice away from the other Party, or employ or attempt to employ any person who is, or has been in the previous 12 (twelve) months, engaged as an employee of the other Party in the provision of the services set out in this Agreement without the other Party's prior written consent.
- 16.2 Any consent given by a Party in accordance with clause 16.1 shall be subject to the soliciting Party paying the other Party a sum equivalent to 20% of the then-current annual remuneration of the employee, and the Parties confirm that these sums represent a genuine pre-estimate of the loss that the Parties would suffer as a result.

17 ANTI-SLAVERY

17.1 The Direct Customer shall:

- 17.1.1 comply with all applicable laws, statutes, regulations and codes in force relating to anti-slavery and anti-trafficking, including but not limited to the Modern Slavery Act 2015;
- 17.1.2 comply with the anti-slavery policy adopted by Cambridge;
- 17.1.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct was carried out in the UK;
- 17.1.4 include in all its contracts with its subcontractors and supplier's anti-slavery and anti-human trafficking terms that are at least as onerous as those set out in this clause 17.1; and
- 17.1.5 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 this clause 17.1 or any breach or potential breach of Cambridge's anti-slavery policy.

17.2 The Direct Customer represents that:

- 17.2.1 it, its officers and its employees have not been convicted of any offence under the Modern Slavery Act 2015, or any equivalent offence in any jurisdiction involving slavery and human trafficking;
- 17.2.2 to the best of its knowledge, neither it, its officers or its employees have been, or are subject to any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence in any jurisdiction involving slavery or human trafficking; and
- 17.2.3 it has and shall maintain in place throughout the term of this Agreement its own

policies, training and procedures, to ensure compliance with this clause 17.

- 17.3 The Direct Customer 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.

18 ANTI-BRIBERY

18.1 The Parties represent to one another that:

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

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

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

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

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

- 18.2.1 terminate this Agreement immediately on notice;
- 18.2.2 recover the amount or value of any gift, consideration or commission concerned; and
- 18.2.3 recover any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence,

and any termination under this clause 18.2 will be without prejudice to any right or remedy that has already accrued, or subsequently accrues.

- 18.3 Breach of this clause 18.2 shall be deemed a material breach incapable of remedy.

19 GENERAL

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

- 19.2 **Agency:** The Direct Customer shall ensure that it does not specify that it is acting in any way as an agent or representative of Cambridge in any agreement with a third party. This Agreement is personal to the Direct Customer, which may not, without the prior express written consent of Cambridge, be entitled to perform any of its obligations through any other company,

purchase Direct Customer, distributor or entity or to assign, mortgage, charge, sub-license or dispose of any of its rights (including Intellectual Property Rights) hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

- 19.3 **Joint venture:** Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal and Direct Customer relationship, or employer and employee relationship between Cambridge and the Direct Customer, and neither Party shall have any right, power or authority to create any obligation express or implied on behalf of the other. The Direct Customer should make it clear in all dealings that it is not acting as an agent for Cambridge.
- 19.4 **Changes to be in writing (not email):** Save for changes made under clauses 2.2.1 to 2.2.4, this Agreement may not be modified except in writing signed by the Parties' duly authorised Representatives.
- 19.5 **No other representation or warranty:** Each Party acknowledges that in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation or warranty or other provision except as expressly provided herein. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 19.6 Cambridge shall have no liability to remedy issues where such issues arise as a result of:
- 19.6.1 any modification of Linguaskill, the Web Application or the Documentation by any person other than Cambridge;
 - 19.6.2 any use of Linguaskill or the Web Application other than in accordance with the Documentation;
 - 19.6.3 the modification or merger of the Web Application, in whole or in part, with any other software or source code;
 - 19.6.4 the use of Linguaskill, or the Web Application at a place other than provided for in this Agreement and except where agreed under the terms and conditions of this Agreement;
 - 19.6.5 the failure by the Linguaskill Direct Customer to implement adequately any recommendations in respect of, or solutions to, faults previously advised by Cambridge;
 - 19.6.6 any repair, adjustment, alteration or modification of Linguaskill, the Web Application or the Documentation by any person other than Cambridge without Cambridge's consent;
 - 19.6.7 the use of Linguaskill or the Web Application for a purpose for which it was not designed; or
 - 19.6.8 the use of Linguaskill or the Web Application on platforms or with programs not supplied by or expressly approved in writing by Cambridge.
- 19.7 **Force majeure:** Neither of the Parties to this Agreement shall be responsible to the other Party for any delay in performance or non-performance due to force majeure (which means for any Party circumstances beyond the reasonable control of that Party including, without limitation, terrorism or Act of God). The affected Party shall, however, promptly upon occurrence of any such causes inform the other Party, stating that such cause has delayed or prevented its performance hereunder. Thereafter such Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the force majeure situation continues for longer than 6 (six) months, Cambridge shall have the option to terminate the Direct Customer's authorisation.

- 19.8 **Rights of third parties:** No person who is not party to this Agreement shall have any right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement. Approval as a Cambridge Direct Customer does not confer the status of legal representative for, or legal Direct Customer of, Cambridge, nor does it give third party rights to those with whom the Direct Customer has entered into a contractual relationship.
- 19.9 **Authority:** Each Party warrants to the other Party that it has full power and authority to enter into this Agreement.
- 19.10 **Waiver:** The failure to exercise, or delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement does not constitute a waiver of any subsequent breach or default in respect of the same or any other term and shall not affect the other terms of this Agreement and a waiver of a breach of any of the terms of this Agreement or of a default under this Agreement shall not prevent a Party from subsequently requiring compliance with any waived obligation.
- 19.11 **Severance:** If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which shall remain in full force and effect.
- 19.12 **Counterparts:** This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when signed either electronically or in wet-ink signature and delivered shall be deemed to be an original but all the counterparts together shall constitute one and the same Agreement.
- 19.13 This Agreement may be executed in counterparts, any one of which when delivered electronically or by hard copy shall be deemed an original, but all of which taken together shall constitute one and the same document.

20 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

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

21 NOTICES

- 21.1 Any notices to be given or served under this Agreement shall be in writing and signed, and deemed adequately served on Cambridge if addressed to the Director Customer Services, and on the Direct Customer if delivered to the address referred to at the beginning of this Agreement, or to any other address which either Party has provided to the other in writing as a substitute.
- 21.2 Any notice served by electronic transmission shall be deemed to have been served on the day following its transmission and any notice served by post shall be deemed to have been served 7 (seven) days after posting.
- 21.3 Any notice, instrument, certificate or other communication given under or in connection with this Agreement shall be in the English language, or accompanied by a certified English translation.

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DocuSign Envelope ID: 28A76A2D-ABF3-49E9-A7D8-A4E6E066B04C	DocuSign Envelope ID: 28A76A2D-ABF3-49E9-A7D8-A4E6E066B04C	Page 23 of 39

If such notice, instrument, certificate or other communication is translated into any other language, the English language text shall prevail.

22 INTERPRETATION

22.1 The Direct Customer has reviewed the terms of this Agreement carefully, and has had the opportunity to take independent legal advice.

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

Signed by:

DocuSigned by:
Paul Colbert
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For and on behalf of

Cambridge University Press & Assessment

Paul Colbert

Managing Director, ELT

Date: 02 May 2023

Signed by:

For and on behalf of

Mangalmay Foundation Trust

Print name: Dr. Geeti Sharma

Position: *DIRECTOR*

Date: *27.04.2023*

Schedule 1: Direct Customer Specific Details

The Chancellor, Masters and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment of The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, UK ("Cambridge");

And

Mangalmay Foundation Trust
(the "**Direct Customer**"), of
Mangalmay Foundation Trust, 9, Knowledge Park-2, Greater Noida
Gautam Buddha Nagar, Uttar Pradesh 201308 India

Company Registration No. 596

Direct Customer Number: IA341

VAT Number including two-letter country prefix code:
(for EU countries only)

Linguaskill contact name	Dr. Geeti Sharma
Currency	means the fee for a test chargeable by Cambridge pursuant to clause 3, which shall be in GBP
Agreed initial purchase order tests for (Please state in words and number)	means One Hundred (100) tests which shall be purchased by the Direct Customer within 30 (thirty) days of the commencement date.
Agreed initial purchase order for courses (Please state in words and number)	means N/A (N/A) Linguaskill Online courses which shall be purchased by the Direct Customer within 30 (thirty) days of the commencement date.
Monthly order limit	means Three Hundred (300) the maximum number of Linguaskill tests that shall be ordered by the Direct Customer in a monthly period.

Linguaskill Direct Customer Agreement	Cambridge University Press & Assessment	Date: 25/02/2021
Customer Services	13, The Triangle Building, Shaftesbury Road, Cambridge CB2 8EA, UK	

1. Test(s), Country(ies) and minimum annual targets

Tests the Direct Customer is approved to offer	Linguaskill General Linguaskill Business		
Country/territories where the Direct Customer is approved to offer the tests	India		
Agreed targets	Year 1	Year 2	Year 3
(Means the minimum number of tests bought in a 12 (twelve) month period. Year 1 is the first year of this Agreement)	300	400	500

2. Courses(s), Country(ies) and minimum annual targets

Courses the Direct Customer is approved to offer	N/A		
Country/territories where the Direct Customer is approved to offer the course	N/A		
Agreed targets	Year 1	Year 2	Year 3
(Means the minimum number of courses bought in a 12 (twelve) month period. Year 1 is the first year of this Agreement)	N/A	N/A	N/A

Schedule additions:

- 1) The territories that the Direct Customer is permitted to sell pursuant the above, are specific to the terms of this Direct Customer Agreement only. Should the Direct Customer hold a Linguaskill Agency Agreement they will be obliged to perform within the confines of the Linguaskill Agreement. The Direct Customer cannot rely on the territory permitted in the Linguaskill Agreement as an addition to the territories conferred within the LSA and vice versa. The Direct Customer must operate strictly to the terms of this Schedule and this Agreement is separate to any other agreement the Direct Customer may have.

3. Special Pricing

	Applicable to country/project	Amount	Valid until
General Reading & Listening	N/A	N/A	19/04/2026
General Writing	N/A	52.35%	
General Speaking	N/A	52.35%	
General 4 Skill Bundle	N/A	N/A	
Business Reading & Listening	N/A	N/A	
Business Writing	N/A	52.35%	
Business Speaking	N/A	52.35%	
Business 4 Skill Bundle	N/A	N/A	

The discount will be applied to the fee that applies at the time of invoicing, subject to clause 6.5.

Signed by:

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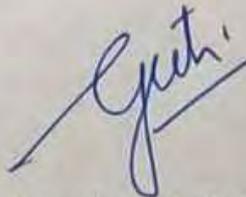
For and on behalf of

Cambridge University Press & Assessment

Paul Colbert

Managing Director, ELT

Date: 02 May 2023

Signed by:


For and on behalf of

Mangalmay Foundation Trust

Print name: Dr. Geeti Sharma

Position: **DIRECTOR**Date: **29.04.2023**

Reference: Linguaskill Direct Customer Agreement

Status/Version: 11

Date: 28/07/2021

Owner: Customer Services

Classification: Linguaskill Direct Customer Use Only

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Schedule 2: Logo Licence Agreement

1 PARTIES

- 1.1 The Chancellor, Masters and Scholars of the University of Cambridge acting through its department Cambridge University Press & Assessment of The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, UK ("Cambridge");
- 1.2 The Direct Customer whose details appear on page 1 of the Direct Customer Agreement ("Licensee").

2 BACKGROUND

- 2.1 The Licensor is the owner of the Logos (as defined below).
- 2.2 By virtue of the Direct Customer Agreement entered into between the Licensor and the Licensee on 02 May 2023 ("the Direct Customer Agreement") the Licensor has permitted the Licensee to use the Logos according to the terms set out below.

3 AGREED TERMS

Interpretation:

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

Definitions:

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

Country: means the country(ies) set out in Schedule 1 where the Direct Customer is approved to offer tests.

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

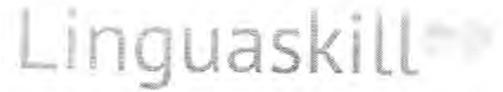
Logo: means the approved logo(s) granted for use by the Direct Customer during the life of this Agreement as set out in Schedule 1;

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

Products: means Cambridge tests and/or Cambridge Teaching Courses which the Direct Customer may use the Marks with, set out in Schedule 1 of the Direct Customer Agreement;

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

Term: means the period of time from the Commencement Date to the Termination Date as



set out in the Direct Customer Agreement;

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

Interpretation:

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

Global Marketing & Insights Director
 Cambridge University Press & Assessment
 The Triangle Building
 Shaftesbury Road
 Cambridge, CB2 8EA

Facsimile: +44 (0)1223 553558

and on the Licensee if delivered to the Direct Customer Exams Manager or Direct Customer Administrator.

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

4 GRANT OF RIGHTS

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

5 APPLICATION OF THE LOGOS

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

6 TITLE, GOODWILL AND REGISTRATIONS

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

7 ASSIGNMENT AND OTHER DEALINGS

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

8 DURATION AND TERMINATION

- 8.1 This Licence shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 15 of the Direct Customer Agreement or this clause 8 until the Termination Date when it shall expire automatically without notice.
- 8.2 Without prejudice to any other right or remedy available or accruing to the Licensor under this Licence or otherwise, the Licensor may terminate this Licence with immediate effect if either (i) the Licensee has materially breached this Licence (and, in case of a remediable breach, has failed to remedy that breach within 30 (thirty) days of the date of service of notice from the Licensor specifying the breach and requiring that it be remedied); or (ii) in accordance with clause 15.1.3 of the Direct Customer Agreement.
- 8.3 The Licensor shall have the right to terminate this Licence at any time on giving the Licensee not less than 30 (thirty) days' written notice of termination.
- 8.4 Upon termination of this Licence however arising, all use of the Marks shall cease immediately.

- 8.5 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Licence which existed at or before the date of termination or expiry.
- 8.6 Any notice given to a party in connection with this Licence shall be in writing and sent to the party at the address given in clause 21 of the Direct Customer Agreement and clause 3.3 of this Licence (Schedule 2).
- 8.7 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

9 VARIATION

- 9.1 Subject to clauses 2.2.1–2.2.4 of the Direct Customer Agreement, no variation of this Licence shall be effective unless it is in writing and signed by the Parties (or their authorised Representatives).

10 LIABILITIES AND INDEMNITIES

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

11 GOVERNING LAW AND JURISDICTION

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



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

Signed by:

Signed by:

DocuSigned by:
Paul Colbert
018777E5D93C48C...

For and on behalf of

For and on behalf of

Cambridge University Press & Assessment

Mangalmay Foundation Trust

Paul Colbert

Print name: Dr. Geeti Sharma

Managing Director, ELT

Position: *DIRECTOR*

Date: 02 May 2023

Date: *27.04.2023*

Schedule 3: Data Sharing Agreement

INTRODUCTION

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

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

1.2 **Agreed Purposes** in order for:

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

Witnessed Line
Signature

Witnessed Line
Signature

Witnessed Line
Signature

Date: 20/07/2021

Date: 20/07/2021

- (j) The Direct Customer to report any incident of malpractice or maladministration or any other irregularity in relation to Assessments;
 - (k) The Direct Customer to forward any request relating to the delivery of Assessments to a Candidate; and
 - (l) The Parties to comply with their legal and regulatory obligations and to assist each other in relation to any exercise by a Candidate of their rights as a data subject
 - (m) Research into the performance of the test and to improve the delivery of the assessment.
- 1.3 **Assessment Services:** any services provided or made available by Cambridge in connection with the participation of Candidates in Assessments delivered under the Linguaskill Agreement;
- 1.4 **Candidate:** an individual registered by an Direct Customer for the purpose of taking a test and any other data subject whose personal data is provided to Cambridge pursuant to the Linguaskill Agreement;
- 1.5 **Controller, processor, data subject, personal data, special category data, processing and appropriate technical and organisational measures:** shall have the meanings ascribed to them in the GDPR (for the avoidance of doubt, the term personal data includes special category data);
- 1.6 **Data Protection Legislation:** means any applicable law relating to the processing, privacy, and use of personal data, as applicable to Cambridge, the Direct Customer and/or the Services, including: (a) in the United Kingdom: the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any laws or regulations implementing Directive 2002/58/EC (ePrivacy Directive); and/or the General Data Protection Regulation (EU) 2016/679 (GDPR); and (b) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority;
- 1.7 **Data Sharing:** the transfer of the Shared Personal Data;
- 1.8 **Effective Date:** the date of the Linguaskill Agreement;
- 1.9 **Permitted Recipients:** the Parties, the employees of each Party; the individuals and organisations that represent, or provide services to, or on behalf of, each Party, including Sub-centres and Venues; the Direct Customer Clients; the affiliated businesses or organisations of each Party and those owned by each Party; and, in the case of Cambridge the following: any examiners engaged to perform obligations in connection with Assessments; the Universities and Colleges Admissions Service, any university, college or other educational establishment, and any other organisation (including other awarding organisations, Ofqual, businesses and governmental or other public bodies);
- 1.10 **Shared Personal Data:** any personal data shared between the Parties in connection with the Linguaskill Agreement for the Agreed Purposes;
- 1.11 **Standard Contractual Clauses:** standard contractual clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) as approved by the Commission of the European Communities in Decision (2004/915/EC) and attached to the Linguaskill Agreement as Schedule 4.
- 1.12 **In this Data Sharing Agreement unless the context otherwise requires:**

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

2. STATUS OF THIS DATA SHARING AGREEMENT

- 2.1 This Data Sharing Agreement shall be incorporated as Schedule 3 of the Linguaskill Agreement signed between the Parties, and clauses 11.1, 11.2, 11.3, 11.4, 11.5.1 – 11.5.3 and 11.6 of the Linguaskill Agreement are hereby deleted.
- 2.2 This Data Sharing Agreement governs the Data Sharing and is the only basis upon which Cambridge will accept personal data from the Direct Customer in relation to the Linguaskill Agreement.
- 2.3 This Data Sharing Agreement is intended to be legally binding and shall prevail over all other agreements, arrangements and understandings between the Parties relating to the Data Sharing, whether made before or after the date of this Data Sharing Agreement and notwithstanding any wording to the contrary in such agreements, arrangements and understandings between the Parties.
- 2.4 Any agreements, arrangements and understandings between the Parties which are unrelated to the Data Sharing, or which are related to the Data Sharing but do not conflict with the provisions of this Data Sharing Agreement, shall continue in full force and effect notwithstanding this Data Sharing Agreement.
- 2.5 This Data Sharing Agreement shall be deemed to have commenced on the Effective Date and shall continue in full force and effect until it is terminated by mutual agreement between the Parties.

3. PROVISION OF INFORMATION TO CANDIDATES

- 3.1 Each Party shall be responsible for ensuring that appropriate privacy notices and/or policies are communicated to Candidates or prospective Candidates that explain how their personal data will be processed in line with each Party's transparency obligations under Data Protection Legislation. Without prejudice to the foregoing, each Party shall ensure that it is transparent about the Agreed Purposes and that it is entitled to share the Shared Personal Data with the other Party.

4. DATA PROTECTION COMPLIANCE

4.1 The Parties acknowledge that each Party may disclose or make available to the other Party personal data for the Agreed Purposes. Each Party is a data controller in respect of the personal data that it discloses or makes available to the other Party and will process that personal data as separate and independent data controllers in accordance with the terms of this Data Sharing Agreement. Each Party shall be independently responsible for complying with the obligations imposed on a data controller under the Data Protection Legislation. Any material breach of the Data Protection Legislation by a Party in connection with the Data Sharing shall constitute a material breach of the Linguaskill Agreement.

4.2 Without prejudice to any other term of this Data Sharing Agreement, the Direct Customer shall:

- (a) Ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Data Sharing Agreement;
- (b) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes; and
- (c) give full information to any Candidate whose personal data may be processed under this Data Sharing Agreement of the nature of such processing.

4.3 The Parties shall:

- (a) process the Shared Personal Data only for the Agreed Purposes;
- (b) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (c) ensure that 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;
- (d) not transfer any personal data outside the UK or the EEA otherwise than in compliance with the Data Protection Legislation;
- (e) be bound by the Standard Contractual Clauses in the event that the Direct Customer receives, or otherwise has access to, Shared personal Data outside the UK or the EEA.

5. COOPERATION BETWEEN THE PARTIES

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

- (a) consult with the other Party and co-operate in good faith in relation to any notices given to data subjects in relation to the Shared Personal Data;
- (b) inform the other Party within 48 hours 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 within 48 hours about the receipt of a complaint or subject access request from any data subject regarding the transfer of any Shared Personal Data under the Linguaskill Agreement;

- (d) provide the other Party with reasonable assistance in complying with any data subject access request. For the avoidance of doubt, a subject access request made to one Party in its capacity as data controller shall not oblige the other Party to disclose any personal data it holds independently in its capacity as a data controller;
- (e) if legally required inform the other Party without delay if a data subject requests the erasure of any Shared Personal Data. For the avoidance of doubt, where one Party is obliged to erase any Shared Personal Data, the other Party shall not be obliged to erase the same Shared Personal Data if that other Party may lawfully continue to hold and process such Shared Personal Data;
- (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 5; and
- (g) provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach.

6. GENERAL

- 6.1 Any notice given in connection with this Data Sharing Agreement shall be in writing and delivered by hand, pre-paid first class post or courier (using an internationally recognised courier company) to the registered office of the other Party or to such other address subsequently notified in writing by the other Party for such purpose.
- 6.2 No Party may assign, novate, sub-contract, charge or otherwise transfer any or all of its rights and/or obligations under this Data Sharing Agreement without the prior written consent of the other Party.
- 6.3 If any provision of this Data Sharing Agreement is held to be void, illegal or otherwise unenforceable by a court of competent jurisdiction then the relevant provision will be deemed deleted and the remaining provisions of this Data Sharing Agreement will remain in full force and effect.
- 6.4 No variation or amendment of this Data Sharing Agreement will be effective unless it is made in writing and signed on behalf of each Party.
- 6.5 No person other than a Party has any rights under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any terms of this Data Sharing Agreement.
- 6.6 If there is a conflict between this Data Sharing Agreement and any other agreements (including the Linguaskill Agreement) between the Parties relating to the Shared Personal Data this Data Sharing Agreement will take precedence.
- 6.7 The validity, construction and performance of this Data Sharing Agreement shall be governed by English law.
- 6.8 The Parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Data Sharing Agreement or its subject matter or formation.

7. Auto marking and data subject rights

Licence: Linguaskill Owned Customer Licensee:	Licensee:	Date: 23/07/2021
Licensee:	Licensee:	Date: 27/07/21

Linguaskill

- 7.1 The Parties agree that the Linguaskill product will be supported by auto marking processes and this will be carried out by Cambridge. .
- 7.2 The Parties accept that they may each be required under Data Protection Legislation to offer Candidates the opportunity to request a review and/or remarking of their automated Test results.
- 7.3 The Direct Customer accepts that if any Candidate seeks a review and/or remarking of their automated Test result and Cambridge is prepared to effect that review and/or remarking the Direct Customer shall refer that Candidate to Cambridge. Cambridge will be entitled to charge the Direct Customer a reasonable fee for each Candidate whose automated Test result is reviewed and/or remarked. The Parties shall agree an efficient procedure for such referrals that will have to be set up to ensure ease of access for Candidates.
- 7.4 When a Candidate submits a written request to Cambridge in respect of Shared Personal Data, Cambridge shall, if the request is for a review and/or remarking of their automated Test result follow the procedure agreed between the Parties pursuant to clause 7.3, and, in every other case, Cambridge shall as soon as reasonably practicable inform the Direct Customer of such request and provide the Candidate with the Direct Customer's name and address for further enquiries.
- 7.5 It is acknowledged that irrespective of the arrangements referred to in clauses 7.3 and 7.4 Candidates may exercise their rights under Data Protection Legislation in respect of and as against each of the Parties as data controllers.

Signed by:

DocuSigned by:

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For and on behalf of

Cambridge University Press & Assessment

Paul Colbert

Managing Director, ELT

Date: 02 May 2023

Signed by:



For and on behalf of

Mangalmay Foundation Trust

Print name: Dr. Geeti Sharma

Position: DIRECTOR

Date: 27.04.2023



Schedule 4: Linguaskill Agreement Logo Addendum

1 WE ADMINISTER LINGUASKILL LOGO

The we administer Linguaskill logo demonstrates that you are approved to deliver Linguaskill. Do not alter, extract or use any part of this logo on its own and always use the logo exactly as provided. The logo is provided in different formats; please use the format most appropriate for its purpose.

We proudly administer



from Cambridge

2 LINGUASKILL LOGO GUIDELINES

2.1 For all rules and regulations surrounding the use of the Linguaskill logo depicted above, please refer to the official Logo Guidelines for Linguaskill.

Signed by:

DocuSigned by:
Paul Colbert
018777E5D93C48C...

For and on behalf of

Cambridge University Press & Assessment

Paul Colbert

Managing Director, ELT

Date: 02 May 2023

Signed by:

Geeti

For and on behalf of

Mangalmay Foundation Trust

Print name: Dr. Geeti Sharma

Position: *DIRECTOR*

Date: *27.04.2023*