



Becoming a Cambridge International School

Step 4: School approval

Mrs Rashima Vaid Varma
Head of Centre
Prometheus School
I-7 Jaypee Wish Town
Sector 131
Noida
Uttar Pradesh 201304
India

15 July 2020

Dear Mrs Varma

Cambridge International School number – IA659
Cambridge International School name – Prometheus School

Confirmation of approval as a Cambridge International School

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

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

Please use your school number in all communications with Cambridge Assessment International Education. Following completion of the process, your school will be approved to offer:

- **Cambridge Lower Secondary with Cambridge Lower Secondary Checkpoint**
- **Cambridge International General Certificate of Secondary Education (IGCSE)**
- **Cambridge International Advanced Subsidiary Level and Advanced Level (AS/A Level)**
- **Cambridge Ordinary Level (O Level)**

As the remote school approval visit does not provide sufficient information or evidence of secure storage arrangements or science facilities, a subsequent full physical visit will be required. For further information regarding secure storage please see Section 4.4 of the [Cambridge Handbook 2020 - International](#)

Until the full physical visit has taken place and evidence is received, it will not be possible for you to make entries.

As our approval visit report also stated that your school does not have the necessary Practical Science facilities and wishes to offer the Alternative to Practical option for Science.

Should you wish to gain approval to offer Practical Science in the future, please ensure that the necessary requirements are met before requesting authorisation from Cambridge International. Should you require further guidance, please note our public website includes a Help section, where schools can find answers to frequently asked questions. Please go to <https://help.cambridgeinternational.org> and search 'Planning Practical Science'.



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

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

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

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

No Objection Certificate

As you are aware, evidence of government permission to offer an international curriculum is a requirement for Cambridge International Schools. As agreed in your signed self-declaration statement, we are providing approval on the proviso that NOC documentation is provided to us within one year from the date of this letter. Failure to provide this will result in the withdrawal of your status as a Cambridge International School.

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

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

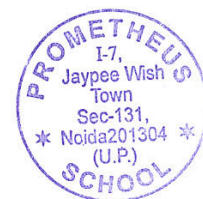
By signing the letter, you confirm that you are authorised to bind Prometheus School, have read and accepted our standard terms of school registration, and that on behalf of Prometheus School you agree that it be bound by these terms and conditions.

Yours sincerely



Jon Algar

School Approval Manager



Authorised signatories for and on behalf of Prometheus School

Signatory one:

Name: MUKESH SHARMA

Position in the school: SCHOOL DIRECTOR

Signature: M Sharma

Date: 16.07.2020

Signatory two:

Name: RASHIMA V VARMA

Position in the school: SECONDARY PRINCIPAL

Signature: Rashima V. Varma

Date: 16.07.2020

1 Length of Agreement

- 1.1 The agreement between the School and Cambridge (the “**Agreement**”) will come into effect on the Commencement Date.
- 1.2 The Agreement will continue until and including the first 30th of September after the Commencement Date (the “**Initial Term**”) whereupon, subject to Clause 1.4, it shall continue thereafter for a further period of twelve (12) months from the 1st of October in that and each subsequent year, unless terminated earlier in accordance with Clause 12. Each subsequent year following the Initial Term shall constitute a separate term (the “**Extended Term**”) and separate agreement.
- 1.3 Cambridge may, at its sole discretion, issue new Cambridge Standard Terms of School Registration at the commencement of each Extended Term, which shall become the governing terms of this Agreement. The School shall be entitled to reject the new Agreement by written notice to Cambridge within thirty (30) days of the commencement of that Extended Term, and this Agreement shall terminate immediately upon receipt of such notice. Should Cambridge not receive any such written notice within thirty (30) days of the commencement of that Extended Term, the new amendments shall be deemed accepted.
- 1.4 For the avoidance of doubt, if the School fails to meet the registration quality standards for a School, as may be defined by Cambridge from time to time, Cambridge may at its discretion choose either not to renew at the inception of each renewal or to terminate earlier in accordance with Clause 12.
- 1.5 This Agreement contains the entire agreement between the School and Cambridge and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, and that the provisions of the following documents, as may be amended from time to time without notice, are hereby fully incorporated into and form part of the Agreement: terms of this Agreement (the “**Terms**”) are the terms contained in this document as well as the terms contained in the following documents, as amended from time to time by Cambridge:
 - 1.5.1 the Handbook;
 - 1.5.2 the relevant Fees List; and,
 - 1.5.3 such other regulations, policies, notices and emails as issued by Cambridge from time to time.
- 1.6 If for any reason Cambridge has not issued the School with any of the documents listed in Clause 1.5, the School must contact Cambridge immediately for a replacement.
- 1.7 Each party agrees that it shall have no remedies in respect of any statement,



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

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

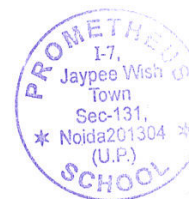
2 Obligations of the School

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

2.2 The School will:

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

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



- 2.2.3 obey Cambridge's reasonable instruction in particular in relation to security arrangements relating to Assessments and the administration of Assessments generally;
- 2.2.4 not engage in any conduct which, in the opinion of Cambridge is or could be prejudicial to the business or marketing of Cambridge's products and services;
- 2.2.5 obtain and keep in place the relevant licenses and permissions necessary in the country and region in which the School is located in order to perform its obligations under the Agreement; and,
- 2.2.6 comply with all laws, statutes, and regulations of a governmental nature applicable in the country and region in which the School is located relating to the operation of the School and the administration of the Assessments; and
- 2.2.7 comply with all policies as issued by Cambridge from time to time, including without limitation any policies on data protection, child protection, health and safety and fire safety.
- 2.3 The School is not entitled to offer the Syllabuses or the Assessments to any third party directly or through any sales agent, school, sub-licensee or third party.
- 2.4 In the event of a breach of Clause 2.3, Cambridge will have, without prejudice to any other right or remedy available to it in law or in equity, the right to treat this as a material breach incapable of remedy for the purposes of Clause 12.2.
- 2.5 The School will provide Cambridge with a full list of all the School's Premises within fourteen (14) days of the Commencement Date and will not be entitled to offer the Syllabuses or the Assessments at any other location without Cambridge's prior written permission.
- 2.6 The School acknowledges that Cambridge shall list the School and the approved School's Premises as a Cambridge International School on Cambridge's external website, to enable prospective parents to view all approved Cambridge Schools.
- 2.7 The School will supply Cambridge and its Representatives with such information and support as may be reasonably required by Cambridge, and without cost to Cambridge, and allow Cambridge and its Representatives to audit and inspect extracts of the records and files of the School in such manner as Cambridge sees fit for the purpose of ensuring the School is complying with its obligations under the Agreement.
- 2.8 The School will permit Cambridge and its Representatives to enter and conduct inspections in accordance with the Handbook.
- 2.9 In the event that the School withdraws from its role in delivering an Assessment, the School shall take all reasonable steps to protect the interests of Learners.

3 Rights and Obligations of Cambridge

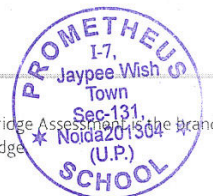
- 3.1 Cambridge will provide the Services for the duration of the Agreement in

accordance with the terms of the Agreement.

- 3.2 Cambridge may list details of the School (including the School's full name and the physical address at all of the School's Premises) on Cambridge's external website. The list shall contain details of all Cambridge International Schools registered with Cambridge from time to time.
- 3.3 Cambridge will be entitled at its absolute discretion, and without liability to the School, to alter the form, style, content or substance of the Syllabuses, Assessments, Qualifications and Certificates.
- 3.4 Cambridge will be entitled at its sole discretion and at any time to alter the any of the documents set out in Clause 1.5.
- 3.5 Cambridge shall benefit from the rights set out in this Agreement, and in particular those rights set out in the Handbook.

4 Payment

- 4.1 The School will pay the Fees to Cambridge in accordance with this Clause 4.
- 4.2 The School shall pay:
 - 4.2.1 any registration programme fee as specified in the Confirmation Letter, on a non-refundable basis;
 - 4.2.2 an annual programme renewal fee as specified in the Fees List, on a non-refundable basis;
 - 4.2.3 any additional services purchased through any password-protected Cambridge website; and
 - 4.2.4 any fees in respect of any invoices that Cambridge issues to the School from time to time, in accordance with the terms of the invoice.
- 4.3 The School agrees to pay all invoices from Cambridge by the due date identified on the invoice unless no such date is stated on the invoice, in which case, the School shall pay the invoice within twenty eight (28) days of the invoice date.
- 4.4 The Fees List may be published by Cambridge on CIE Direct, emailed to the School or provided in hard copy. In all cases, this will be deemed sufficient notice to the School of the Fees contained in the Fees List.
- 4.5 If the School fails to pay any sum due by the due date then Cambridge will be entitled, without prejudice to any other right or remedy it may have, to:
 - 4.5.1 cancel or suspend the delivery of the Services, provided Cambridge will have given fourteen (14) days written notice thereof; and,
 - 4.5.2 charge the School interest at a rate of eight per cent (8%) above the Bank of England's base rate per annum from time to time, payable daily from the date payment was due until payment is made; or

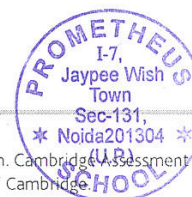


- 4.5.3 terminate the Agreement.
- 4.6 The School will make all payments, by electronic or telegraphic transfer to such bank account as may be notified by Cambridge to the School from time to time.
- 4.7 The parties agree that the School will bear all costs that are due or payable to any national, provincial or municipal authority in relation to the Agreement.
- 4.8 Each payment payable to Cambridge hereunder will be paid by the School without any right of set-off or deduction for any Taxes.
- 4.9 In the event that the School is obliged to withhold any part of the sums due to Cambridge, including but not exclusively for tax, the amount of the payment due to Cambridge will be increased such that the sum received by Cambridge will be that which it would have received had there been no such withholding.
- 4.10 Notwithstanding Clauses 4.8 and 4.9, the School will:
- 4.10.1 remit to the appropriate tax authorities, in a timely manner, all Taxes required to be withheld from payment to Cambridge; and,
- 4.10.2 provide Cambridge with an official receipt issued by such authorities for payment of such Taxes within twenty eight days (28) days of such payment.
- 4.11 For the avoidance of doubt, any delay (regardless of how long) by Cambridge in issuing any invoice to the School will not limit or extinguish Cambridge's right against the School to recover any unpaid Fees or other charges due to Cambridge.

5 Data Protection

- 5.1 Each party undertakes that it will comply with the United Kingdom Data Protection Act 1998, 2018 and the General Data Protection Regulations (EU) 2016/679 (together, the "**Data Protection Legislation**") in the processing of "**Personal Data**" and "**Sensitive Personal Data**" each as defined in the Data Protection Legislation, insofar as such processing is necessary pursuant to the Agreement and in particular, will comply with the provisions regarding data protection contained within the Handbook.
- 5.2 The School will fully co-operate and provide all assistance reasonably requested by Cambridge in order to enable Cambridge to respond to any request for access to personal information under the Data Protection Legislation within the timescales in the Data Protection Legislation. The obligations in this Clause will continue following termination of this Agreement however caused.
- 5.3 Cambridge is entitled to terminate this Agreement on notice if the School breaches any provision in this Clause.
- 5.4 The provisions of this Clause survive termination or expiry of this Agreement.

6 Marketing of the Syllabuses and Assessments



- 6.1 The School may promote and market the Syllabuses and the Assessments in the country in which the School is located according to the terms set out in the Handbook as amended from time to time or in such manner as Cambridge may reasonably agree.
- 6.2 In connection with the promotion and marketing of the Syllabuses and the Assessments, the School will:
- 6.2.1 make clear, in all its dealings, and in particular with parents, Learners and prospective Learners, its relationship with Cambridge, including that the School is not acting as an agent for Cambridge;
- 6.2.2 provide Cambridge with copies of updates to any promotional materials containing reference to Cambridge or the Assessments (with accompanying English translation where the materials are created in any other language) prior to use;
- 6.2.3 limit any promotional material containing reference to Cambridge or the Assessments to those Qualifications specified and authorised by Cambridge for the School to offer; and
- 6.2.4 ensure that all such promotion and marketing complies with this Clause 6.

7 Publicity and Branding

- 7.1 The School and its Staff shall not, other than in accordance with the Handbook or otherwise without the prior written consent of Cambridge, use Cambridge's name or brand in any promotion or marketing or announcement or the endorsement of the Services.
- 7.2 In the event of a breach of this Clause 7, Cambridge will have, without prejudice to any other right or remedy available to it in law or in equity, the right to treat this as a material breach incapable of remedy for the purposes of Clause 12.2.1

8 Intellectual Property

- 8.1 The School acknowledges and agrees that all Intellectual Property Rights in the Syllabuses, Assessments, Certificates, Courses, Qualifications, Materials and any other data or other documents or information produced or owned by Cambridge are and will remain vested in Cambridge.
- 8.2 The School may not reproduce the Assessments, Syllabuses or Materials except as specifically authorised by Cambridge.
- 8.3 The School acknowledges and agrees that the licence to use Cambridge Intellectual Property Rights as set out in the Handbook is limited to the programmes and Qualifications specified in the Confirmation Letter and for no other purpose.
- 8.4 The School acknowledges and agrees that the word "Cambridge" in the context of education is synonymous and associated with Cambridge International



Examinations and its parent undertaking, namely UCLES, and the University of Cambridge, and that by entering into the Agreement, the School expressly and specifically assigns any interest it has or may have in the word or use of "Cambridge" to Cambridge.

- 8.5 The School will not use Cambridge's Intellectual Property Rights or the Cambridge Marks generally, other than as expressly provided in the Handbook.
- 8.6 In the event that the School fails to comply with this Clause 8, Cambridge may terminate the Agreement by notice in writing with immediate effect and may at its option, seek injunctive relief or damages.

9 Confidentiality

- 9.1 All Confidential Information will remain the property of Cambridge. The School shall return all Confidential Information to Cambridge at expiration or termination of this Agreement, together with all copies and translations thereof.
- 9.2 The School will not during the duration of the Agreement nor thereafter disclose or use any Confidential Information save to the extent as may be reasonably necessary for the fulfilment of its duties and obligations under the Agreement or as may be required by law.
- 9.3 The School will not, either from the date of the Agreement and any time thereafter, divulge or communicate or permit to be disclosed or communicated to any unauthorised person, company, business entity, the media/social media or any other organisation or person, any aspect of any complaint, investigation or corrective action involving or taken by Cambridge or any other Confidential Information.

10 Freedom of Information

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

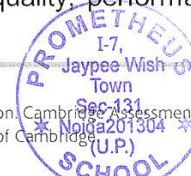
11 Indemnity and Liability

- 11.1 The School shall indemnify and keep indemnified Cambridge from and against all claims, demands, actions and proceedings made or brought against Cambridge and all damages, losses (including loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), expenses, liabilities, judgements, settlements, damages and costs (including interest, penalties and legal and other professional costs and expenses) whether or not foreseeable at the date of entering into this Agreement incurred or suffered by Cambridge as a direct or indirect result of any



act or omission of, negligence of or breach of the Agreement by the School or its or their Representatives.

- 11.2 The School shall be solely responsible for ensuring it fully complies with any and all requirements of any applicable national, regional or municipal regulation, legislation and procedure regarding all matters concerning this Agreement and Cambridge shall in no way be held liable for breaches by the School of any such requirements and, in any case, the School agrees irrevocably and unconditionally to indemnify Cambridge in full and on demand and keep Cambridge so indemnified in respect of all consequences of the School's non-compliance with any such requirements.
- 11.3 Should the School fail to comply with the requirements of Clause 11.2 Cambridge has the right to immediately terminate this Agreement.
- 11.4 Cambridge shall not be liable to the School for:
- 11.4.1 any direct and unforeseen;
 - 11.4.2 loss of profit;
 - 11.4.3 loss of data;
 - 11.4.4 loss or reduction of anticipated savings;
 - 11.4.5 loss of or damage to goodwill;
 - 11.4.6 loss of or damage to reputation; or
 - 11.4.7 loss or restriction of opportunity; or
 - 11.4.8 any consequential or indirect loss or damage, costs or expenses whatsoever, howsoever arising out of or in connection with this Agreement,
- which is suffered or incurred by the School as a result of any breach by Cambridge of the terms of this Agreement.
- 11.5 Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury caused by negligence, fraudulent misrepresentation or in other circumstances where liability may not be so limited by law.
- 11.6 The total liability of Cambridge to the School under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the sum of £10,000.
- 11.7 The payments due under this Agreement have been negotiated and agreed on the basis that Cambridge may limit its liability to the School as set out in this Agreement and the School confirms that it shall itself bear or insure against any loss for which Cambridge has limited its liability under this Agreement.
- 11.8 Except as set out in this Agreement, all warranties, conditions, terms and undertakings, express or implied, whether by statute, common law, custom, trade or usage, course of dealings or otherwise, including as to quality, performance or



fitness or suitability for purpose, in respect of any service to be provided by Cambridge under this Agreement are excluded to the fullest extent permitted by law.

12 Termination

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

;

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

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

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

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

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

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

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

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

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

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

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

otherwise fails to act in accordance with the Handbook;

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

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

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

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

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

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

13 Consequences of Termination

13.1 Upon termination of the Agreement for any reason:

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

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

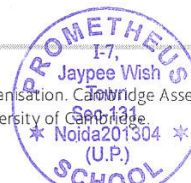
13.1.3 any Clauses which expressly or by implication have effect after termination will continue in full force and effect, including Clauses 2.2.3, 6, 7, 8, 9, 10, 11 and 13;

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

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

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

13.2 The School will not make any attempt to register Entries after either party has



given written notice of termination of the Agreement, including for the avoidance of doubt, notice of termination under Clause 12.3.

14 Changes to the Agreement

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

15 General

15.1 Neither party shall at any time during the term of this Agreement and for a period of twelve (12) months following expiry or termination solicit or entice away from the other party, or employ or attempt to employ any person engaged as an employee of the other party in the provision of the services set out in this Agreement without the other party's prior written consent.

15.2 The School shall:

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

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

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

15.2.4 promptly report to Cambridge any request or demand for any undue financial or other advantage of any kind received by the School in connection with the performance of this Agreement,

and breach of this Clause 15.2 shall be deemed a material breach incapable of remedy under Clause 12.2.1.

15.3 The School will not be entitled to perform any of its obligations through any other company or entity or to assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

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

15.5 If either party is affected by Force Majeure it will notify the other party immediately of the nature and extent of the Force Majeure and neither party will be deemed to be in breach of the Agreement by reason of any delay in performance, or non-

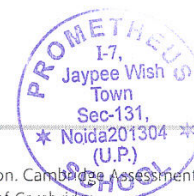


performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure notified the other party, and the time for performance of that obligations will be extended accordingly. Should the Force Majeure event continue in excess of thirty (30) consecutive or cumulative days, either party may terminate with immediate effect.

- 15.6 The Agreement supersedes all previous agreements and understandings between the parties with respect to its subject and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 15.7 Each party acknowledges that in entering into the 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 the Agreement purports to exclude liability for any fraudulent statement or act.
- 15.8 Nothing contained in the Agreement will be construed to imply a partnership, or employer and employee or principal and agent relationship between the parties and neither party will have any right, power or authority to create any obligations, express or implied on behalf of the other.
- 15.9 No person who is not party to the Agreement will have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 15.10 Each party warrants to the other party that it has full power and authority to enter into the Agreement.
- 15.11 A party's failure to exercise or delay in exercising a right or remedy provided by the 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 the Agreement or of a default under the Agreement does not constitute a waiver of any other breach or default and will not affect the other terms of the Agreement and a waiver of a breach of any of the terms of the Agreement or of a default under the Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.
- 15.12 If any provision of the Agreement will be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will to that extent be severed from the Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of the Agreement which will remain in full force and effect.

16 Law and Jurisdiction

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



17 Notices

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

The Chief Executive,
Cambridge Assessment International Education,
The Triangle Building,

Shaftesbury Road,
Cambridge,
CB2 8EA
United Kingdom

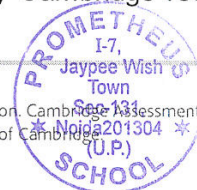
and on the School if delivered to the person who signs the Confirmation Letter or any replacement advised to Cambridge in accordance with Clause 17.2.

- 17.2 The School will notify Cambridge within fourteen (14) days of any replacement of the person who signed the Confirmation Letter by the School or any subsequent replacements.
- 17.3 Any notice will be deemed to have been received seven (7) days from the date of provision to the courier.

18 Definitions

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

“£”	means UK pounds Sterling;
“Assessments”	means the method used to evaluate a learner’s performance in relation to a Qualification;
“Cambridge”	means Cambridge Assessment International Education;
“Cambridge Marks”	means any trademark, registered mark or design or any other identifier that is identified with Cambridge, University of Cambridge, University of Cambridge Local Examination Syndicate or Cambridge Assessment including “Cambridge international”, “CAIE”, “Cambridge Assessment International Education”, “CIE”, “Cambridge International Examinations”, “University of Cambridge Local Examinations Syndicate”, “UCLES”, the “University of Cambridge” and “Cambridge”;
“Centre”	will be read as meaning the same as “School” when reading any documents that are produced by Cambridge, including those that form part of the Agreement;
“Certificate”	means the document produced by Cambridge recording



the achievement by a Learner of having successfully completed the respective Assessments for a Qualification;

“Commencement Date” means the date that Cambridge receives cleared funds in its bank account for the payment of the registration programme fee from the School;

“Confidential Information” means any information which has been designated as confidential by Cambridge or that ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, contractors and suppliers of Cambridge and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;

“Confirmation Letter” means the letter identified on its face as such which is sent by Cambridge to the School confirming that the School’s registration application has been successful;

“Entry” means a Learner submitted for a Qualification;

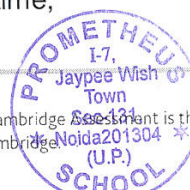
“Extended Term” means each separate period following the Initial Term that runs from 1 October to 30 September each year and for the entirety of the year unless terminated earlier in accordance with these terms;

“Fees” means sums payable by the School to Cambridge for the provision of the Services and that will be described in the Fees List;

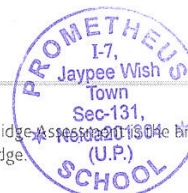
“Fees List” means the list of Fees applicable to the School as provided by Cambridge and amended from time to time;

“Force Majeure” means, in relation to either party, any circumstance beyond the reasonable control of that party including (insofar as beyond such control but without prejudice to the generality of the foregoing expression), without limitation any strike, lock-out or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or Act of God;

“Handbook” means the Cambridge publication entitled “Cambridge Handbook”, which sets out the rules for administering Cambridge Qualifications and Assessments and the obligations between Cambridge and schools, as amended by Cambridge from time to time;



“Intellectual Property Rights”	means all intellectual property rights throughout the world for the full term of the rights concerned, including, in the case of Cambridge, the Cambridge Marks, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered designs, trade marks (including business and brand names, domain names, devices and logos) and the right to apply for any of the foregoing anywhere in the world;
“Learner”	means a candidate for a qualification entered through a School;
“Materials”	means any administrative materials produced by Cambridge in printed or electronic form, relating to the Syllabuses, Modules or Assessments;
“Module”	means a component part of a Qualification;
“Qualification”	means a qualification offered by Cambridge to the School so that the School to may offer them to Learners at the School;
“Representative”	means any agent, officer, employee (whether full- or part-time, permanent, temporary or casual), professional advisor or sub-contractor;
“School”	refers to the school that has signed the Confirmation Letter and will be read as meaning the same as Centre when reading any documents produced by Cambridge that refer to a Centre;
“School’s Premises”	means premises available to the School, and which are used for the purposes of examination administration;
“Series”	means a group of examinations in the same range with the same closing date for entries;
“Services”	means those services provided by Cambridge to Schools as described in the Cambridge Handbook and made available to the School; on a Cambridge password-protected website;
“Staff”	means all employees, officers, agents, advisors or contractors of the School;
“Syllabuses”	means the curriculum content prepared by Cambridge which comprise the Qualifications;



“Taxes” means withholding or other taxes, duties or other amounts.

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

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

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

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

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

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

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

19 Language

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

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

