
Trinity College London

and

Istituto Paritario Arangio Ruiz

(Centre Name)

Registered Exam Centre Number: 68363

REGISTERED EXAM CENTRE AGREEMENT FOR ITALIAN STATE AND PARITARIE SCHOOLS

THIS AGREEMENT is made BETWEEN:

- (1) **Trinity College London** (company registration no 2683033), a registered charity in England and Wales (charity no. 1014792) and Scotland (charity no. SC049143) whose registered office is at the Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom, and its successors and permitted assigns ('Trinity', 'we', 'our', 'us'); and
- (2) **Name of organisation** (as it appears on official company documentation):
Istituto Paritario Arangio Ruiz
Trinity College London centre registration number: 68363
(**'Registered Exam Centre', 'centre', 'you', 'your', 'your school'**).

BACKGROUND

Trinity is a leading international awarding organisation providing regulated qualifications in the English language and in a range of disciplines in the performing arts. You wish to become a Registered Exam Centre to host Trinity exams.

1. REGISTRATION

- 1.1 Subject to the terms of this Agreement, your centre is registered to offer the following Trinity exams. You may register for additional subject areas in accordance with our application procedure:

[all Language exams granted at once, so exam 1 line can become 'Language' as populated by the csv file, instead of setting it GESE, ISE, etc. separately]

ESOL Graded Examinations in Spoken English (GESE) Qualifications

ISE Integrated Skills in English

2. OUR COMMITMENT

- 2.1 Following signature of this Agreement, Trinity will provide you with a Registered Exam Centre logo, access to a user account on our centre portal, and a registration pack containing information and instructions about our exams.
- 2.2 We will assess candidates enrolled by you onto Trinity exams, notify you of their results and issue exam certificates for the successful candidates.

3. REGISTERED EXAM CENTRE RESPONSIBILITIES

- 3.1 You will carry out the exam duties set out at schedule 1 to the highest standards of customer care and best academic practice, in accordance with Trinity's policies and procedures notified to you from time to time, and subject to all applicable laws and regulatory requirements.
- 3.2 You will ensure that you will only register candidates for a Trinity exam whom you reasonably expect to complete their chosen qualification.
- 3.3 You will ensure that the venues where the exams are conducted meet our venue requirements as specified by Trinity from time to time.
- 3.4 You must inform us promptly of any material changes to information that you have supplied to us, including to your organisation's official details, venue location or key contacts.
- 3.5 You will make available at all times sufficient, appropriately qualified staff and managerial and other resources for the effective and efficient delivery of the exams.

- 3.6 You will adhere to conditions imposed on us by regulatory bodies relevant to the Trinity exams you offer.
- 3.7 If you decide to withdraw from the delivery of Trinity exams after you have enrolled candidates, you will take reasonable steps to protect their interests and give them clear information as to how they may be affected.

4. EXAM BOOKING TERMS AND CONDITIONS

- 4.1 Trinity publishes its exam fees for centres periodically. You may set your own candidates' exam charges and tuition fees (if applicable) at your sole discretion. Your booking will be secured once we have confirmed that the exam may go ahead and you have paid in full all of the applicable fees due to Trinity prior to the exam closing date and (unless agreed with us in advance or required under tax law) without any set-off, discount, counter-claim, deduction or withholding.
- 4.2 You will be entitled to retain a fee for handling candidate enrolments equal to 10% (inclusive of VAT) of the aggregate gross entry fees payable to Trinity.
- 4.3 However, you are not entitled to retain this fee for handling the enrolment of candidates for Trinity exams for which Trinity charges a special, reduced entry fee.
- 4.4 Any booking requiring an examiner visit will be subject to a minimum booking fee and any booking requested after the exam closing date will incur a late exam booking fee.
- 4.5 You acknowledge and agree that Trinity may, in its sole discretion, cancel examiner visits in your area for reasons of force majeure or any perceived threat to candidate or examiner safety.

5. DATA MANAGEMENT, SECURITY AND CONFIDENTIALITY

- 5.1 The parties acknowledge and agree that, for the purposes of data protection laws, each party shall be the data controller in respect of any personal data relating to candidates and potential candidates exchanged between the parties pursuant to this contract.
- 5.2 Each party shall ensure that it complies with the applicable data protection laws at all times.
- 5.3 You must ensure that you have informed your candidates and, unless another lawful ground is available, obtained their consent for Trinity's processing of their personal data for examinations, moderation, research and training purposes, and for the transfer of the candidates' personal data from Trinity to you in connection with this contract.
- 5.4 You must keep candidate information (including personal data) accurate and up to date and notify Trinity promptly of any changes to such information.
- 5.5 Each party agrees to provide the other party with such reasonable cooperation and assistance as is necessary to enable the other party to comply with its obligations as the data controller in respect of any personal data of candidates, including to enable the other party to comply with the candidates' and/or potential candidates' rights in respect of their personal data and to respond to any other queries or complaints from the candidates and/or potential candidates.
- 5.6 You must implement appropriate technical and organisational measures to protect personal data against a data security breach.
- 5.7 Each party agrees that it shall have in place its own policies that must be followed in the event of a data security breach, taking into account the applicable data protection laws and any associated guidance. Each party agrees to provide to the other reasonable assistance as is necessary to facilitate the handling of any data security breach in an expeditious and compliant manner.
- 5.8 In the event the performance of Trinity's obligations under or in connection with this contract requires the transfer of personal data to you, to a location outside of the European Economic Area, you will, upon Trinity's request, enter into an appropriate personal data transfer agreement to ensure compliance with the applicable data protection laws, in a form prescribed by Trinity.

- 5.9 You will at all times indemnify Trinity on demand against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) arising from any infringement or breach of the applicable data protection laws or this clause 5 by you or any person employed or engaged by you in connection with the provision of the services under this agreement.
- 5.10 You will comply with our security requirements applicable to the delivery of our exams, including for the storage of Trinity exam papers and the verification of candidates' identity.
- 5.11 You will take all reasonable steps (at our cost) to assist with requests for information and/or documents required by us to audit payments and/or your compliance with this contract. You will keep such records for so long as this contract remains in force and for 24 months from its termination.
- 5.12 You must keep our confidential information secret and secure, except when you are required to disclose such information by order of the court or other authority.

6. USE OF THE TRINITY BRAND

- 6.1 Trinity hereby grants you for the duration of this Agreement a royalty-free, non-exclusive, non-transferable right (with no rights to sub-license) to use your registered exam centre logo (the logo issued by Trinity and made up of a combination of a Trinity mark and your centre's allocated registration number), and those Trinity marks which designate your Trinity exams. You must ensure that all material produced in connection with Trinity exams comply with the brand guidelines and any limitations or restrictions which we issue from time to time.

7. LIMITS ON LIABILITY AND RESPONSIBILITIES OF THE PARTIES

- 7.1 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement save that nothing in this Agreement will limit or exclude any liability by either party for death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.
- 7.2 Subject to clause 7.1, neither party to this Agreement shall have any liability to the other party, howsoever arising for any indirect or consequential loss arising under or in connection with this Agreement.
- 7.3 Our liability to you for any claim or series of connected claims howsoever arising under or in connection with this Agreement is limited to a maximum sum equal to the higher of £5,000 or the aggregate gross exam entry fees and/or minimum booking fees (as applicable) paid by you under this Agreement within the twelve months prior to the event giving rise to the claim.
- 7.4 You agree to compensate and indemnify Trinity in case of any damage or loss suffered by Trinity, its nominated representatives or employees out of or in connection with any:
- (i) claims made by you or anyone working for you for any employment-related payment or remuneration; and/or
 - (ii) alleged or actual infringement or theft of any of Trinity's confidential information or intellectual property rights by anyone working in your centre.
- 7.5 By signing this Agreement, you confirm that you have full and comprehensive insurance in place to cover any potential risks arising from your activities as a centre.

8. DURATION AND TERMINATION

- 8.1 This Agreement will come into force on _____ and will remain in effect unless terminated earlier in accordance with this clause.
- 8.2 Either party may terminate this contract without cause or compensation (but without prejudice to any of its rights or remedies):
- (i) on giving the other three months' written notice;
 - (ii) by reason of force majeure, as stated in schedule 2.

8.3 Without prejudice to any of our rights or remedies, we may immediately terminate this Agreement without liability if:

- (i) you commit a material breach of this Agreement (including of any Trinity policy or procedure notified under it) which you fail to remedy within 14 days;
- (ii) we reasonably consider that your conduct is prejudicial to our interests or is inconsistent with our brand values or may bring Trinity into disrepute; or
- (iii) you do not present candidates for Trinity exams for a period of 24 months.

8.4 We reserve the right to suspend or restrict your Registered Exam Centre status in respect of any exam subject or any Approved Venue if you commit a suspected breach of this Agreement or during any necessary investigation.

9. CONSEQUENCES OF SUSPENSION OR TERMINATION

9.1 Immediately upon the suspension or termination of this Agreement (or at our reasonable request if investigating your conduct):

- (i) you will take all reasonable steps to act in your candidates' legitimate best interests;
- (ii) you will fulfil all of your remaining obligations, such as immediately paying all outstanding sums due to Trinity and hosting any forthcoming Trinity exams (unless Trinity requests otherwise), and then:
 - (a) discontinue any of your activities as a Registered Exam Centre;
 - (b) do such things and execute all further documents as may be necessary to vest all rights, title and interest in any intellectual property rights belonging to Trinity,; and
 - (c) cease to use any of Trinity's property and promptly hand it over to Trinity, including candidate data.

9.2 On termination of this Agreement for any reason, each party's accrued rights and liabilities as at termination, as well as clauses 5 (Data Management, Security and Confidentiality), 7 (Limits on Liability and Responsibilities of the Parties), 9 (Consequences of Suspension or Termination), 10 (Declaration), and paragraphs 15 – General Provisions (Governing Law and Jurisdiction) and 16 – General Provisions (Language) at schedule 2 will survive and continue in full force and effect.

10. DECLARATION

10.1 You declare that:

- you have the necessary power and authority to enter into and perform your obligations under this Agreement;
- the information provided by you in your application form is true and not misleading;
- this Agreement will have legal effect if signed electronically using a certified electronic signature provider.

Name of organisation (as it appears on official company documentation):

Istituto Paritario Arangio Ruiz

Company/Charity registration number (if applicable): 03824781003

Full address of registered office:

Street: via Dell'Imbrecciato 127

Via dell'Imbrecciato 127

Post Code: 00149

Town: Roma

Country: Italy

Trinity College London Centre Registration number: 68363

SIGNED for and on behalf of the REGISTERED EXAM CENTRE:

Rachele Anderson

Rachele Anderson (Oct 6, 2020 09:57 GMT+2)

Rachele Anderson

Amministratore Delegato

Oct 6, 2020

SIGNED for and on behalf of TRINITY COLLEGE LONDON

Sarah Kemp

Signature

SARAH KEMP

CHIEF EXECUTIVE

Date

Oct 6, 2020