



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

December 3, 2013

## MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Office for Teaching and Learning  
Cambridge International Examinations

The attached contracts between Cambridge International Examinations and Pasco Middle School and Pasco High School are beginning forwarded for Board approval. These agreements allow students to study in depth, areas of interest while pursuing a specialized diploma. Please reference the attached memo from Darrell Huling, Supervisor, Office for Teaching and Learning for further information. This agreement was reviewed by the District School Board's Attorney, Ms. Nancy Alfonso on November 19, 2013.

At this time, we respectfully request your approval of the attached agreements with the above-referenced facility. The terms and conditions are outlined in the agreements and are attached for your perusal. The implementation of the Cambridge International Examinations Program will take affect at the beginning of the 2014-2015 school year.

Should you have any questions regarding this matter, please contact Darrell Huling or me at your earliest convenience.

MJW/dr

Attachment(s)

Date/Time: November 22, 2013 10:44:00



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office For Teaching & Learning  
Vanessa Hilton, Director  
813/ 794-2446 727/ 774-2446  
352/ 524-2446 Fax: 813/ 794-2112  
email: vhilton@pasco.k12.fl.us

Memorandum  
OTL-DIR-14-003

DATE: November 20, 2013

**TO:** Mike Woodall, Director, Purchasing Services

**FROM:** Darrell Huling, Supervisor, Office for Teaching and Learning *DH*  
Vanessa Hilton, Director, Office for Teaching and Learning *VH*

**SUBJECT:** Cambridge Approval Letter

Cambridge International Examinations (CIE) is a rigorous advanced coursework program that allows students to study in depth, areas of interest while pursuing a specialized diploma recognized around the world. Students have the opportunity to earn college credit through the program if they are able to demonstrate content mastery through assessments.

CIE is aligned with the following goals of the District School Board of Pasco County's Strategic Plan:

- All students will meet or exceed high academic standards
- The achievement gap will close as a result of NCLB subgroups meeting academic proficiency
- All students will graduate prepared for success in the present and future economies

Pasco High School (PHS) and Pasco Middle School (PMS) will begin implementation of the CIE program beginning in the 2014-2015 school year.

A. Terms. The agreement is an annual contract and shall be in effect from the date of District Approval and entitles membership rights for both PHS and PMS. As members of the CIE program, PHS and PMS will have access to various support systems including professional development and data reports.

B. Funding Basis. Funding will come from General Funding with an estimated cost of \$17,000.00.

C. Coordination (Responsible Positions). The Superintendent of Schools shall assign a designated administrator for monitoring compliance and educational program administration. The sites shall identify one person with whom the District is to communicate on all compliance issues related to this contract.

We request you submit the contract for School Board approval.

DH/jp

cc: Kurt Browning, Superintendent  
Amelia Van Name Larson, Assistant Superintendent for Student Achievement  
Ray Gadd, Assistant Superintendent for Administration and Operations  
Dr. David Scanga, Learning Community Executive Director-Central  
Todd Cluff, Learning Community Executive Director-Northwest  
Beth Brown, Learning Community Executive Director  
Monica Ilse, Ed.D, Learning Community Executive Director  
John Simon, Director of Information Services  
Rayann Mitchell, Senior Supervisor, Office for Teaching and Learning  
Tammy Rabon, Senior Supervisor, Office for Teaching and Learning

## Becoming a Cambridge school

### Step 4: School approval

Ms. Kimberly Anderson  
Pasco Middle School  
13925 14th Street  
Dade City 33525  
Florida  
United States of America

18 October 2013

Dear Ms. Kimberly Anderson

#### **Confirmation Letter: Approval of Pasco Middle School as a Cambridge International School**

We are delighted to welcome you to 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.

**Pasco Middle School** has been allocated the number **US741** which should be used in all communications with Cambridge International Examinations.

**Pasco Middle School** has been approved to offer:

- **Cambridge Secondary 1 with Cambridge Checkpoint**
- **Cambridge IGCSE**
- **Cambridge ICE**
- **Cambridge AS/A Level**
- **Cambridge AICE**

#### ***Entries are restricted due to inadequate security facilities***

Our inspection revealed that your secure storage facilities are not yet of the standard we require from a Cambridge School. It was noted that *'The school needs to ensure the cabinet in the secure storage room is immovable.'*

Once the necessary amendments have been made, please send written confirmation and photographic evidence of the improved facilities to [centresupport@cie.org.uk](mailto:centresupport@cie.org.uk). Until this evidence is received, it will not be possible for you to make entries.



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 <http://ask.cie.org.uk> should you require any further guidance.

In order to complete the registration process, please print a copy of this letter and have it signed by two people who are authorised to enter into agreements for **Pasco Middle School** ("the School"). This signed copy of the letter must then be returned to us.

The assessment and other services we will provide to the School will be in accordance with the CIE Standard Terms of School Registration which are enclosed. Signing and returning this letter therefore forms a contract between Cambridge International Examinations and the School. The arrangements between Cambridge International Examinations and the School will always be governed by the latest version of the Standard Terms that we have sent to the School. Cambridge International Examinations 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.

Please be aware that the Handbook and Administrative Guide form part of this agreement. Both if these documents are available on <http://www.cie.org.uk/>.

By signing the letter, you confirm that you are authorised to bind **Pasco Middle School**, have read and accepted our Standard Terms of School Registration, and that on behalf of **Pasco Middle School** you agree that it be bound by these terms and conditions.

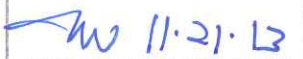
Kind regards,



Jon Algar  
Customer Registration Manager

**Authorised signatories for and on behalf of Pasco Middle School**

Signatory one:	Signatory two:
Name:.....	Name:.....
Position in the school:.....	Position in the school:.....
Signature:.....	Signature:.....
Date:...../...../20.....	Date:...../...../20.....

CONTRACT REVIEWED  
AND APPROVED:  


## Cambridge Standard Terms of School Registration

### 1 Length of Agreement and Interpretation

- 1.1 The agreement between the School and Cambridge ("**the Agreement**") will come into effect on the Commencement Date on these Terms.
- 1.2 The Agreement will continue until and including the first 30th of September after the Commencement Date whereupon, subject to Clause 1.3, it will automatically renew for a further period of 12 months from the 1st of October in that and each subsequent year but the Agreement may be terminated earlier in accordance with the Terms.
- 1.3 For the avoidance of doubt Cambridge may choose not to renew the Agreement if the School fails to meet the registration criteria for a School, as may be defined by Cambridge from time to time, at the time of each renewal.
- 1.4 These Terms contain the entire agreement between the School and Cambridge with respect to its subject except for the versions of the following documents in force, which may be amended from time to time by Cambridge:
  - 1.4.1 the Handbook;
  - 1.4.2 the Administrative Guide;
  - 1.4.3 the relevant Fees list; and,
  - 1.4.4 such other regulations, notices and emails as issued by Cambridge from time to time.
- 1.5 If Cambridge has not issued the School with any of the documents listed in Clauses 1.4.1 and 1.4.2 then the School must contact Cambridge immediately for a replacement.
- 1.6 These Terms will be interpreted in accordance with Clause 15.

### 2 Obligations of the School

- 2.1 The School confirms it has received, read and understood the materials listed in Clauses 1.4.1 and 1.4.2 prior to the Agreement being formed.
- 2.2 The School will:
  - 2.2.1 carry out its obligations as laid out in the Agreement, including all documents referred to in Clause 1.4, and in particular will carry out the duties of a School;
  - 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 provide every security provision to safeguard the integrity of the Assessments; such security will be in accordance with the Handbook, the Agreement and Cambridge's instructions that will be issued from



time to time;

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

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

2.3 If this Agreement ends, for whatever reason, the School will continue to provide the security provisions as described in Clause 2.2.3 for as long as it holds any materials relating to the Assessments.

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

2.5 In the event of a breach of Clause 2.4, Cambridge will have, without prejudice to any other right or remedy available to it in law, the right to treat this as a breach incapable of remedy for the purposes of Clause 9.

2.6 The School will provide Cambridge with a full list of all the School's Premises within 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.

2.7 In the event that the School withdraws from its role in delivering an Assessment, the School will take all reasonable steps to protect the interests of Learners in the case of such a withdrawal and shall co-operate with Cambridge to ensure those steps are taken.

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

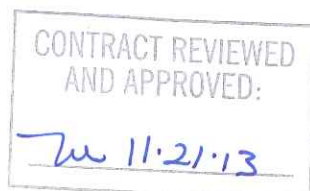
3.3 Cambridge may either itself or through its agents require the School to supply such information relating to the Assessments as may be reasonably requested and allow persons nominated by Cambridge to inspect relevant extracts of the records and files of the School for the purpose of ensuring the School is complying with its obligations under the Agreement.

3.4 Cambridge will be entitled to conduct unannounced inspections of any of the School's Premises or its systems and procedures connected with the delivery of Assessments at any time, including when candidates may be sitting examinations.



#### 4 Payment

- 4.1 The School will pay the Fees to Cambridge in accordance with this Clause 4.
- 4.2 Any registration fee payable by the School as specified in the Confirmation Letter will be paid on a non-refundable basis.
- 4.3 The School will pay a non-refundable annual fee to Cambridge at such amount specified in the Fees list for that year and payment of that annual fee will be subject to the conditions contained in that Fees list.
- 4.4 Fees will be billed for payment by way of invoices issued periodically by Cambridge in respect of any Entries for Awards made during the intervening time period since the last invoice was issued.
- 4.5 The School will pay all invoices from Cambridge by the date identified on the invoice as the payment due date, unless no such date is stated on the invoice in which case the School will pay the invoice within 28 days of the invoice date.
- 4.6 The Fees list may be published by Cambridge on Cambridge Direct, emailed to the School or provided in hard copy and in all cases this will be deemed sufficient notice to the School of the Fees contained in the Fees list.
- 4.7 Cambridge will be entitled to increase any Fees in each year of the Agreement as shown in the Fees list for the relevant year.
- 4.8 The School will ensure that no candidate will attempt any Assessment until such time as the School has received full payment in respect of the candidate.
- 4.9 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:
  - 4.9.1 cancel or suspend the delivery of the Services provided Cambridge will have given 2 weeks written notice thereof; and,
  - 4.9.2 charge the School interest at a rate of 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.
- 4.10 All payments will be made by telegraphic transfer to such bank account as may be notified by Cambridge to the School from time to time.
- 4.11 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.
- 4.12 Each payment payable to Cambridge hereunder will be paid by the School without any right of set-off or deduction for any Taxes.
- 4.13 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.
- 4.14 Notwithstanding Clauses 4.12 and 4.13, the School will:





- 4.14.1 remit to the appropriate tax authorities, in a timely manner, all Taxes required to be withheld from payment to Cambridge; and,
- 4.14.2 provide Cambridge with an official receipt issued by such authorities for payment of such Taxes within 28 days of such payment.
- 4.15 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 as to any unpaid Fees or other charges due to Cambridge.

## **5 Marketing of the Syllabuses and Assessments**

- 5.1 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.
- 5.2 In connection with the promotion and marketing of the Syllabuses and the Assessments, the School will:
  - 5.2.1 make clear, in all its dealings, and in particular with parents, students and prospective students, its relationship with Cambridge including that the School is not acting as an agent for Cambridge;
  - 5.2.2 provide Cambridge with copies of updates to its promotional materials in relation to the Cambridge Assessments;
  - 5.2.3 from time to time consult with Cambridge representatives for the purpose of assessing the state of the market in the country in which the School is located and permit Cambridge (at Cambridge's own cost) to inspect any premises or administration documents used by the School in connection with the Syllabuses and the Assessments; and,
  - 5.2.4 ensure that all such promotion and marketing complies where applicable with Clause 6.

## **6 Intellectual Property**

- 6.1 For the avoidance of doubt 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.
- 6.2 For the further avoidance of doubt, the School may not reproduce the Assessments, Syllabuses or Materials except as specifically authorised by Cambridge.
- 6.3 Cambridge grants the School a non-exclusive, non-transferable, royalty-free copyright licence to use the Cambridge Marks in accordance with the Handbook.
- 6.4 The School will not use Cambridge's Intellectual Property Rights or the Cambridge Marks generally, other than as expressly provided in the Handbook.



- 6.5 In the event that the School fails to comply with this Clause 6, Cambridge may terminate the Agreement by notice in writing with immediate effect or may seek injunctive action or damages.

## 7 Confidentiality

- 7.1 All data and other documents and information, other than promotional material, supplied by Cambridge to the School under the Agreement will remain the property of Cambridge and will be treated as confidential and if still in the School's possession at the time of the expiration or termination of the Agreement will, if required, be returned to Cambridge together with all copies and translations thereof.
- 7.2 The School will not during the duration of the Agreement nor thereafter disclose or use any data or information which is confidential to Cambridge or received or obtained by the School in connection with the Agreement save to the extent as may be reasonably necessary during the duration of the Agreement for the fulfilment of its duties and obligations under the Agreement or as may be required by law.

## 8 Liability

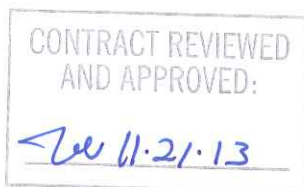
- 8.1 Subject to Clause 8.2, in addition to any other remedy available to Cambridge, the School will irrevocably and unconditionally indemnify Cambridge in full and on demand and keep Cambridge so indemnified from and against all claims, demands, actions and proceedings made or brought against Cambridge and all damages, losses (including all consequential and indirect losses), costs and expenses (including legal and other professional advisers' fees) whether or not foreseeable at the date of entering into the Agreement incurred or suffered by Cambridge directly or indirectly as a result in whole or in part from breach of the Agreement by or the negligence of the School except in respect of death or personal injury arising from the negligence of Cambridge or in respect of fraudulent misrepresentation on the part of Cambridge.
- 8.2 Cambridge acknowledges that some state jurisdictions prohibit by law the provision of such unlimited indemnity as set out in Clause 8.1 and in the event that the School is or becomes subject to such prohibition then the School's liability will be the maximum permitted by the law in that state.
- 8.3 The School will be solely responsible for ensuring it fully complies with any and all requirements of national, regional or municipal regulation, legislation and procedure applicable in the country in which the School is located regarding all matters concerning the Agreement and Cambridge will have no liability 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.
- 8.4 Should the School fail to comply with the requirements of Clause 8.3 Cambridge will have the right to immediately terminate the Agreement.
- 8.5 Cambridge will not be liable to the School for any loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss or any other consequential or indirect loss or damage suffered or incurred by the School as a result of any breach by Cambridge of the terms of the Agreement.



- 8.6 Cambridge acknowledges that some state jurisdictions do not allow the total exclusion of liability for consequential or incidental damages and in such states Cambridge's liability will be limited to the greatest extent permitted by the law in that state.
- 8.7 Except in the case of death or personal injury caused by negligence, fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law, the liability of Cambridge to the School under or in connection with the Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise will not exceed the greater or either the sum of £10,000 or a sum equalling the fees paid by the School to Cambridge in the previous 12 months.
- 8.8 The payments due under the Agreement have been negotiated and agreed on the basis that Cambridge may limit its liability to the School as set out in the Terms and the School confirms that it will itself bear or insure against any loss for which Cambridge has limited its liability under the Agreement.
- 8.9 EXCEPT AS OTHERWISE PROVIDED IN THIS CLAUSE 8, CAMBRIDGE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND STATEMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CAMBRIDGE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF THE USE, OPERATION OR UTILISATION OF ITS PRODUCTS OR SERVICES, DELAYS IN DELIVERY OR REPAIR, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR DAMAGE TO ANY DOCUMENTS OR OTHER PROPERTY OF DISTRIBUTOR, ATTACHED SCHOOLS OR EITHER'S CUSTOMERS.

## 9 Termination

- 9.1 Either Party will be entitled to terminate the Agreement immediately by written notice to the other if:
- 9.1.1 the other Party commits any breach of any of the provisions of the Agreement, and in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 9.1.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other Party;
- 9.1.3 the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 9.1.4 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);
- 9.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to either of the Parties; or,



- 9.1.6 the other Party ceases, or threatens to cease, to carry on business.
- 9.2 Cambridge will be entitled to terminate the Agreement by giving not less than 14 days written notice to the School if:
- 9.2.1 the School is subject to any governmental authority or permission which is subsequently withdrawn or revoked during the duration of the Agreement;
  - 9.2.2 the School or its Staff in any way bring into disrepute the name, reputation and interests of Cambridge, its employees, directors, officers, other people associated with Cambridge, or its products or services;
  - 9.2.3 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;
  - 9.2.4 the School fails to pay any bill from Cambridge within 28 days of the invoice date;
  - 9.2.5 the School at any time challenges the validity of the Intellectual Property Rights of Cambridge or the University of Cambridge; or,
  - 9.2.6 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.
- 9.3 Either Party may terminate the Agreement at any time by giving 6 months' notice in writing.
- 9.4 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.
- 9.5 The rights to terminate the Agreement given by this Clause 9 will be without prejudice to any right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 10 Consequences of Termination

- 10.1 Upon termination of the Agreement for any reason:
- 10.1.1 outstanding monies due by one of the Parties to the other will become immediately payable by the other;
  - 10.1.2 each Party will honour any outstanding services due to the other at the date of termination;
  - 10.1.3 any clauses which expressly or by implication have effect after termination will continue in full force and effect, including Clause 6, Clause 7, Clause 8 and Clause 10;



10.1.4 all licences granted hereunder will terminate; and,

10.1.5 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.

10.2 Upon termination of the Agreement for any reason the Parties agree that they will each take all reasonable steps to protect the interests of Learners and shall co-operate to ensure those steps are taken.

## 11 Changes to the Agreement

11.1 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.

11.2 If Cambridge deems it necessary to alter these Terms, it will first notify the School and provide it with a copy of the proposed new terms.

11.3 If the School decides to reject any proposed new terms then it will notify Cambridge within 60 days of deemed receipt of the notice containing the proposed new terms, upon which the Agreement will terminate.

11.4 If the School does not reject any proposed new terms as outlined in Clause 11.3 and continues to make use of the Services then the Parties agree that this will constitute acceptance of the proposed new terms by the School.

## 12 General

12.1 The Parties will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the United Kingdom Bribery Act 2010 and will promptly report to the other any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the Agreement and any breach of this Clause 12.1 will be a breach incapable of remedy for the purposes of Clause 9.1.1.

12.2 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 without the prior written consent of Cambridge.

12.3 The School will ensure that every agreement with third parties related to the subject matter of the Agreement does not specify that the School is acting in any way as an agent or representative of Cambridge.

12.4 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 of which it has notified the other Party, and the time for performance of that obligations will be extended accordingly.



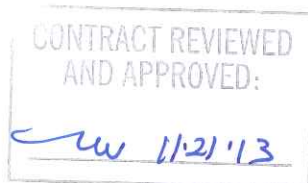
- 12.5 The Agreement supersedes all previous agreements and understandings between the Parties with respect to its subject and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 12.6 Each Party acknowledges that in entering into the 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.
- 12.7 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.
- 12.8 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.
- 12.9 Each Party warrants to the other Party that it has full power and authority to enter into the Agreement.
- 12.10 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.
- 12.11 The Parties will comply with the United Kingdom Data Protection Act 1998 ("the Act") in their processing of Personal Data and Sensitive Personal Data as defined in the Act respectively, 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.
- 12.12 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.

### 13 English Law

- 13.1 The Agreement will 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.

### 14 Notices

- 14.1 Any notices to be given or served under the Terms will be in writing and deemed adequately served on Cambridge if delivered to:



The Chief Executive,  
Cambridge International Examinations,  
Syndicate Buildings,  
1 Hills Road,  
Cambridge,  
CB1 2EU  
United Kingdom  
Facsimile +44 1223 553098

and on the School if delivered to the person who signs the Confirmation Letter or their replacement if they have left the School.

- 14.2 The School will notify Cambridge within 14 days of any replacement of the person who signed the Confirmation Letter by the School or any subsequent replacements.
- 14.3 Any notice served under the Terms will be served by post or facsimile (with copy then sent by post) to the address referred to in Clause 14.1 or to such other address which the Party has provided to the other in writing as a substitute, or to a Party's email address as provided by that Party.
- 14.4 Any notice will be deemed to have been received:
- 14.4.1 if served by facsimile transmission (which will be followed by delivery by courier), will be deemed to have been served 7 days from the date of provision to the courier; and,
- 14.4.2 if served by courier, will be deemed to have been served 7 days from the date of provision to the courier.

## 15 Definitions

- 15.1 In these Terms the following words and phrases will have the meanings given below:

"£"	means UK pounds Sterling;
"Administrative Guide"	means the Cambridge publication entitled "Cambridge Administrative Guide", which provides detailed information and guidance for exams officers who are responsible for administering Cambridge examinations;
"Assessments"	means the method used to evaluate a candidates performance in relation to a Qualification;
"Cambridge"	means Cambridge International Examinations;
"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 "CIE", "Cambridge International Examinations",



	<p>"University of Cambridge Local Examinations Syndicate", "UCLES", the "University of Cambridge" and "Cambridge";</p>
<b>"Centre"</b>	<p>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;</p>
<b>"Certificate"</b>	<p>means the document produced by Cambridge recording the achievement by a candidate of having successfully completed the respective Assessments for a Qualification;</p>
<b>"Commencement Date"</b>	<p>means the date that Cambridge receives cleared funds in its bank account for the payment of the registration fee from the School;</p>
<b>"Confirmation Letter"</b>	<p>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;</p>
<b>"Entry"</b>	<p>means a student submitted for a Qualification;</p>
<b>"Fees"</b>	<p>means sums payable by the School to Cambridge for the provision of the Services and that will be described in the Fees list applicable to the School as provided by Cambridge and amended from time to time;</p>
<b>"Force Majeure"</b>	<p>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;</p>
<b>"Handbook"</b>	<p>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;</p>
<b>"Intellectual Property Rights"</b>	<p>means all intellectual property rights throughout the world for the full term of the rights concerned, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents,</p>

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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;

<b>"Materials"</b>	means any administrative materials produced by Cambridge in printed or electronic form, relating to the Syllabuses, Modules or Assessments;
<b>"Module"</b>	means a component part of a Qualification;
<b>"Party"</b>	means either Cambridge or the School depending on the context;
<b>"Qualification"</b>	means a Qualification offered by Cambridge to the School so that the School to may offer them to students at the School;
<b>"School"</b>	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;
<b>"School's Premises"</b>	means premises available to the School, and which are used for the purposes of examination administration;
<b>"Services"</b>	means those services provided by Cambridge to Schools as described in the Cambridge Handbook;
<b>"Staff"</b>	means all employees, officers, agents, advisors or contractors of the School;
<b>"Syllabuses"</b>	means the curriculum content prepared by Cambridge which comprise the Qualifications;
<b>"Taxes"</b>	means withholding or other taxes, duties or other amounts; and,
<b>"Terms"</b>	means the terms contained in this document.

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

15.2.1 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;

15.2.2 as far as is possible, any Schedule or Appendix to the Agreement will be interpreted consistently with the main body of the Agreement. If

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there is a conflict between them, the main body of the Agreement will take precedence over any Schedule or Appendix;

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

15.2.4 reference to "days" mean ordinary calendar days unless otherwise specified; and,

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

15.3 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.

## 16 Language

16.1 The Agreement is drafted in the English language. If the Agreement is translated into any other language, the English language text will prevail.

16.2 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 text will prevail.



## Becoming a Cambridge school

### Step 4: School approval

Mrs. Kari Kadlub  
Pasco High School  
36850 State Road 52  
Dade City - 33525  
Florida  
United States of America

17 October 2013

Dear Mrs. Kari Kadlub

#### **Confirmation Letter: Approval of Pasco High School as a Cambridge International School**

We are delighted to welcome you to 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.

**Pasco High School** has been allocated the number **US740** which should be used in all communications with Cambridge International Examinations.

**Pasco High School** has been approved to offer:

- **Cambridge IGCSE**
- **Cambridge ICE**
- **Cambridge AS/A Level**
- **Cambridge AICE**
- **Cambridge Pre-U (Global Perspectives)**

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 <http://ask.cie.org.uk> should you require any further guidance.

In order to complete the registration process, please print a copy of this letter and have it signed by two people who are authorised to enter into agreements for **Pasco High School** ("the School"). This signed copy of the letter must then be returned to us.

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The assessment and other services we will provide to the School will be in accordance with the CIE Standard Terms of School Registration which are enclosed. Signing and returning this letter therefore forms a contract between Cambridge International Examinations and the School. The arrangements between Cambridge International Examinations and the School will always be governed by the latest version of the Standard Terms that we have sent to the School. Cambridge International Examinations 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.

Please be aware that the Handbook and Administrative Guide form part of this agreement. Both if these documents are available on <http://www.cie.org.uk/>.

By signing the letter, you confirm that you are authorised to bind **Pasco High School**, have read and accepted our Standard Terms of School Registration, and that on behalf of **Pasco High School** you agree that it be bound by these terms and conditions.

Kind regards,



Jon Algar  
Customer Registration Manager

**Authorised signatories for and on behalf of Pasco High School**

Signatory one:

Name:.....

Position in the school:.....

Signature:.....

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

Signatory two:

Name:.....

Position in the school:.....

Signature:.....

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



## Cambridge Standard Terms of School Registration

### 1 Length of Agreement and Interpretation

- 1.1 The agreement between the School and Cambridge ("**the Agreement**") will come into effect on the Commencement Date on these Terms.
- 1.2 The Agreement will continue until and including the first 30th of September after the Commencement Date whereupon, subject to Clause 1.3, it will automatically renew for a further period of 12 months from the 1st of October in that and each subsequent year but the Agreement may be terminated earlier in accordance with the Terms.
- 1.3 For the avoidance of doubt Cambridge may choose not to renew the Agreement if the School fails to meet the registration criteria for a School, as may be defined by Cambridge from time to time, at the time of each renewal.
- 1.4 These Terms contain the entire agreement between the School and Cambridge with respect to its subject except for the versions of the following documents in force, which may be amended from time to time by Cambridge:
  - 1.4.1 the Handbook;
  - 1.4.2 the Administrative Guide;
  - 1.4.3 the relevant Fees list; and,
  - 1.4.4 such other regulations, notices and emails as issued by Cambridge from time to time.
- 1.5 If Cambridge has not issued the School with any of the documents listed in Clauses 1.4.1 and 1.4.2 then the School must contact Cambridge immediately for a replacement.
- 1.6 These Terms will be interpreted in accordance with Clause 15.

### 2 Obligations of the School

- 2.1 The School confirms it has received, read and understood the materials listed in Clauses 1.4.1 and 1.4.2 prior to the Agreement being formed.
- 2.2 The School will:
  - 2.2.1 carry out its obligations as laid out in the Agreement, including all documents referred to in Clause 1.4, and in particular will carry out the duties of a School;
  - 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 provide every security provision to safeguard the integrity of the Assessments; such security will be in accordance with the Handbook, the Agreement and Cambridge's instructions that will be issued from

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time to time;

- 2.2.4 obtain and keep in place the relevant licenses and permissions which are necessary in the country and region in which the School is located in order to perform its obligations under the Agreement; and,
  - 2.2.5 comply with all laws, statutes, and regulations of a governmental nature applicable in the country and region in which the School is located relating to the operation of the School and the administration of the Assessments.
- 2.3 If this Agreement ends, for whatever reason, the School will continue to provide the security provisions as described in Clause 2.2.3 for as long as it holds any materials relating to the Assessments.
  - 2.4 The School will not be entitled to offer the Syllabuses or the Assessments to any third party directly or through any sales agent, school, sub-licensee or third party.
  - 2.5 In the event of a breach of Clause 2.4, Cambridge will have, without prejudice to any other right or remedy available to it in law, the right to treat this as a breach incapable of remedy for the purposes of Clause 9.
  - 2.6 The School will provide Cambridge with a full list of all the School's Premises within 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.
  - 2.7 In the event that the School withdraws from its role in delivering an Assessment, the School will take all reasonable steps to protect the interests of Learners in the case of such a withdrawal and shall co-operate with Cambridge to ensure those steps are taken.

### **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 will be entitled in its absolute discretion, and without liability to the School to alter the form, style, content or substance of the Syllabuses, Assessments, Qualifications and Certificates.
- 3.3 Cambridge may either itself or through its agents require the School to supply such information relating to the Assessments as may be reasonably requested and allow persons nominated by Cambridge to inspect relevant extracts of the records and files of the School for the purpose of ensuring the School is complying with its obligations under the Agreement.
- 3.4 Cambridge will be entitled to conduct unannounced inspections of any of the School's Premises or its systems and procedures connected with the delivery of Assessments at any time, including when candidates may be sitting examinations.



#### 4 Payment

- 4.1 The School will pay the Fees to Cambridge in accordance with this Clause 4.
- 4.2 Any registration fee payable by the School as specified in the Confirmation Letter will be paid on a non-refundable basis.
- 4.3 The School will pay a non-refundable annual fee to Cambridge at such amount specified in the Fees list for that year and payment of that annual fee will be subject to the conditions contained in that Fees list.
- 4.4 Fees will be billed for payment by way of invoices issued periodically by Cambridge in respect of any Entries for Awards made during the intervening time period since the last invoice was issued.
- 4.5 The School will pay all invoices from Cambridge by the date identified on the invoice as the payment due date, unless no such date is stated on the invoice in which case the School will pay the invoice within 28 days of the invoice date.
- 4.6 The Fees list may be published by Cambridge on Cambridge Direct, emailed to the School or provided in hard copy and in all cases this will be deemed sufficient notice to the School of the Fees contained in the Fees list.
- 4.7 Cambridge will be entitled to increase any Fees in each year of the Agreement as shown in the Fees list for the relevant year.
- 4.8 The School will ensure that no candidate will attempt any Assessment until such time as the School has received full payment in respect of the candidate.
- 4.9 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:
  - 4.9.1 cancel or suspend the delivery of the Services provided Cambridge will have given 2 weeks written notice thereof; and,
  - 4.9.2 charge the School interest at a rate of 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.
- 4.10 All payments will be made by telegraphic transfer to such bank account as may be notified by Cambridge to the School from time to time.
- 4.11 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.
- 4.12 Each payment payable to Cambridge hereunder will be paid by the School without any right of set-off or deduction for any Taxes.
- 4.13 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.
- 4.14 Notwithstanding Clauses 4.12 and 4.13, the School will:

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- 4.14.1 remit to the appropriate tax authorities, in a timely manner, all Taxes required to be withheld from payment to Cambridge; and,
  - 4.14.2 provide Cambridge with an official receipt issued by such authorities for payment of such Taxes within 28 days of such payment.
- 4.15 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 as to any unpaid Fees or other charges due to Cambridge.

## **5 Marketing of the Syllabuses and Assessments**

- 5.1 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.
- 5.2 In connection with the promotion and marketing of the Syllabuses and the Assessments, the School will:
- 5.2.1 make clear, in all its dealings, and in particular with parents, students and prospective students, its relationship with Cambridge including that the School is not acting as an agent for Cambridge;
  - 5.2.2 provide Cambridge with copies of updates to its promotional materials in relation to the Cambridge Assessments;
  - 5.2.3 from time to time consult with Cambridge representatives for the purpose of assessing the state of the market in the country in which the School is located and permit Cambridge (at Cambridge's own cost) to inspect any premises or administration documents used by the School in connection with the Syllabuses and the Assessments; and,
  - 5.2.4 ensure that all such promotion and marketing complies where applicable with Clause 6.

## **6 Intellectual Property**

- 6.1 For the avoidance of doubt 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.
- 6.2 For the further avoidance of doubt, the School may not reproduce the Assessments, Syllabuses or Materials except as specifically authorised by Cambridge.
- 6.3 Cambridge grants the School a non-exclusive, non-transferable, royalty-free copyright licence to use the Cambridge Marks in accordance with the Handbook.
- 6.4 The School will not use Cambridge's Intellectual Property Rights or the Cambridge Marks generally, other than as expressly provided in the Handbook.





6.5 In the event that the School fails to comply with this Clause 6, Cambridge may terminate the Agreement by notice in writing with immediate effect or may seek injunctive action or damages.

## 7 Confidentiality

7.1 All data and other documents and information, other than promotional material, supplied by Cambridge to the School under the Agreement will remain the property of Cambridge and will be treated as confidential and if still in the School's possession at the time of the expiration or termination of the Agreement will, if required, be returned to Cambridge together with all copies and translations thereof.

7.2 The School will not during the duration of the Agreement nor thereafter disclose or use any data or information which is confidential to Cambridge or received or obtained by the School in connection with the Agreement save to the extent as may be reasonably necessary during the duration of the Agreement for the fulfilment of its duties and obligations under the Agreement or as may be required by law.

## 8 Liability

8.1 Subject to Clause 8.2, in addition to any other remedy available to Cambridge, the School will irrevocably and unconditionally indemnify Cambridge in full and on demand and keep Cambridge so indemnified from and against all claims, demands, actions and proceedings made or brought against Cambridge and all damages, losses (including all consequential and indirect losses), costs and expenses (including legal and other professional advisers' fees) whether or not foreseeable at the date of entering into the Agreement incurred or suffered by Cambridge directly or indirectly as a result in whole or in part from breach of the Agreement by or the negligence of the School except in respect of death or personal injury arising from the negligence of Cambridge or in respect of fraudulent misrepresentation on the part of Cambridge.

8.2 Cambridge acknowledges that some state jurisdictions prohibit by law the provision of such unlimited indemnity as set out in Clause 8.1 and in the event that the School is or becomes subject to such prohibition then the School's liability will be the maximum permitted by the law in that state.

8.3 The School will be solely responsible for ensuring it fully complies with any and all requirements of national, regional or municipal regulation, legislation and procedure applicable in the country in which the School is located regarding all matters concerning the Agreement and Cambridge will have no liability 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.

8.4 Should the School fail to comply with the requirements of Clause 8.3 Cambridge will have the right to immediately terminate the Agreement.

8.5 Cambridge will not be liable to the School for any loss of profit, use, anticipated savings, goodwill, reputation or opportunity, other economic loss or any other consequential or indirect loss or damage suffered or incurred by the School as a result of any breach by Cambridge of the terms of the Agreement.

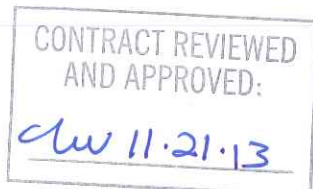
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- 8.6 Cambridge acknowledges that some state jurisdictions do not allow the total exclusion of liability for consequential or incidental damages and in such states Cambridge's liability will be limited to the greatest extent permitted by the law in that state.
- 8.7 Except in the case of death or personal injury caused by negligence, fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law, the liability of Cambridge to the School under or in connection with the Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise will not exceed the greater of either the sum of £10,000 or a sum equalling the fees paid by the School to Cambridge in the previous 12 months.
- 8.8 The payments due under the Agreement have been negotiated and agreed on the basis that Cambridge may limit its liability to the School as set out in the Terms and the School confirms that it will itself bear or insure against any loss for which Cambridge has limited its liability under the Agreement.
- 8.9 EXCEPT AS OTHERWISE PROVIDED IN THIS CLAUSE 8, CAMBRIDGE DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND STATEMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CAMBRIDGE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF THE USE, OPERATION OR UTILISATION OF ITS PRODUCTS OR SERVICES, DELAYS IN DELIVERY OR REPAIR, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR DAMAGE TO ANY DOCUMENTS OR OTHER PROPERTY OF DISTRIBUTOR, ATTACHED SCHOOLS OR EITHER'S CUSTOMERS.

## 9 Termination

- 9.1 Either Party will be entitled to terminate the Agreement immediately by written notice to the other if:
- 9.1.1 the other Party commits any breach of any of the provisions of the Agreement, and in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 9.1.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other Party;
- 9.1.3 the other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 9.1.4 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);
- 9.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to either of the Parties; or,



- 9.1.6 the other Party ceases, or threatens to cease, to carry on business.
- 9.2 Cambridge will be entitled to terminate the Agreement by giving not less than 14 days written notice to the School if:
- 9.2.1 the School is subject to any governmental authority or permission which is subsequently withdrawn or revoked during the duration of the Agreement;
  - 9.2.2 the School or its Staff in any way bring into disrepute the name, reputation and interests of Cambridge, its employees, directors, officers, other people associated with Cambridge, or its products or services;
  - 9.2.3 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;
  - 9.2.4 the School fails to pay any bill from Cambridge within 28 days of the invoice date;
  - 9.2.5 the School at any time challenges the validity of the Intellectual Property Rights of Cambridge or the University of Cambridge; or,
  - 9.2.6 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.
- 9.3 Either Party may terminate the Agreement at any time by giving 6 months' notice in writing.
- 9.4 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.
- 9.5 The rights to terminate the Agreement given by this Clause 9 will be without prejudice to any right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 10 Consequences of Termination

- 10.1 Upon termination of the Agreement for any reason:
- 10.1.1 outstanding monies due by one of the Parties to the other will become immediately payable by the other;
  - 10.1.2 each Party will honour any outstanding services due to the other at the date of termination;
  - 10.1.3 any clauses which expressly or by implication have effect after termination will continue in full force and effect, including Clause 6, Clause 7, Clause 8 and Clause 10;



10.1.4 all licences granted hereunder will terminate; and,

10.1.5 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.

10.2 Upon termination of the Agreement for any reason the Parties agree that they will each take all reasonable steps to protect the interests of Learners and shall co-operate to ensure those steps are taken.

## 11 Changes to the Agreement

11.1 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.

11.2 If Cambridge deems it necessary to alter these Terms, it will first notify the School and provide it with a copy of the proposed new terms.

11.3 If the School decides to reject any proposed new terms then it will notify Cambridge within 60 days of deemed receipt of the notice containing the proposed new terms, upon which the Agreement will terminate.

11.4 If the School does not reject any proposed new terms as outlined in Clause 11.3 and continues to make use of the Services then the Parties agree that this will constitute acceptance of the proposed new terms by the School.

## 12 General

12.1 The Parties will comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the United Kingdom Bribery Act 2010 and will promptly report to the other any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the Agreement and any breach of this Clause 12.1 will be a breach incapable of remedy for the purposes of Clause 9.1.1.

12.2 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 without the prior written consent of Cambridge.

12.3 The School will ensure that every agreement with third parties related to the subject matter of the Agreement does not specify that the School is acting in any way as an agent or representative of Cambridge.

12.4 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 of which it has notified the other Party, and the time for performance of that obligations will be extended accordingly.

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- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 Each Party warrants to the other Party that it has full power and authority to enter into the Agreement.
- 12.10 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.
- 12.11 The Parties will comply with the United Kingdom Data Protection Act 1998 ("the Act") in their processing of Personal Data and Sensitive Personal Data as defined in the Act respectively, 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.
- 12.12 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.

### 13 English Law

- 13.1 The Agreement will 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.

### 14 Notices

- 14.1 Any notices to be given or served under the Terms will be in writing and deemed adequately served on Cambridge if delivered to:



The Chief Executive,  
Cambridge International Examinations,  
Syndicate Buildings,  
1 Hills Road,  
Cambridge,  
CB1 2EU  
United Kingdom  
Facsimile +44 1223 553098

and on the School if delivered to the person who signs the Confirmation Letter or their replacement if they have left the School.

- 14.2 The School will notify Cambridge within 14 days of any replacement of the person who signed the Confirmation Letter by the School or any subsequent replacements.
- 14.3 Any notice served under the Terms will be served by post or facsimile (with copy then sent by post) to the address referred to in Clause 14.1 or to such other address which the Party has provided to the other in writing as a substitute, or to a Party's email address as provided by that Party.
- 14.4 Any notice will be deemed to have been received:
- 14.4.1 if served by facsimile transmission (which will be followed by delivery by courier), will be deemed to have been served 7 days from the date of provision to the courier; and,
- 14.4.2 if served by courier, will be deemed to have been served 7 days from the date of provision to the courier.

## 15 Definitions

- 15.1 In these Terms the following words and phrases will have the meanings given below:

"£"	means UK pounds Sterling;
"Administrative Guide"	means the Cambridge publication entitled "Cambridge Administrative Guide", which provides detailed information and guidance for exams officers who are responsible for administering Cambridge examinations;
"Assessments"	means the method used to evaluate a candidates performance in relation to a Qualification;
"Cambridge"	means Cambridge International Examinations;
"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 "CIE", "Cambridge International Examinations",

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	<p>"University of Cambridge Local Examinations Syndicate", "UCLES", the "University of Cambridge" and "Cambridge";</p>
<b>"Centre"</b>	<p>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;</p>
<b>"Certificate"</b>	<p>means the document produced by Cambridge recording the achievement by a candidate of having successfully completed the respective Assessments for a Qualification;</p>
<b>"Commencement Date"</b>	<p>means the date that Cambridge receives cleared funds in its bank account for the payment of the registration fee from the School;</p>
<b>"Confirmation Letter"</b>	<p>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;</p>
<b>"Entry"</b>	<p>means a student submitted for a Qualification;</p>
<b>"Fees"</b>	<p>means sums payable by the School to Cambridge for the provision of the Services and that will be described in the Fees list applicable to the School as provided by Cambridge and amended from time to time;</p>
<b>"Force Majeure"</b>	<p>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;</p>
<b>"Handbook"</b>	<p>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;</p>
<b>"Intellectual Property Rights"</b>	<p>means all intellectual property rights throughout the world for the full term of the rights concerned, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents,</p>

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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;

<b>"Materials"</b>	means any administrative materials produced by Cambridge in printed or electronic form, relating to the Syllabuses, Modules or Assessments;
<b>"Module"</b>	means a component part of a Qualification;
<b>"Party"</b>	means either Cambridge or the School depending on the context;
<b>"Qualification"</b>	means a Qualification offered by Cambridge to the School so that the School to may offer them to students at the School;
<b>"School"</b>	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;
<b>"School's Premises"</b>	means premises available to the School, and which are used for the purposes of examination administration;
<b>"Services"</b>	means those services provided by Cambridge to Schools as described in the Cambridge Handbook;
<b>"Staff"</b>	means all employees, officers, agents, advisors or contractors of the School;
<b>"Syllabuses"</b>	means the curriculum content prepared by Cambridge which comprise the Qualifications;
<b>"Taxes"</b>	means withholding or other taxes, duties or other amounts; and,
<b>"Terms"</b>	means the terms contained in this document.

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

15.2.1 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;

15.2.2 as far as is possible, any Schedule or Appendix to the Agreement will be interpreted consistently with the main body of the Agreement. If

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there is a conflict between them, the main body of the Agreement will take precedence over any Schedule or Appendix;

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

15.2.4 reference to "days" mean ordinary calendar days unless otherwise specified; and,

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

15.3 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.

## 16 Language

16.1 The Agreement is drafted in the English language. If the Agreement is translated into any other language, the English language text will prevail.

16.2 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 text will prevail.

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