Cambridge Assessment English

CAMBRIDGE UNIVERSITY PRESS

Memorandum of Agreement

Effective Date: 03 March 2020

BETWEEN the Chancellor, Masters and Scholars of the University of Cambridge, acting through its departments University of Cambridge Local Examinations Syndicate, Cambridge Assessment English, The Triangle Building, Shaftesbury Road, Cambridge, CB2 8EA, UK (**Cambridge English Exams**), and Cambridge University Press, The Edinburgh Building, Shaftesbury Road, Cambridge, CB2 8RU, UK (**Cambridge University Press**) (collectively **Cambridge**), and

Gymnasia "Perspektiva", Sovetskoy Armii street, 25, Samara 443000, Russia, (the **School**).

Description and purpose of the Agreement

1. This Memorandum of Agreement (**Agreement**) reflects the School's wish to become a Cambridge English School.

2. The Agreement is in three parts:

   - **Section A**: a description of the responsibilities of the School and of Cambridge;
   - **Section B**: the general terms of the Agreement; and
   - **Section C**: the Logo Licence Agreement for use of the Cambridge English School logo (**the Logo**). Use of the Logo is not permitted until the School has achieved the Target detailed in clause 5.1 of the Agreement.

3. This Agreement starts on the Effective Date and continues for three (3) academic years beginning at the start of the first school term after the date of this Agreement (**the Initial Term**) (an academic year is deemed to run from 1 September to 31 August)

4. At the end of the Initial Term, this Agreement will terminate unless renewed by the parties, except that Cambridge has the right, in its sole discretion, to terminate this Agreement at any time, as detailed in Section B, clause 5. Any renewal period will be known as a Term and will be subject to terms and conditions.

SECTION A: RESPONSIBILITIES

A1 The School's responsibilities

5. The School agrees, based on its total school population of 712 students, to:

5.1. Implement a phased adoption of Cambridge University Press course materials and Cambridge English examinations in the School in the Initial Term, according to the following minimum figure(s) (**the Target**):

	Cambridge University Press course materials	Cambridge English exams
Year 1	142 units	71 entries
Year 2	427 units	105 entries
Year 3	560 units	140 entries

5.2 Use only Cambridge English Exams for external English language assessment.

5.3 Recognise exams (B2 First, C1 Advanced, C2 Proficiency) and teaching qualifications (TKT, CELTA, Delta, ICELT, CELT-P, CELT-S) produced by Cambridge Assessment English officially in the recruitment process of academic staff.

A2 Cambridge's responsibilities

6. Cambridge agrees that, during the Term, Cambridge University Press and/or Cambridge English Exams (as applicable) will allow the School access to some or all the benefits below:

Description	Benefit	When will the benefit be provided?
Exams	Enable the School to become a Cambridge Assessment English exam preparation centre, receiving full support from the local Centre Exams Manager when setting up the exams (provided the School meets the normal criteria for this).	Following signature of this Agreement
	Enable the School to become an exam venue, so that the students can take the exams at the School (provided the School meets the requirements and in agreement with the authorised exam centre).	Following signature of this Agreement
Teacher development and support	Provide an exclusive seminar for teachers and parents on assessment, led by an expert trainer/consultant.	At least once in each academic year of the Term
	Provide an exclusive seminar/workshop for teachers on making the most of the teaching materials, led by an expert trainer/consultant.	At least once in each academic year of the Term
	Provide two free Cambridge English Teacher courses, a discounted rate on further courses, and access to teacher webinars.	Following signature of the Agreement, and for the duration of the Term
	Provide one free methodology book for each full-time English teacher in the School.	Following signature of this Agreement
Welcome pack/ new preparation centre starter pack	Provide handbooks for each of the exams that the School agrees to adopt.	Following signature of this Agreement
	Provide the relevant exam leaflets for all the students in the grades where students take exams.	At the start of the academic year for three (3) consecutive academic years
	Provide Powerpoint presentations for parents/students and teachers outlining the Cambridge English Schools programme.	Following signature of this Agreement
	Provide Cambridge English Schools posters.	Following signature of this Agreement
	Provide copies of the Cambridge English Schools leaflet for parents.	Following signature of this Agreement
	Provide a template letter for the School to send to parents to tell them they have joined the Cambridge English Schools programme,	Following signature of this Agreement

	what it means for the School and the benefits it will bring.	
	Provide a template advertisement for the School to use.	Following signature of this Agreement
	Provide a teacher statement for every English teacher working on the Cambridge English Schools programme, which they can add to their professional portfolio, acknowledging their commitment to the programme.	Following signature of this Agreement
Ongoing benefits	Provide the opportunity to enter a global competition exclusively for Cambridge English Schools.	Once per academic year during the Term
	Provide information on and access to the wide range of benefits and initiatives that are available to all Cambridge Assessment English and Cambridge University Press customers. These include without limitation: • The opportunity to connect with a school in another country through Cambridge English Penfriends; • The opportunity to take part in a number of competitions; • Invitations to attend local events and seminars for teachers, providing information on the exams and practical teaching ideas; • Access to a range of fun games for learning; • Access to a toolkit to support you in organising a certificate ceremony to celebrate the success of your students and the work of your teachers.	Ongoing

7. Cambridge agrees that, during the Term, and provided the School meets the Target, Cambridge University Press and/or Cambridge English Exams (as applicable) will allow the School access to the further benefits below, subject to the School's compliance with the terms and conditions of the Logo Licence Agreement, as further detailed in Section C.

Description	Benefit	When will the benefit be provided?
Branding	Permit the School to use the Cambridge English Schools logo on marketing materials, etc.	At the end of the first academic year, and provided the Target has been met, for the remainder of the Term
	Provide a Cambridge English School certificate for the School to display inside the School building.	At the end of the first academic year, and provided the Target has been met, for the remainder of the Term
	Provide a Cambridge English School plaque for the School to display outside the School building.	At the end of the first academic year and provided the Target has been met, for the remainder of the Term

Signed on behalf of the parties:

Angela Wright
for Cambridge Assessment English

Ben Knight
for Cambridge University Press

Tatiana V. Starodubova
for Gymnasia "Perspektiva"

SECTION B: GENERAL TERMS

These terms apply to the whole of the Agreement. The Logo Licence Agreement in Section C of the Agreement is subject to additional terms, as set out in Section C. In the event of any conflict between the General Terms in this Section B and the terms of the Logo Licence Agreement in Section C regarding the use of the Designation and/or of the Logo as detailed in Section C, the terms in Section C shall take precedence.

1. The parties agree that neither shall disclose to any person, other than their own employees, officers, directors or agents having a reasonable need to know same (and those of their affiliated companies), any Confidential Information that has been disclosed to it by the other party, directly or indirectly, nor use same in any way either during the term of this Agreement or at any time thereafter without the express written authority of the other party, and to promptly return all Confidential Information on termination of this Agreement and on written request by the other party.

2. For purposes of the Agreement, **Confidential Information** means information that is proprietary as to the party which discloses it and is not generally known to the public or cannot be obtained other than through the party disclosing it. This includes, but is not limited to, financial information regarding either party, strategic business plans, marketing strategies, trade secrets consisting of programs, methods, formulae, processes, patterns, devices and compilations of information, records and specifications which have been developed or are owned by the disclosing party. Confidential Information that subsequently becomes public information as a result of the actions of the disclosing party shall thereupon no longer be considered confidential for purposes of the Agreement.

3. The provision for nondisclosure of Confidential Information and for ensuring the obligations of any subsidiary and/or affiliate under any subsequent project agreement will survive termination of this Agreement.

4. The School will ensure the performance of the obligations of its employees, subsidiaries and/or affiliates arising under or related to any subsequent legally binding project agreement.

5. This Agreement shall endure for the Term, as further detailed above, unless terminated earlier by Cambridge, in its sole discretion, by giving three (3) months' notice in writing to the School. Notwithstanding the foregoing, Cambridge shall have the right to terminate this Agreement without notice in the event of a serious breach of the Agreement by the School.

6. The terms of this Agreement are governed by English law and subject to jurisdiction of the English courts.

7. Should this Agreement be translated into any other language, the English language version will take precedence.

8. The parties will pay all of their own costs related to the intentions and terms of this Agreement, except as may be otherwise agreed between the parties in writing.

9. Nothing in this Agreement shall be construed as creating a joint venture, partnership, a contract of employment, the relationship of supplier and purchaser or a relationship of principal and agent between the parties.

10. Neither party shall disclose the terms of this Agreement or make any announcement relating to this Agreement or its subject matter without the prior written approval of the other party.

11. This Agreement represents the entire agreement of the parties and supersedes any prior agreement or discussions with respect to the subject matter of this Agreement but may be supplemented by an addendum, which is in writing and signed by authorised representatives of the parties.

SECTION C: LOGO LICENCE AGREEMENT

These terms apply to the Logo Licence Agreement. In the event of any conflict between these terms and the General Terms of the Agreement regarding the use of the Designation and/or use of the Logo, the terms of this Licence Agreement shall take precedence.

1. **Background**

1.1 Cambridge owns rights in and to the designation "Cambridge English School" (**the Designation**).

1.2 Cambridge further owns rights in and to the Logo, as provided below:

Cambridge English School
using Cambridge English exams & materials

1.3 The School wishes to use the Designation and the Logo, and Cambridge is willing to agree to each of such uses, subject to the terms of this Logo Licence Agreement (**Licence Agreement**).

2. Grant of licence

2.1 Subject to the School meeting the Target as set out in clause 5.1 of the Agreement, the School may thereafter be authorised by Cambridge to use the Designation and the Logo. Such authorisation is in Cambridge's sole discretion, and shall not be effective until it has been communicated in writing by Cambridge to the School.

2.2 Subject to clause 2.1, Cambridge hereby grants the School a non-exclusive licence to use the Designation, subject to the terms and conditions of this Licence Agreement, during the Licence Term of this Licence Agreement (as defined in clause 3.1 below).

2.3 Subject to clause 2.1, Cambridge hereby grants the School a non-exclusive right and licence to use the Logo, subject to the terms and conditions detailed in this Licence Agreement, during the Licence Term of this Licence Agreement.

2.4 For the avoidance of doubt, the licences granted to the School under clause 2.2 and clause 2.3 above may not be transferred, sold, passed to or otherwise shared with a third party without the express written consent of Cambridge.

3. Commencement and duration

3.1 This Licence Agreement shall commence on the date on which Cambridge authorises in writing to the School the use of the Designation and/or the Logo, further to the provisions of clause 2.1 above, and shall continue for a period of one (1) year (**the Licence Term**). For the avoidance of doubt, receipt of written authorisation from Cambridge is a condition of this Licence Agreement coming into effect. Any use of the Designation and/or the Logo prior to receipt of the said written authorisation will constitute an infringement of Cambridge's intellectual property rights in the Designation and/or the Logo, as applicable.

3.2 At the end of the Licence Term, if the Licence Agreement is not renewed, the School shall immediately cease use of the Designation and the Logo and shall remove all extant uses of the Designation and Logo, including from its materials, systems and records.

3.3 If this Licence Agreement is terminated or suspended, or if use of the Designation or Logo is otherwise withdrawn from the School by Cambridge, use of the Designation and Logo must cease immediately.

4. Permitted uses of the Designation and Logo

4.1 As a condition of the grant of the licence detailed in clauses 2.2 and 2.3 above, the School shall be entitled to use the Designation and/or Logo subject to the following terms and conditions:

a. The Designation and/or Logo may only be used in connection with the School's use of Cambridge University Press course materials and Cambridge English Exams examinations in its English language teaching programme (**the Programme**); and

b. The School may only use the Logo for the following applications:

i. on publicity documents and other promotional material relating to the Programme;

ii. on press advertising that relates specifically to the Programme;

iii. on web pages that relate specifically to the Programme;

iv. on administrative material relating specifically to the Programme, or to Cambridge University Press and/or to Cambridge English Exams.

v. on promotional goods (e.g. pens, pencils, mugs, etc.) associated with the Programme, provided that such items are given away and not sold, and are of appropriate quality and consistent with Cambridge's brand and image, subject at all times to prior written approval from Cambridge of the proposed use.

No other uses of the Logo are permitted.

c. The Logo must be used in the format and proportions shown in clause 1.2 of this Licence Agreement, and must include the subtitle; and

d. The School must not use a copy of the Logo derived from any other source; and

e. The applications detailed in subsection 4.1(b) above are permitted subject at all times to the condition that the use in question does not state or imply endorsement by Cambridge English Exams or Cambridge University Press of the School's other activities, including without limitation approval of the quality of teaching or other services provided by the School.

5. Prohibited uses of the Logo

5.1 Use of the Logo for any of the following applications is expressly prohibited:

a. on any certificate, invoice or other financial document;

b. on letterhead, business cards or other stationery;

c. as part of an e-mail template or in any other electronic form other than as part of a web page as described in subsection 4.1(b) above.