

Trinity College London

and

I.C. OLGA ROVERE

(Centre Name)

Registered Exam Centre Number : 58602

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REGISTERED EXAM CENTRE AGREEMENT FOR ITALIAN 'SCUOLE STATALI E PARITARIE'

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**THIS AGREEMENT** is BETWEEN:

- (1) **Trinity College London**, a company (Company Registration No. 02683033) and a charity (Charity No. 1014792) whose registered office is at Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom, and its successors and permitted assigns (**'Trinity'**); and
- (2) Name of organisation (as it appears on official company documentation):

..... I.C. OLGA ROVERE .....

Full address of registered office: ..... VIA SAN ROCCO, 66 .....

..... 00068 RIGNANO FLAMINIO (RM) .....

Street/Square: ..... VIA SAN ROCCO .....

No.: ..... 66 ..... Post Code: ..... 00068 .....

Town: ..... RIGNANO FLAMINIO .....

..... Province: ..... RM .....

Trinity College London Centre Registration number: .....  
(**'Registered Exam Centre'**, **'REC'**, **'you'**, **'your'**, **'your school'**).

**BACKGROUND**

Trinity is a leading international exam board providing qualifications in the English language and in a range of disciplines in the performing arts. Trinity wishes to engage your school to host Trinity exams on the terms and conditions of this Agreement.

**1. DEFINITIONS**

- 1.1 The following terms have the following meanings:

**Commencement Date** ..... 15 FEBRUARY 2015 .....

**Confidential Information** means any and all information of a secret or confidential nature and not publicly known (whether or not marked proprietary and/or confidential, oral or written, and however stored) and which has been or will be provided by Trinity to you, or which you become aware of as a result of entering into and performing your obligations under this Agreement, including but not limited to Trinity's technical, financial, academic or business information.

**Control** means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

**Intellectual Property** means all intellectual property rights belonging to Trinity including without limitation all patents, patent applications, goodwill, names, logos (including your Registered Exam Centre Logo), Trinity Marks, design rights, copyright and all related rights (such as rights in typographical arrangements), know-how (including that set out in the Registered Exam Centre Handbook), data, databases (whether registrable or not in any country), internet expertise, software, proprietary hardware, technical information, and graphic representations and likeness of Trinity services, products or premises.

**This Agreement** means this agreement, its schedules and other documents attached to it or incorporated by reference to it (all are amended or added to from time to time).

**Trinity Marks** means the trademarks (whether registered or unregistered) such as Trinity College', 'TCL', 'Trinity College London', 'Trinity', 'Trinity Guildhall', 'Trinityrock' and any other trademark, logo, get up, strap line, domain names (URL's) and website names (URL's) such as www.trinitycollege.com and www.trinityrock.com used by or on behalf of Trinity to designate any of its past, present or future activities anywhere in the world.

**Trinity IT Systems** means Trinity's information technology platform (including formats and templates) made available or notified to you to support Trinity exams.

## **2. WORKING WITH TRINITY**

- 2.1 Following signature of this Agreement, Trinity will send you a Trinity registration pack. It will contain instructions to enable you to access Trinity IT systems, enrol candidates, and assist with Exam Visits in accordance with Trinity's applicable syllabuses, regulations, information, and guidance. It will also contain information about Trinity's operational procedures which are set out, primarily, in its Registered Exam Centre Handbook.
- 2.2 Following your satisfactory completion of a first (or next) inspection by Trinity and/or first (or next) Exam Visit (at Trinity's discretion), Trinity will make available to you:
- (i) your Registered Exam Centre logo; and
  - (ii) a certificate of centre registration which Trinity will renew every two years for so long as you remain registered as a Trinity centre.
- 2.3 Trinity will arrange for Trinity examiners to attend your exam sessions in accordance with its standard terms for the scheduling of exam visits (as set out in the Registered Exam Centre Handbook). For the avoidance of doubt, the arrangement of each exam visit is subject to certain payment terms and a minimum booking fee.
- 2.4 Trinity will issue original exam certificates for you to distribute to successful candidates.
- 2.5 Trinity will publish your school contact details on its website. You acknowledge and agree it is your responsibility to ensure your details are accurate and up-to-date at all times.

## **3. BEING A REGISTERED EXAM CENTRE**

- 3.1 As a Registered Exam Centre, you will engage with Trinity and carry out the activities set out at schedule 1 for the benefit of your candidates.
- 3.2 You hereby guarantee to apply your highest standards of customer care and best academic practice and, so far as these are applicable to your school, to act at all times in accordance with:
- (i) all applicable laws and regulations during the term of the Agreement; and
  - (ii) all of Trinity's policies, operational procedures (such as these set out in the Registered Exam Centre Handbook), terms and requirements of Trinity's syllabuses and regulations, information and guidance notified to you.
- 3.3 Trinity reserves the right to inspect your centre on the day of a Trinity Exam to observe your centre's compliance with Trinity's rules and regulations.

## **4. TRINITY'S ENTRY FEES AND YOUR EXPENSES**

- 4.1 Trinity will notify you of its entry fees and will provide you with reasonable notice of any changes.
- 4.2 You will collect and pay over to Trinity all of the entry fees (and/or minimum booking fee if applicable) accrued for your Trinity exams in accordance with the payment terms set out in the Registered Exam Centre Handbook, and without any set-off, counterclaim, deduction or withholding unless agreed by Trinity in advance.

4.3 Subject to clause 4.4, you will be entitled to retain an administration fee for handling the enrolment of candidates at your centre. The administration fee shall be 10% (inclusive of VAT) of the aggregate gross entry fees payable to Trinity by candidates taking Trinity Exams at your centre.

4.4 You are not entitled to retain an administration fee for handling the enrolment of candidates at your centre for Trinity Exams in language for which Trinity charges a special, reduced entry fee.

## **5. YOUR USE OF TRINITY BRANDS**

5.1 Trinity hereby grants you for the duration of this Agreement the non-exclusive non-transferable right (with no rights to sub-license) to use your Registered Exam Centre Logo and those Trinity Marks which designate your Trinity Exams. You must ensure that all material produced in connection with your Exam Services are approved by Trinity prior to general release and comply with:

- (i) limitations and/or restrictions on use which may be communicated to you from time to time; and
- (ii) the branding and copy guidelines issued by Trinity from time to time.

5.2 You will ensure that you do not suggest in any way that your centre is owned or controlled by Trinity or that it has been accredited, validated or franchised by Trinity. Your Registered Exam Centre Logo and certificate of registration are the only valid proofs of your centre registration by Trinity.

5.3 Except where your use, filing or registration predates this Agreement, you will not use, register or attempt to register any mark, design, business name or domain name consisting or comprising or being confusingly similar to any of the Trinity Marks or your Registered Exam Centre Logo, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with Trinity, or may interfere with or jeopardise the registration and/or validity of Trinity's Intellectual Property.

## **6. CONFIDENTIALITY, SECURITY AND DATA MANAGEMENT**

6.1 Unless otherwise agreed with Trinity in advance, you must use Trinity IT Systems for the administration of your Trinity exams, and keep the information processed on behalf of Trinity accurate and up to date. You agree to comply with all of Trinity's data processing requirements in accordance with Trinity's reasonable requirements and any additional requirements applicable under local data protection and privacy laws.

6.2 You must comply with Trinity's security requirements applicable to the administration and hosting of the Trinity exams, including for the storage of Trinity exam papers and the verification of candidates' identity.

6.3 You must keep any Confidential Information, secret and secure, except for those parts that you are required to disclose by order of the court or other authority.

6.4 Upon receiving reasonable notice from Trinity, you will co-operate fully (at Trinity's reasonable cost) with requests for information and/or documents required by Trinity to audit payments or to meet requests by regulatory or funding bodies or where required by law.

## **7. LIMITS ON LIABILITY AND RESPONSIBILITIES OF THE PARTIES**

7.1 Subject to clause 7.2 and to the maximum extent allowed by law, Trinity will only be liable for your actual direct losses arising out of or in connection with a material breach by Trinity of this Agreement to a maximum amount (in aggregate regardless of the number of claims) equal to the total entry fees (and/or corresponding minimum booking fees, if applicable) due to Trinity under this Agreement in the twelve (12) month period immediately preceding the breach.

Nothing in this clause may however limit or exclude any liability for death or personal injury, fraud, fraudulent misrepresentation, deceit or criminal acts.

- 7.2 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 any of your employees or other persons acting on your behalf for any employment-related payment or remuneration; or
  - (ii) infringement or theft of any Confidential Information or Intellectual Property rights by your employees or other persons engaged by you to provide the Trinity exams.
- 7.3 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 Registered Exam Centre.

## **8. DURATION AND TERMINATION**

- 8.1 This Agreement will come into force on the Commencement Date and will remain in effect for **four years**, unless terminated earlier in accordance with this clause.
- 8.2 Either party may terminate this contract without compensation (but without prejudice to any of its rights or remedies):
- (i) without cause, by giving the other three months' written notice; or
  - (ii) by reason of force majeure, subject to paragraph 7 of the General Conditions set out at schedule 2; or
  - (iii) if the other party ceases or threatens to cease to carry on business or suspends payment of its debts, or in the event of a change of Control (or any equivalent event occurs in any jurisdiction in which that other party is incorporated, is resident or carries on business), by giving written notice to the other.
- 8.3 Without prejudice to any of its rights or remedies, Trinity may, on giving you written notice, terminate this Agreement immediately and without liability if:
- (i) Your school fails the preliminary centre inspection pending confirmation of registration or any subsequent inspection;
  - (ii) You commit a material breach of any of the terms of this Agreement and (if such a breach is remediable) you fail to remedy that breach within 14 days of being notified in writing of the breach; or
  - (iii) Trinity reasonably considers that the administration of your school's affairs is prejudicial to its interests (including in the case of your breach of any security requirement, malpractice or maladministration of the Trinity exams), or is not consistent with its brand values, guidelines and/or reputation, or may bring the reputation of members or organisations within academia, education, or the arts into disrepute.
- 8.4 Trinity reserves the right to suspend or restrict the validity of your registration certificate with immediate effect during the period of 14 days given to you to correct a breach of this Agreement or while investigating your conduct.

## **9. CONSEQUENCES OF SUSPENSION OR TERMINATION**

- 9.1 Immediately upon the expiry, suspension or termination of this Agreement (or at Trinity's reasonable request if investigating your conduct):
- (i) you will take all reasonable steps to act in Trinity candidates' legitimate best interests;
  - (ii) you will fulfil all of your remaining obligations, such as 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 and deliver all further documents as may be necessary to vest all rights, title and interest in any Intellectual Property vesting in Trinity pursuant to clause 5.1; and
- (c) cease to use Trinity IT Systems and any other property of Trinity; and
- (iii) all outstanding sums payable by either party to the other shall immediately become due and payable.

9.2 On termination of this Agreement for any reason, each party's accrued rights and liabilities as at termination, as well as clauses 6 (*Confidentiality, Security and Data Management*), 7 (*Limits on Liability and Responsibilities of the Parties*), 9 (*Consequences of Termination*) and 10 (*Declaration*) and paragraphs 13 (*Governing Law and Jurisdiction*) and 14 (*Language*) of schedule 2, will survive and continue in full force and effect.

## 10. DECLARATION

10.1 You further warrant, represent and undertake to Trinity that:

- (i) you have the necessary power and authority to enter into and perform your obligations under this Agreement; and
- (ii) the information provided by you in your application form is true and not misleading.

10.2 You recognise that you are legally and financially independent of Trinity. Nothing in this Agreement is intended to make you an agent or partner of Trinity or to constitute a joint venture between you and Trinity.

This Agreement has been signed on behalf of each of the parties by a duly authorised signatory on the date(s) stated below.

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

..... I.C. OLGA ROVERE .....

Company registration number (if applicable):

..... 58602 .....

Registered address:

..... VIA SAN ROCCO, 66 .....

..... 00068 RIGNANO FLAMINIO .....

..... (RM) ..... Country: ..... ITALIA .....

**SIGNED** for and on behalf of the **REGISTERED EXAM CENTRE:**

..... House Caroline .....

Signature

..... KARISA MARCHIZZA .....

Name of duly authorised signatory

..... DIRIGENTE SCOLASTICO .....

Job title

Company stamp (if applicable)



..... 11/02/2015 .....

Date

**SIGNED** for and on behalf of **TRINITY COLLEGE LONDON:**



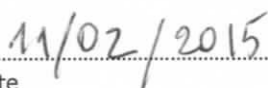
.....  
Signature

**SARAH KEMP**

Print name

**CHIEF EXECUTIVE**

Job title



.....  
Date