

Cambridge Placement Test Sublicence Terms

1. Interpretation

1.1. In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

Cambridge Placement Test	means the English language skills assessment system developed by Cambridge ESOL and available in paper-based and Web Application formats; the Web Application takes 30 minutes maximum and tests Reading/Use of English and Listening. The paper-based test takes 30 minutes maximum and tests Reading/Use of English.
Documentation	means the user guides and other information associated with the Cambridge Placement Test supplied by Cambridge ESOL to the Direct Customer.
Test	means a single run through the Cambridge Placement Test resulting in the delivery of a candidate result.
Test Count	means a single paper-based Test or an 'electronic token' recorded online which allows The Direct Customer to access a Test via the Web Application
Web Application	means an online web version of the Cambridge Placement Test supplied in accordance with this Agreement and the terms and conditions agreed to by entry of a password into the web version for use of the web version, which version will be offered for as long as and in whatever Test Count quantity Cambridge ESOL chooses in its absolute discretion.

1.2. As used herein unless the context otherwise requires, the single includes the plural and vice versa.

1.3. As used herein unless the context otherwise requires the masculine includes the feminine and vice versa.

1.4. The headings in this Agreement are for the convenience of the parties only, and are in no way intended to affect, describe, interpret, define or limit the scope, extent, intent or interpretation of this Agreement or any provision thereof.

1.5. References herein to clauses and schedules are to the clauses and schedules of and to this Agreement. In the event of any conflict or inconsistency between any provision of the clauses and a provision of any schedule or document to be incorporated herein, the clauses shall prevail.

2. Grant of License

2.1. In consideration of the payment by the Direct Customer of the Test Fee, Cambridge ESOL hereby grants to the Direct Customer a non-exclusive license for the Term to use the Cambridge Placement Test at the Site or on Web Application as a language assessment tool and for no other purposes.

2.2. The Direct Customer undertakes that the Cambridge Placement Test will be used internally within the Direct Customer (which includes sub-licensees approved under clause 2.3), not marketed externally and will not be used for commercial purposes.

2.3. Cambridge ESOL also grants to the Direct Customer, subject to clause 22 of this Agreement, the right to sub-license the Cambridge Placement Test under the following provisions:

2.3.1. The Direct Customer shall grant non-exclusive sub-licenses only under a written sub-license agreement expressly approved, before execution and in writing, by Cambridge ESOL in its sole discretion;

2.3.2. subject to clause 2.3.5 below, the Direct Customer shall be responsible for ensuring and shall procure that each and every sub-licensee is bound by an approved sub-license agreement and fully complies with the terms of the same, and the Direct Customer shall not waive any of its rights under, or vary any term of, any approved sublicense agreement, except where additions are required under the local law applicable to a particular sublicense agreement and then only with the prior written agreement of Cambridge ESOL; **in order to provide for the preservation of Cambridge ESOL's rights hereunder, clauses 1.1, 2, 6, 8, 11, 22 and Annexure B of this Agreement shall be attached and incorporated in to each sub-licence agreement, and said clauses shall apply (where reasonable) to any ESOL approved sub-licensee as if the sub-licensee was the Direct Customer and the Direct Customer**

was Cambridge ESOL except that 1.1 and 6.1 shall not apply as if Direct Customer was Cambridge ESOL; the aforementioned clauses and Annexure B shall be incorporated (if not by direct insertion into a sublicense) by the inclusion of the following text into any sublicense agreement: "The sublicensee (purchaser) is bound by the Additional Terms attached hereto as set forth in 2.3.2 of those terms."

- 2.3.3. the Direct Customer shall not without Cambridge ESOL's prior written consent, **which is hereby given as to the clauses set forth in clause 2.3.2 for any approved sublicense**, disclose to any sublicensee or proposed sublicensee the content of this Agreement or any term of this Agreement;
- 2.3.4. the Direct Customer shall be liable with respect to any breach by a sublicensee to the extent that Cambridge ESOL has the right to recover any losses, costs or damages directly from the sublicensee;
- 2.3.5. any sub-licence granted shall persist only for the duration of this licence and termination of this licence for whatever reason shall effect the termination of any and all sub-licences granted hereunder, without prejudice to any accrued rights or liabilities of Cambridge ESOL and any rights or remedies Cambridge ESOL may be entitled to hereunder or at law;
- 2.3.6. in the event of any breach of any terms of an approved sublicense agreement, the Direct Customer shall use all reasonable endeavours to procure that such breach is remedied. Without prejudice to the foregoing, in relation to any sublicense agreement in respect of which any circumstance entitling the Direct Customer to terminate with immediate effect has occurred, arisen, or been occasioned, the Direct Customer shall:
 - 2.3.6.1. provide to Cambridge ESOL a copy of the sublicense agreement and details of the identity of the sublicensee and
 - 2.3.6.2. after first obtaining written approval from Cambridge ESOL terminate such sublicense agreement in accordance with its provisions,
 - 2.3.6.3. permit, and not object to or otherwise challenge, the enforcement of such sublicense agreement by Cambridge ESOL directly pursuant to the Contracts (Rights of Third Parties) Act 1999, to the extent permitted by the law applicable to the sublicense agreement.
- 2.4. The Direct Customer shall promote and market the Cambridge Placement Test only upon terms pre-approved by Cambridge ESOL and such terms shall provide always that all materials and manner of advertising or any documents or papers in any way which use the names "Cambridge ESOL", "University of Cambridge Local Examinations Syndicate", the "University of Cambridge", "Cambridge" or "Cambridge Placement Test" or any substantially similar names, shall be expressly approved in advance by Cambridge ESOL in writing. Cambridge ESOL hereby grants the Direct Customer a non-exclusive, non-transferable licence for the Term to use such name and logos or crests in a manner previously so approved by Cambridge ESOL and as provided in this Agreement.
- 2.5. Where appropriate, Direct Customer shall promote and market Cambridge ESOL exams through its network of companies, affiliates, subsidiaries and/or various internal media sources as set out in Annexure A and shall comply with the Marketing Guidelines set out in Annexure B, if such annexures are attached hereto.
- 2.6. The Direct Customer hereby grants Cambridge ESOL a non-exclusive, non-transferable licence to use the Direct Customer's name and logos or crests for promotional purposes during the Term.
- 2.7. For the avoidance of doubt, Cambridge ESOL shall be entitled to both use the Cambridge Placement Test with and license the Cambridge Placement Test to any third party.
- 3. Test Fee**
 - 3.1. The Test Fee during the Term shall be Cambridge ESOL's prevailing market rates for the territory within which the Direct Customer operates and as advised by Cambridge ESOL from time-to-time.
 - 3.2. Notwithstanding clause 3.1 where any discounted Test Fee rates have been negotiated and expressly approved by Cambridge ESOL in writing such discounted rates will apply to Tests provided under this Agreement for so long as such discounted rates are valid.
 - 3.3. Pursuant to HM Revenue and Customs Reference: Notice 701/30 section 7 (Examination services) (January 2002) Educational and Vocational Training this license is not a taxable supply. In the event that this statement should be shown to be incorrect all payments due hereunder shall be deemed to be exclusive of VAT which shall be due and payable within 14 days written notice of the same. The Direct Customer shall comply with all applicable local laws and

regulations of its jurisdiction including, without limitation, the Direct Customer shall pay any taxes including those applicable to the Cambridge Placement Test or to Cambridge ESOL.

3.4.

- 3.5. This Agreement covers the Cambridge Placement Test in whatever format, mode of delivery or language, it exists. This Agreement does not cover the development of any further functionality required specifically by the Direct Customer, which shall be covered in separate agreements.

4. Title and Confidentiality in the Cambridge Placement Test and Documentation

- 4.1. Cambridge Placement Test and the Documentation contain confidential and proprietary information of Cambridge ESOL and all copyright, trade marks and other intellectual property rights in the Cambridge Placement Test and the Documentation are the exclusive property of Cambridge ESOL. No title or rights of ownership, copyright or any other intellectual property in the Cambridge Placement Test, the paper version, Web Application or Documentation is transferred to the Direct Customer other than the Licence rights expressly granted hereby.

- 4.2. Except as expressly permitted by this Agreement, the Direct Customer shall not:

- 4.2.1. copy the whole or any part of the Cambridge Placement Test, Web Application or the Documentation;
- 4.2.2. modify, merge, interface or combine the whole or any part of the Cambridge Placement Test, Web Application or the Documentation with any other software, source code or documentation otherwise than with the prior written consent of Cambridge ESOL, consent not to be unreasonably withheld;
- 4.2.3. distribute, sell, lease, rent, charge or otherwise deal in or encumber the Cambridge Placement Test or the Documentation nor use on behalf of or make available the same to any third party; or
- 4.2.4. adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Cambridge Placement Test, Web Application except insofar as such actions are required under local law.

- 4.3. The Direct Customer shall:

- 4.3.1. keep confidential the Cambridge Placement Test, the paper version, Web Application and the Documentation, effect and maintain adequate security measures to safeguard the Cambridge Placement Test, Web Application and the Documentation from access or use by any unauthorised person and in particular limit access to the same as those of its (or their) employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Cambridge Placement Test, Web Application and the Documentation;
- 4.3.2. maintain and not impair in any way Cambridge ESOL's copyright and trademark notices on the Cambridge Placement Test, Web Application or the Documentation;
- 4.3.3. without prejudice to the foregoing take all other steps, as shall from time to time be necessary, to protect the confidential information and intellectual property rights of Cambridge ESOL in the Cambridge Placement Test, Web Application and the Documentation.

- 4.4. The Direct Customer shall inform all relevant employees, agents and sub-contractors that the Cambridge Placement Test, Web Application and Documentation constitute confidential information of Cambridge ESOL and that all intellectual property rights therein are the property of Cambridge ESOL and the Direct Customer shall take all steps as shall be necessary to ensure compliance by such employees, agents and sub-contractors with the provisions of this clause 6.

5. Indemnification

- 5.1. The Direct Customer shall indemnify, defend and hold harmless Cambridge ESOL against any and all damages, claims, penalties, actions, proceedings, losses, liabilities or expenses whatsoever arising in any way out of or in connection with the failure of the Direct Customer to comply with any of its obligations under this Agreement. The Direct Customer will give all reasonable assistance to Cambridge ESOL in proceeding against any person to whom the Direct Customer has disclosed the Cambridge Placement Test, Web Application or the Documentation or any part thereof and shall promptly notify Cambridge ESOL if it suspects or becomes aware of:

- 5.1.1. any breach of confidentiality or infringement of any of Cambridge ESOL's rights in the Cambridge Placement Test, Web Application or the Documentation (whether actual or threatened) by any person (whether authorised or otherwise) or

- 5.1.2. any unauthorised use of the Cambridge Placement Test, Web Application or the Documentation by any person.

The provisions of this clause will survive termination of this Agreement for any reason.

- 5.2. Damages resulting from a breach of this Agreement by the Direct Customer may well be impossible to measure accurately, and any injuries sustained by Cambridge ESOL may be irreparable. In addition, then, to claiming damages in respect thereof, Cambridge ESOL will be entitled to seek an injunction to prevent a breach of the covenants and obligations as provided for in this Agreement, and such right will be cumulative and in addition to any other remedies which may be available.

6. Warranty

- 6.1. Subject to the provisions of clauses 8.4 and 9, Cambridge ESOL warrants that the Cambridge Placement Test Web Application will be free from material defects in the medium upon which they are recorded under normal use and service for a period of one year from the Commencement Date provided that Cambridge ESOL's entire liability and the Direct Customer's sole remedy for breach of this warranty shall be the replacement or amendment of any defective medium covered under this warranty.

- 6.2. The Direct Customer shall give notice to Cambridge ESOL as soon as possible upon becoming aware of any breach of warranty.

- 6.3. Cambridge ESOL shall have no liability to remedy a breach of warranty where such breach arises as a result of:

- 6.3.1. any modification of the Cambridge Placement Test, Web Application or the Documentation by any person other than Cambridge ESOL;

- 6.3.2. any use of the Cambridge Placement Test, Web Application other than in accordance with the Documentation;

- 6.3.3. the improper use operation or neglect of the Cambridge Placement Test Web Application or the subjection of any of these to unusual physical or electrical stress or any failure or fluctuation in electrical power, air-conditioning or humidity controls;

- 6.3.4. the modification or merger of Web Application, in whole or in part, with any other software or source code;

- 6.3.5. the use of the Cambridge Placement Test Web Application at a place other than a Site except where agreed under the conditions in paragraph 2.4;

- 6.3.6. the failure by The Direct Customer to implement adequately any recommendations in respect of, or solutions to, faults previously advised by Cambridge ESOL;

- 6.3.7. any repair and adjustment, alteration or modification of the Cambridge Placement Test, Web Application or the Documentation by any person other than Cambridge ESOL without Cambridge ESOL's consent;

- 6.3.8. the use of the Cambridge Placement Test Web Application for a purpose for which it was not designed; or

- 6.3.9. the use of the Cambridge Placement Test Web Application on platforms or with programs not supplied by or expressly approved in writing by Cambridge ESOL.

- 6.4. Subject to the foregoing all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Cambridge Placement Test, Web Application and Documentation are hereby excluded to the fullest extent permitted by law.

7. Availability of Web Application

- 7.1. Cambridge ESOL expressly excludes any warranty or undertaking, express or implied that the Web Application will be compatible with the Direct Customer's systems. In the event of any incompatibility Cambridge ESOL shall take all reasonable steps to assist the Direct Customer in resolving such incompatibility. Such steps may involve offering a similar test in an alternative test format, such as a paper-based or CD-Rom Test with dongle, at Cambridge ESOL's discretion. The Direct Customer accepts that Cambridge ESOL holds no liability for any loss, costs of damages incurred by the Direct Customer as a result of such incompatibility.
- 7.2. The Direct Customer acknowledges that Cambridge ESOL cannot guarantee that the Web Application will always be available to the Direct Customer owing to the nature of the internet. In addition the Direct Customer acknowledges that the Web Application may be unavailable owing to maintenance, but where possible Cambridge ESOL will carry out such maintenance outside core operating hours, will try to minimise the period of disruption and shall endeavour to advise the Direct Customer in advance of any scheduled maintenance.

8. Limitation of liability

- 8.1. The following provisions set out Cambridge ESOL's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Direct Customer, agents, employees and sub-contractors in respect of:
 - 8.1.1. any breach of its contractual obligations arising under this Agreement and
 - 8.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- 8.2. Cambridge ESOL's liability to the Direct Customer under Part 1 of the Unfair Contract Terms Act 1977 or for death or injury resulting from the negligence of Cambridge ESOL or that of its employees or agents shall not be limited.
- 8.3. Cambridge ESOL shall be liable to the Direct Customer in respect of direct damage to the physical property of the Direct Customer resulting from the negligence of Cambridge ESOL, its employees or agents up to a limit of £1000.00 in respect of any one event or series of connected events.
- 8.4. In all other cases Cambridge ESOL's liability to the Direct Customer will not exceed the aggregate of the Test Fees paid by the Direct Customer.
- 8.5. Cambridge ESOL shall not in any circumstances be liable in respect of any loss of profits, goodwill or any type of special, indirect or consequential loss (including, without limitation, business interruption, loss of business information or data and loss or damage suffered as a result of any action brought by a third party).

9. Intellectual property rights indemnity

- 9.1. In the event that the normal operation, possession or use of the Cambridge Placement Test, Web Application and/or Documentation by the Direct Customer infringes the patent copyright registered design or trade mark rights of any party (an "Intellectual Property Infringement") the Direct Customer shall:
 - 9.1.1. give notice to Cambridge ESOL of the Intellectual Property Infringement forthwith on becoming aware of the same;
 - 9.1.2. give Cambridge ESOL the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and shall not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of Cambridge ESOL; and
 - 9.1.3. act in accordance with the reasonable instructions of Cambridge ESOL and give to Cambridge ESOL such assistance as it shall reasonably require in respect of the conduct of the said defence including, without prejudice to the generality of the foregoing, the filing of all pleadings and other court processes and the provision of all relevant documents.
- 9.2. Cambridge ESOL shall have no liability to the Direct Customer in respect of any Intellectual Property Infringement if the same results from any breach by the Direct Customer of its obligations under this Agreement, or from the use of the Cambridge Placement Test, Web Application and/or Documentation in combination with any equipment or software not expressly approved in writing by Cambridge ESOL.
- 9.3. In the event of an Intellectual Property Infringement, (provided that the Direct Customer had complied with the provisions of clause 11.1), Cambridge ESOL shall be entitled at its own expense and option to:

- 9.3.1. procure the right for the Direct Customer to continue using the Cambridge Placement Test, Web Application and/or Documentation; or
- 9.3.2. make such alterations, modifications or adjustments to the Cambridge Placement Test, Web Application and/or Documentation so that they become non-infringing without incurring a material diminution in performance or function; or
- 9.3.3. replace the Cambridge Placement Test, Web Application and/or Documentation with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function;

and in any event Cambridge ESOL agrees to pay any reasonable professional fees and expenses properly incurred by the Direct Customer in the event of any Intellectual Property Infringement provided that the Direct Customer shall at all times be under a duty to mitigate its loss.

- 9.4. The foregoing provisions of this clause 11 state the entire liability of Cambridge ESOL to the Direct Customer in respect of any Intellectual Property Infringement. All other rights or remedies of the Direct Customer whether in contract, tort or otherwise are hereby excluded.

10. Risk in the Cambridge Placement Test and Documentation

- 10.1. Risk in the Cambridge Placement Test and the Documentation will pass to the Direct Customer upon delivery. If subsequently the Cambridge Placement Test and/or Documentation are (in whole or part) destroyed damaged or lost Cambridge ESOL will as soon as is reasonably practicable following a request by the Direct Customer replace the same, subject to the Direct Customer paying Cambridge ESOL's then prevailing charges for such replacement.

11. Confidentiality

- 11.1. The Direct Customer hereby undertakes to Cambridge ESOL to keep confidential all information, whether written (in any format), computer generated or oral, concerning in any way whatsoever the business and affairs of Cambridge ESOL that it shall have obtained or received as a result of entering into this Agreement save that which:

- 11.1.1. was already in its possession prior to entering into any agreement with Cambridge ESOL other than as a result of a breach of this clause 13; or

- 11.1.2. in the public domain other than as a result of a breach of this clause.

- 11.2. The Direct Customer undertakes to Cambridge ESOL to take all reasonable steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, agents or subcontractors.

12. Duration of Agreement

- 12.1. This Agreement shall commence on the Commencement Date and shall continue for the Term unless terminated earlier in accordance with clause 15.

13. Termination

- 13.1. This Agreement may be terminated:

- 13.1.1. forthwith by Cambridge ESOL if the Direct Customer fails to pay any sum due hereunder within 14 days of the due date therefore;

- 13.1.2. forthwith by Cambridge ESOL if the Direct Customer commits any breach of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;

- 13.1.3. forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of clause 123 of the Insolvency Act 1986 or if a trustee receiver, administrative receiver or administrator or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (other than for the purpose of an amalgamation or reconstruction) or if either party, being an individual or partnership, shall become bankrupt or enter into a voluntary arrangement or make any other assignment for the benefit of or a composition with creditors;

13.1.4. by either party by giving not less than six (6) months written notice of termination to the other party.

13.2. The expiry or any termination of this Agreement howsoever occasioned shall:

13.2.1. be without prejudice to any other rights or remedies Cambridge ESOL may be entitled to hereunder or at law;

13.2.2. not affect any accrued rights or liabilities of Cambridge ESOL nor the coming into or continuance in force of any provision hereof which is expressly, or by implication, intended to come into or continue in force on or after such termination; and

13.2.3. not entitle the Direct Customer to repayment of any sums paid to Cambridge ESOL under this Agreement and the Direct Customer shall continue to be obliged to pay any and all sums due under the terms of this Agreement without reduction or rebate.

13.3. Termination of this agreement shall terminate any and all sub-licences granted pursuant to clause 2.3.

13.4. Within 7 days of the termination of this Agreement (however and by whomever occasioned) the Direct Customer shall, at Cambridge ESOL's option, either return to Cambridge ESOL or securely and irrevocably destroy all copies of the Cambridge Placement Test and the Documentation in its possession and a duly authorised officer of the Direct Customer shall certify in writing to Cambridge ESOL that the Direct Customer has complied with such obligation.

14. Force majeure

14.1. Neither party shall be liable for any reasonable delay in, or for failure to, perform obligations if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, inability to obtain supplies, refusal or revocation of license or regulations of any civil or military authority.

15. Waiver

15.1. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be constructed as a waiver of any succeeding breach of the same or other provisions nor shall delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

16. Notices

16.1. Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post or by fax or (such fax notice to be confirmed by letter posted within 12 hours) to the address of the other party set out below (or such other address as may have been provided in accord with this clause 18) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax) upon the expiration of 12 hours after dispatch.

For Cambridge ESOL:	Legal Affairs Manager Cambridge ESOL (a division of UCLES) 1 Hills Road, Cambridge, CB1 2EU, United Kingdom Fax: +44 122 355 3036
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For the Direct Customer:	Mark Rendell English UK Registered office 219 St John Street, London EC1V 4LY
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17. Invalidity and severability

- 17.1. If any provision of this Agreement may be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

18. Entire agreement

- 18.1. Cambridge ESOL shall not be liable to the Direct Customer for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of execution of this Agreement unless expressly incorporated or referred to in this Agreement, which reflects the entirety of the undertakings and understandings between the parties as regards the subject matter hereof.

19. Successors

- 19.1. This Agreement shall be binding upon and inure to the benefit of the successors in title of the parties hereto.

20. Assignment and Sub-Licensing

- 20.1. The Direct Customer shall not, without Cambridge ESOL's prior express written consent, assign, transfer, sub-contract or sub-license any of its rights or obligations under this Agreement.

21. Law

- 21.1. This Agreement shall be governed by, and construed in accordance with, English law, and subject to the jurisdiction of the English courts.

22. Third Party Rights

- 22.1. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

23. Relationship of the Parties

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

24. Counterparts

- 24.1. This Agreement may be executed in counterparts, any one of which when delivered electronically or by hardcopy shall be deemed an original, but all of which taken together shall constitute one and the same document.

ANNEXURE A
Direct Customer Promotion and Marketing of the Cambridge Placement Test

Direct Customer shall designate and promote Cambridge ESOL as the sole preferred supplier of the Cambridge Placement Test throughout the Direct Customer group of affiliated or subsidiary companies and in particular, for the avoidance of doubt, Direct Customer shall only promote and market the Cambridge Placement Test and/or the Direct Customer and Cambridge ESOL relationship upon terms pre-approved by Cambridge ESOL and such terms shall provide always that all materials and manner of advertising, internal announcements or promotion or any documents or papers in any way which use the names "Cambridge ESOL", "University of Cambridge Local Examinations Syndicate", the "University of Cambridge" or "Cambridge", shall be approved in advance by Cambridge ESOL in writing and that all such using Cambridge ESOL's name or logotypes or crests or any joint logotype developed with Direct Customer shall identify Cambridge ESOL collaboratively with Direct Customer and/or directly with the Cambridge Placement Test and not link Cambridge ESOL with other products or items being used or promoted by Direct Customer.

Annexure B
Cambridge Placement Test and Cambridge ESOL Marketing Guidelines

1. Logo

1.2 The Cambridge Placement Test Logo is shown below.



2. Applications

2.1 You may only use this logo if approval is given in advance by Cambridge ESOL:

- On publicity documents and other promotional material relating to Cambridge ESOL and/or the Cambridge Placement Test.
- On press advertising that relates specifically to Cambridge ESOL and/or the Cambridge Placement Test.
- On web pages that relate specifically to Cambridge ESOL and/or the Cambridge Placement Test.
- On administrative material relating to Cambridge ESOL and/or the Cambridge Placement Test (except as specified in 2.2 below)
The above provisions are subject to the condition that the publication in question does not imply endorsement by Cambridge ESOL of Your other activities.

2.2 The logo may not be used:

- in relation to activities other than Cambridge ESOL and/or the Cambridge Placement Test
- On any certificate, invoice or other financial document
- On letterhead, business cards or other stationery
- As part of an e-mail template or in any other electronic form other than as part of a web page as described above

3. Using the logo

3.1 The logo must always be used in exactly the format and proportions shown above, including the subtitle.

3.2 You must not use a copy of the logo obtained from any other source.

3.3 Cambridge ESOL does not impose restrictions on the size or positioning of the logo, but You must ensure that its logos are displayed with equal prominence.

4. Copy approval

4.1 Every use of the logo must be approved **in advance** by Cambridge ESOL.

Written approval must be obtained for every individual use of the logos (e.g. for each publication, advertisement or web page) on which it appears. You must provide Cambridge ESOL with a final proof copy by post, fax or e-mail at least five working days before it is intended to be posted on the internet. Cambridge ESOL will provide a response within five working days.

4.2 You must not print the document or post it on the internet until approval has been provided.

5. Licensing the logos

5.1 The Cambridge ESOL logos and their component parts (in particular the shield and the title University of Cambridge) are trademarks of the University of Cambridge, protected by international law. The University will take all necessary steps – including prosecution – to prevent misuse of these trademarks.

5.2 In providing You with these logos, Cambridge ESOL grants the right to use it in the contexts listed in 2.1, subject to our approval, as specified in section 4. This licence does not transfer any additional rights in the logo and/or titles.

5.3 Permission to use the logos is dependent on the continuation of this Agreement. If this Agreement is cancelled or suspended, use of the logos must cease immediately.

5.4 All decisions regarding interpretation of these guidelines will be made exclusively by Cambridge ESOL and will be accepted by You. Cambridge ESOL reserves the right to amend these guidelines, subject to three months notice.

6. Names and titles - In all communications, You must make it clear that its relationship is with Cambridge ESOL and not with the University as a whole.

7. Promotional copy

7.1 In addition to the requirements in section 6, all materials produced in relation to the Cambridge Placement Test must accurately reflect the relationship between Cambridge ESOL and You, as specified in this Agreement.

7.2 You must not state or imply that Cambridge ESOL has approved the quality of teaching or other services provided by You.

8. Further information and advice - Any enquiries relating to the use of the logos, and requests for approval of copy should be addressed to:

Marketing Resources Unit, Cambridge ESOL Examinations, 1 Hills Road, Cambridge, CB1 2EU, United Kingdom

Tel: +44 1223 552618

Fax: +44 1223 553068

esollogo@ucdes.org.uk