

THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE ACTING THROUGH ITS  
DEPARTMENT CAMBRIDGE UNIVERSITY PRESS & ASSESSMENT

and

[NAME OF PUBLISHER]

**ENDORSEMENT AGREEMENT**

This Agreement is made on .....20XX



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## THE CONTRACT DETAILS

<b>The Parties:</b>	
<b>Publisher name and address</b>	<b>[FULL COMPANY NAME]</b> incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “ <b>Publisher</b> ”)
<b>Publisher contact name and contact details (including for notices and dispute resolution)</b>	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [Telephone] Postal Address: [POSTAL ADDRESS] Named person for Dispute Resolution: [NAME]
<b>Cambridge name and address (including for notices and dispute resolution)</b>	<b>THE CHANCELLOR, MASTERS, AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE</b> acting through its department Cambridge University Press & Assessment of Shaftesbury Road, Cambridge, CB2 8EA, together with any other of its departments and syndicates as it may act through or nominate from time to time (“ <b>Cambridge</b> ”)
<b>Cambridge contact name and contact details (including for notices and dispute resolution)</b>	Name: [NAME] Title: [TITLE] Email: <a href="mailto:legal@cambridge.org">legal@cambridge.org</a> for the attention of the General Counsel Postal Address: Shaftesbury Road, Cambridge, CB2 8EA Named person for Dispute Resolution: [NAME]
<b>Effective Date</b>	[to be inserted]

## THE CONDITIONS

### BACKGROUND

- (A) Cambridge is committed to offering choice and a wide range of teaching and learning material that caters to the diverse group of customers it serves. As part of this, Cambridge has in place an endorsement process whereby publishers and providers of teaching and learning materials can apply for their resources to be endorsed for Cambridge Pathway qualifications. The process of applying for and being issued with endorsement is outlined in The Guide to the Cambridge International Education Endorsement Process (available [LOCATION OF DOCUMENT]) and the Sharing Syllabus Information with Providers of Cambridge Endorsed Resources Policy (available [LOCATION OF DOCUMENT]);
- (B) As part of the endorsement process, the Publisher and Cambridge entered into a Non-Disclosure Agreement dated [DATE OF NDA] and the Publisher submitted an Endorsement of Resources Application Form.
- (C) This Agreement establishes the terms under which Cambridge will grant endorsement of specific Publisher's products (the "**Works**", as set out in Schedule 1 – The Works ) for use alongside Cambridge syllabuses and curricula (the "**Endorsement**").
- (D) This Agreement is without prejudice and is not intended to vary or supersede any other separate publishing agreement or other agreement that may exist between the Parties and which may or may not relate to the publication of textbooks, accompanying and supporting materials, and which is regulated separately under the terms of that agreement or arrangement.

### AGREED TERMS

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement.

##### 1.1 Definitions

**Affiliate:** in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

**Accessibility Legislation:** means

- (a) to the extent that the EAA applies, the EAA;
- (b) to the extent that the ADA applies, the ADA;
- (c) any other applicable laws which relate to accessibility.

**ADA:** means the Americans with Disabilities Act of 1990, and its implementing regulations and rules, as updated from time to time.

**Applicable Laws:** all applicable laws, statutes and regulations from time to time in force, including Accessibility Legislation.

**Applicable Data Protection Laws:** means:

- (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
- (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Cambridge is subject, which relates to the protection of personal data; and
- (c) any other applicable laws which relate to the protection of personal data.

**Background IPR:** means all know-how, documents, information and IPR created or developed by a Party as of the Effective Date, which is owned by or at the free disposal of that Party (excluding third party IPR). Cambridge's Background IPR excludes the Cambridge Marks.

**Brand Guidelines:** means the Branding Messaging & Editorial Style Guide that the Publisher must comply with as set out in Schedule 2 – Brand Guidelines and as amended by Cambridge from time to time.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.

**Cambridge Mark(s):** means any trade mark, mark or design or any other identifier (whether registered or unregistered) that is owned or licensed by, or associated with Cambridge, University of Cambridge, University of Cambridge Local Examination Syndicate or Cambridge University Press & Assessment, including "Cambridge International", "CAIE", "CIE", "University of Cambridge International Examinations", "University of Cambridge Local Examinations Syndicate", "UCLES", "Cambridge University Press & Assessment", the "University of Cambridge" or "Cambridge" and that may be notified in writing by Cambridge to the Publisher from time to time. Cambridge Marks (s) includes the Cambridge Endorsement Mark(s).

**Cambridge Endorsement Mark(s):** means the marks set out in the Appendix to the Brand Guidelines included in Schedule 2 – Brand Guidelines

**Charges:** the sums payable by the Publisher to Cambridge for the Endorsement, as set out in the Endorsement Fees List;

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

**EAA:** means the European Accessibility Act (Directive (EU) 2019/882) and its national implementations as updated from time to time.

**Effective Date:** as stated in the Contract Details.

**EIR:** means the Environmental Information Regulations 2004.

**Endorsement Fees List:** the fees list, as amended from time to time, and incorporated in the Endorsement of Resources Application Form;

**Endorsement of Resources Application Form:** means the application form for submitting resources for Endorsement , as may be updated by Cambridge from time to time;

**EU GDPR:** means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

**FOIA:** means the Freedom of Information Act 2000.

**Force Majeure:** means, in relation to either Party, any event, circumstance or cause beyond the reasonable control of that Party including 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, epidemic or pandemic, or Act of God.

**Intellectual Property Rights or IPR:** all patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Publisher Materials:** all documents, information, items and materials in any form, whether owned by the Publisher (e.g. the Publisher's Background IPR) or a third party, which are provided by the Publisher to Cambridge in connection with the Endorsement, including the items provided pursuant to clause 5.1(a).

**Taxes:** any relevant value added tax, GST or similar sales or service tax properly charged under the laws of any relevant jurisdiction.

**Term:** has the meaning given to it in clause 2.1.

**Third Party Code of Conduct:** Cambridge's Third Party Code of Conduct that can be found [here](#), as updated by Cambridge from time to time.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.6 Unless the context otherwise requires, a reference to one gender shall be deemed to include a reference to every gender.
- 1.7 A reference to **writing** or **written** includes email.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A reference to **this Agreement** or to any other **agreement** or document referred to in this **Agreement** is a reference of this **Agreement** or such other **agreement** or document, in each case as varied from time to time.

## **2. COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall commence on the Effective Date and expires on completion of the latest Endorsement Expiry Date listed in Schedule 1 – The Works , as updated from time to time (the “**Final Endorsement Expiry Date**”) (the “**Term**”), unless terminated earlier in accordance with clause 14 (*Termination*).

## **3. SCOPE OF ENDORSEMENT**

- 3.1 Endorsement is granted solely for the Works listed in Schedule 1 – The Works and shall apply for the lifetime of the relevant syllabus or curriculum to which the Works relate.
- 3.2 An Endorsement signifies alignment with Cambridge’s standards of quality and accuracy in educational resources and alignment with the respective Cambridge syllabus and curriculum. The Endorsement does not extend to Cambridge confirming that the Works comply with Applicable Laws (including any Accessibility Legislation). Responsibility for ensuring that the content of the Works complies with Applicable Laws (including any Accessibility Legislation) is solely that of the Publisher.
- 3.3 Cambridge and the Publisher agree that the Endorsement does not extend to any adaptation, translation, or subsequent editions of the Works, nor to any material repurposed from the Works.
- 3.4 Cambridge and the Publisher acknowledge and agree that Endorsement applies exclusively to the specified Works and does not constitute, imply, or extend to any endorsement of the Publisher, its organisation, operations, or other products. The Publisher must not claim or represent, whether expressly or impliedly, that Cambridge endorses the Publisher or any of its other resources.



- 3.5 Endorsement expires for each specific Work at 5PM GMT on the end date of the lifetime of the relevant syllabus or curriculum (the “**Endorsement Expiry Date**”). Each relevant Endorsement Expiry Date is listed in Schedule 1 – The Works against the relevant Works.
- 3.6 The Endorsement is non-transferable, non-exclusive, and strictly limited to the Works detailed in this Agreement.
- 3.7 Any additional or revised Works for new syllabuses or curricula must be approved in accordance with the terms of the Agreement. The Parties agree that Schedule 1 – The Works shall be updated from time to time to include newly endorsed resources approved in accordance with the terms of this Agreement. The Parties shall maintain and exchange updated versions of Schedule 1 – The Works as necessary, and the latest version of Schedule 1 – The Works, as updated in accordance with this clause 3.7, shall be incorporated by reference into this Agreement and shall be binding on the Parties. For the avoidance of doubt, any update to Schedule 1 – The Works effected under this procedure shall have the same legal force and effect as if such update were made by formal amendment to this Agreement.
- 3.8 The Publisher acknowledges that Cambridge is free to endorse works of other Publishers and enter into agreements with them on terms that are the same or similar to the terms of this Agreement.

#### **4. THE ENDORSEMENT OF THE WORKS DURING THE TERM**

- 4.1 Cambridge and the Publisher have undertaken a quality assurance review process (“**Endorsement Review**”) outlined in The Guide to the Cambridge International Education Endorsement Process for each of the Works listed in Schedule 1 – The Works.
- 4.2 As part of the Endorsement Review, Cambridge shall issue an email (the “**Final Endorsement Review Email**”) which outlines changes (if any) for the Publisher to make to the relevant Works. On completion of the Endorsement Review and the Publisher making any changes outlined in the Final Endorsement Review Email, to Cambridge’s satisfaction, Cambridge endorses the Works as set out in Schedule 1 – The Works.
- 4.3 The Publisher shall comply with the requirements as set out in The Guide to the Cambridge International Education Endorsement Process, including but not limited to publication, corrections, statements, logos and disclaimers and functionality development. In the event of any conflict, this Agreement shall prevail.
- 4.4 The Publisher shall publish the Works listed in Schedule 1 – The Works in accordance with the specifications set out in Schedule 1 – The Works and the agreed outcome of the Endorsement Review and Final Endorsement Review Email as issued by Cambridge in all material respects.
- 4.5 The Publisher shall meet the dates specified in Schedule 1 – The Works and/or any revised dates agreed in writing between the Parties.

- 4.6 The Publisher shall inform Cambridge where there is any delay to the proposed publication and print date of the Works as listed in Schedule 1 – The Works (the “**Due Publication and Print Date**”). If the Publisher informs Cambridge of a delay more than five (5) times for any Works, or if there is a delay of more than six (6) months from the Due Publication and Print Date for a specific Works as listed in Schedule 1 – The Works , this shall be a material breach of the Agreement by the Publisher and Cambridge reserves the right to either withdraw the Endorsement for that specific Works or to follow the mechanism as set out in clause 14 (Termination).
- 4.7 The Publisher shall confirm to Cambridge (i) when the publication date of a Work has been confirmed and (ii) when the Work is published by sending an email to publisher.relations@cambridge.org.
- 4.8 The Publisher shall confirm the International Standard Book Number (ISBN) to Cambridge of each Work, when available. This is to be used for listing in the resources section of Cambridge’s website.
- 4.9 If the Publisher wants to make any revisions or updates to the Works prior to publication which have not previously been agreed as part of the Endorsement Review and/or the Final Endorsement Review Email, the Publisher must submit the proposed revisions or updates to Cambridge for review and approval, such approval not to be unreasonably withheld.
- 4.10 Upon publication, the Publisher shall provide Cambridge with three (3) sample copies or digital access codes/cards of each component of the relevant Works.
- 4.11 Cambridge may undertake spot checks on the published Works to check whether the changes agreed as part of the Endorsement Review have been made and the published material aligns with the specifications set out in Schedule 1 – The Works .
- 4.12 If pursuant to the spot checks Cambridge becomes aware that the Publisher:
- (a) has failed to make the changes as agreed in the Endorsement Review to the Works;
  - (b) made changes, but some or all of the said changes do not, in Cambridge’s reasonable opinion, accurately reflect changes as agreed in the Endorsement Review to the Works; or
  - (c) has not published the Works in accordance with the specifications set out in Schedule 1 – The Works ,
- then Cambridge will inform the Publisher of such non-compliance and notify the Publisher of the corrective action it must take as set out in Clause 4.13 below.
- 4.13 Cambridge, at its sole discretion and depending on the severity of the issue (s) identified, may serve notice on the Publisher that requires it to:
- (a) insert an erratum slip in all print and digital copies of the relevant Works, and make the erratum available online; or

- (b) withdraw the Endorsement from the relevant Works, in which case: (i) the Works shall be removed from Cambridge's endorsed resources lists; (ii) all promotional materials for the relevant Works shall be amended to remove endorsement claims; and (iii) the Works shall be withdrawn from sale until corrective action is taken.

4.14 Where clause 4.13(a) applies:

- (a) the Publisher must insert and make available the erratum slip without delay;
- (b) Cambridge shall retain the resource on its endorsed lists with a note and link to the erratum; and
- (c) the Publisher must correct the error at the first reprint and provide confirmation to Cambridge.

4.15 Upon receipt of the confirmation set out in clause 4.14(c), Cambridge shall remove the erratum notice from its endorsed lists.

4.16 Where clause 4.13(b) applies the Publisher must provide documentary evidence of the corrective action it has taken within one month of the notice served under clause 4.13(b).

4.17 If no corrective action is taken to resolve all of Cambridge's concerns (or Cambridge is not supplied with evidence that such corrective action is being taken) then Cambridge, at its sole discretion, may: (i) suspend consideration of any other titles of the Publisher going through Endorsement at that time; (ii) permanently withdraw Endorsement of the relevant Works; and/or (iii) not consider any further Endorsement of Resources Application Forms submitted by the Publisher.

4.18 The Publisher shall comply with Cambridge's requirements for logos, statements, covers and disclaimers as set out in The Guide to the Cambridge International Education Endorsement Process and the Brand Guidelines as set out in Schedule 2 – Brand Guidelines . The Publisher shall be responsible for proactively monitoring compliance with these requirements.

4.19 The Parties will market the Works in accordance with the Marketing Activity set out in Schedule 3 – **Marketing Activity**

## **5. THE PUBLISHER'S OTHER OBLIGATIONS**

5.1 The Publisher shall:

- (a) provide to Cambridge in a prompt manner all approvals, documents, information, items and materials in any form (whether owned by the Publisher or third party) required under Schedule 1 – The Works or otherwise reasonably required by Cambridge in connection with the Endorsement and ensure that they are accurate and complete in all material respects;

- (b) not, without the prior written consent of Cambridge, at any time from the date of this Agreement until twelve (12) months after its termination, solicit or attempt to solicit, or entice away, any person who is, or was within the twelve (12) months immediately preceding the solicitation attempt, engaged as an employee, consultant, or subcontractor of Cambridge and involved in the provision of the Endorsement.
- (c) obtain and maintain all necessary licences and consents and comply with all Applicable Legislation as required to enable Cambridge to provide the Endorsement, including in relation to the use of all Publisher Materials; and
- (d) comply with all accessibility policies and guidelines as may be provided by Cambridge from time to time.

5.2 The Publisher shall not:

- (a) pledge the credit of Cambridge in any way;
- (b) engage in any conduct which, in the sole opinion of Cambridge, is prejudicial to business or the marketing of Cambridge generally;
- (c) represent that any adaptation, translation, or subsequent editions of the Works or materials that are repurposed from the Works are endorsed by Cambridge;
- (d) represent that the Endorsement by Cambridge amounts to a wider endorsement of the Publisher, its organisation, operations, other resources or other products; or
- (e) represent that the Endorsement by Cambridge amounts to an endorsement that the Publisher or the Works comply with Applicable Laws.

## 6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Endorsement by Cambridge, the Publisher shall pay the Charges.
- 6.2 Cambridge shall invoice the Publisher for the Charges in relation to each Works upon receipt of the material submitted for the Endorsement Review for that Works.
- 6.3 Any changes to such invoice dates shall be subject to the mutual agreement of the Parties in writing.
- 6.4 Cambridge reserves the right to vary the Charges by issuing an updated Endorsement Fees List.
- 6.5 All Charges payable under this Agreement:
  - a) shall be invoiced and payable in British Pounds Sterling (GBP);

- b) are exclusive of all Taxes (if applicable, the Publisher shall in addition pay an amount equal to any Taxes chargeable on those sums on delivery of a tax invoice);
  - c) shall be paid free and clear of all set-off, deduction or withholding, including withholding for Taxes, unless the withholding is required by law. If any deduction or withholding is required by law the Publisher shall pay to Cambridge such sum as will, after deduction or withholding has been made, leave Cambridge with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding. Notwithstanding this clause 6.5c), the Publisher shall
    - (i) remit to the appropriate tax authorities, in a timely manner, all monies required to be withheld from payment to Cambridge; and
    - (ii) provide Cambridge with an official receipt issued by such authorities for payment of such monies within 30 days' of such payment.
- 6.6 The Publisher shall pay in full and cleared funds within 30 days' of an invoice being issued by Cambridge to the Publisher. Payment shall be made to Cambridge's Bank Account. For the avoidance of doubt, the full value of the invoice shall be received in such bank account, in the invoiced currency and shall exclude any transaction charges.
- 6.7 If the Publisher, acting in good faith, disputes any part of an invoice or other statement of monies due, then:
- (a) the Publisher shall notify Cambridge in writing within twenty (20) Business Days of receipt of the invoice, giving reasons for its non-acceptance of the disputed part of the applicable invoice;
  - (b) Cambridge shall respond within twenty (20) Business Days of receiving the justifications from the Publisher, either by confirming in writing that it accepts such justifications or giving notice that it does not (and a failure to respond shall not be deemed acceptance); and
  - (c) if Cambridge does not accept the Publisher's justifications, the Parties shall endeavour to resolve all matters in dispute as soon as practicable in accordance with clause 31 (Dispute Resolution).
- 6.8 For the avoidance of doubt, the non-disputed part of the invoice shall be due for payment in accordance with clause 6.6.
- 6.9 Without prejudice to any other right or remedy that it may have, if the Publisher fails to pay Cambridge any sum due under this agreement on the due date:
- (a) the Publisher shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.9(a) will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;

- (b) Cambridge may suspend all or part of the Endorsement until payment has been made in full.

## **7. WARRANTIES AND INDEMNITIES**

7.1 Cambridge hereby warrants that it has full power to enter into this Agreement and to perform its obligations under the Agreement.

7.2 The Publisher hereby warrants that:

- (a) it has full power to enter into this Agreement and to perform its obligations under the Agreement in line with good industry practice;
- (b) it shall comply with all Applicable Laws (including but not limited to Accessibility Legislation) in performing its obligations under this Agreement and acknowledges that compliance with this obligation is the sole responsibility of the Publisher;
- (c) it shall comply with the requirements of the Endorsement, including but not limited to compliance with the Brand Guidelines;
- (d) it owns or has been granted all rights, title and interest in the Works that are being endorsed by Cambridge ;
- (e) it shall use best endeavours to safeguard Cambridge's Background IPR; and
- (f) the receipt and use of the Publisher Materials in the performance of this Agreement by Cambridge, its agents, subcontractors or consultants shall not infringe Intellectual Property Rights of any third party.

7.3 Cambridge shall indemnify the Publisher against all claims, fines, losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings (including legal and other professional costs and expenses) suffered or incurred by the Publisher arising out of or in connection with:

- (a) any breach by Cambridge of clause 12 (Confidentiality Obligations); and
- (b) any infringement of any rights of any third party in in Cambridge's Background IPR, other than any third-party rights relating to IPR provided by the Publisher to Cambridge.

7.4 The Publisher shall indemnify Cambridge against all claims, fines, losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings (including legal and other professional costs and expenses) suffered or incurred by Cambridge arising out of or in connection with:

- (a) any claims, damages, or liabilities arising from the Publisher's Works, including but not limited to, errors, or misrepresentations;
- (b) any infringement of any rights of any third party in any IPR provided by the Publisher to Cambridge under or in respect of this Agreement, including in the Publisher's Background IPR and in the Works;

- (c) the Publisher's failure to comply with all Applicable Laws; and
- (d) any breach by the Publisher of clause 12 (Confidentiality Obligations).

7.5 Both Parties accept and agree that the liability for any losses under this clause 7 shall not be limited in accordance with clause 13 (Limitation of Liability).

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1 The Publisher acknowledges and agrees that:

- (a) all Cambridge's Background IPR is owned by or licensed to Cambridge;
- (b) Cambridge's Background IPR and any data provided to the Publisher by Cambridge in connection with this Agreement comprises Cambridge's confidential and proprietary information;
- (c) unless expressly provided otherwise, no title or rights of ownership in Cambridge's Background IPR shall transfer to the Publisher under this Agreement; and
- (d) it will not use Cambridge's Intellectual Property Rights other than as expressly provided in this Agreement.

8.2 Cambridge acknowledges and agrees that all the Publisher's Background IPR is, and shall remain, vested in the Publisher.

8.3 Subject to payment in full of all sums due and owing, Cambridge grants the Publisher a royalty-free, non-exclusive, non-transferable, revocable licence without right to sublicense, to use its Background IPR (for the avoidance of doubt, excluding the Cambridge Marks), for the sole purpose of receiving and deriving full benefits from the Endorsement, including for the purposes of the Publisher producing and publishing the Works for Endorsement and for the purpose of marketing of the Works. For the avoidance of doubt, Cambridge's Background IPR includes the relevant syllabuses as outlined in Schedule 1 – The Works and any associated past papers, exam questions, and other materials previously shared by Cambridge under the NDA mentioned in the Recitals.

8.4 This licence granted under clause 8.3 continues for as long as the relevant Work(s) remain in the market, subject to any revocation under clause 8.5 or termination under clause 14. The Publisher shall not use Cambridge Background IPR in any new physical or digital versions of the Works or associated marketing materials post the Endorsement Expiry Date of each of the Works.

8.5 Cambridge reserves the right to revoke the licence granted under clause 8.3 if the Publisher fails to comply with the Brand Guidelines and/or this Agreement.

8.6 Should the Publisher use the Intellectual Property Rights of Cambridge as set out in this Agreement, the Publisher must always acknowledge the rights of Cambridge and in the case of copyright, the Publisher shall procure that every product or document sold, published or

distributed that includes the copyright, whether in hard copy or electronic copy, shall be marked with a notice in the following terms:

Copyright © [*Name of owner*][*date of copyright work*]

- 8.7 Neither Party shall be entitled to use the Intellectual Property Rights of the other for any purpose not expressly permitted by this Agreement or any other written agreement between Cambridge and the Publisher.
- 8.8 In relation to the Works the Publisher grants or shall grant to Cambridge a non-exclusive, royalty-free, worldwide, perpetual and irrevocable licence to use, copy or modify the Works (including the Publisher's Background IPR and any third party IPR included in the Works) for:
- (i) its own internal business purposes such as for training or internal dissemination;
  - (ii) its commercial purposes including marketing of the Works or for promotion of its business (examples include but are not limited to: a) sharing examples or extracts of the Works in presentations at conferences or events; b) use of the Works in marketing collateral (digital and print) such as brochures, flyers, and newsletters; c) featuring the Works on Cambridge's website, social media, in webinars, case studies, testimonials and impact reports; d) referencing the works in academic or industry publications related to Cambridge's work; and/or e) demonstrating the Works to Cambridge's potential partners and customers.

## **9. USE OF THE CAMBRIDGE MARK(S)**

- 9.1 The Publisher acknowledges and agrees that Cambridge is the owner of the Cambridge Mark(s).
- 9.2 Cambridge hereby grants the Publisher a non-exclusive, non-transferable, revocable right during the Term to use the Cambridge Endorsement Marks solely in connection with the Publisher's use of the Endorsement including on the Works and any marketing of the Works, and subject always to the Publisher's compliance with the Brand Guidelines that Cambridge shall provide to the Publisher. For the avoidance of doubt, the licence granted by Cambridge in this clause 9.2 is limited solely to the Cambridge Endorsement Marks and the Publisher shall not use the Cambridge Marks in any way (excluding use of the Cambridge Endorsement Marks as granted in the licence in this clause 9.2) without Cambridge's prior written consent.
- 9.3 The licence granted under clause 9.2 continues for as long as the relevant Work(s) remain in the market, subject to the process and requirements set out in clause 9.10, and subject to any revocation under clause 9.5 or termination under clause 14.
- 9.4 The Publisher agrees that it shall comply with the Brand Guidelines at all times.
- 9.5 Cambridge reserves the right to revoke the licence granted under clause 9.2 if the Publisher fails to comply with the Brand Guidelines and/or this Agreement.



- 9.6 Save as expressly provided otherwise, the Publisher shall not grant sublicences, in whole or in part, of any of the rights granted in respect of use of the Cambridge Mark(s) without Cambridge's prior written consent.
- 9.7 The Publisher shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Cambridge Mark(s) or the reputation or goodwill associated with the Cambridge Mark(s), or that may invalidate or jeopardise any registration of the Cambridge Mark(s).
- 9.8 The Publisher agrees and will ensure that any goodwill in the Cambridge Mark(s) will accrue to the sole benefit of Cambridge.
- 9.9 The Publisher shall not, during or after the Term, use in its business any other trade mark which is so similar to or so nearly resembles the Cambridge Mark(s) as to be likely to cause deception or confusion.
- 9.10 The Publisher agrees: (i) to remove the Cambridge Endorsement Mark(s) from digital versions of the Works and digital marketing relating to the Works after the Endorsement Expiry Date of each Works; (ii) to the extent reasonably practicable, to remove the Cambridge Endorsement Mark(s) from physical versions of the Works and physical marketing relating to the Works after the Endorsement Expiry Date of each Works; (iii) it shall not use the Cambridge Endorsement Mark(s) on any new physical or digital versions of the Works or associated marketing materials created on or after the Endorsement Expiry Date of each of the Works.
- 9.11 Upon discovery by either the Publisher or Cambridge of the Publisher misusing the Cambridge Mark(s) under this clause 9, or failing to comply with the Brand Guidelines, the Publisher shall:
- (a) cease the misuse immediately; and
  - (b) provide a corrective action plan within five (5) business days.
- 9.12 Failure to comply with clause 9.10 by the Publisher shall be a material breach of the Agreement by the Publisher giving rise to a right to termination as set out in clause 14 (Termination).
- 9.13 If the Publisher breaches its obligations in relation to the use of Cambridge's Marks, Cambridge's Background IPR or any other of Cambridge's IPR (the "**Inappropriate Use(s) Of Cambridge's IPR**"), Cambridge shall require that the Publisher shall:
- (a) remove the Inappropriate Use(s) Of Cambridge's IPR from digital versions of the Works and digital marketing relating to the Works and any other collateral or places the Publisher has used the Inappropriate Use(s) Of Cambridge's IPR;
  - (b) as far as possible, remove Inappropriate Use(s) Of Cambridge's IPR from physical copies and physical marketing of the Works and any other collateral or places the Publisher has physically used the Inappropriate Use(s) Of Cambridge's IPR;

- (c) in any case, the Publisher shall not use the Inappropriate Use(s) Of Cambridge's IPR in any physical or digital version from post the date of breach.

9.14 At Cambridge's sole discretion, Cambridge may require the Publisher to destroy or recall the physical collateral referred to in clause 9.13 or to publish a correction notice on its website that states the Inappropriate Use(s) Of Cambridge's IPR are not sanctioned by Cambridge and should be disregarded, or any other reasonable measures to the same effect.

## **10. INFRINGEMENT**

10.1 The Publisher shall promptly and fully notify Cambridge of any actual, threatened or suspected infringement of Cambridge's IPR and the Cambridge Marks which comes to its notice, and of any claim by any third party coming to its notice that the Endorsement infringe any rights of any third party (each an **Infringement**).

10.2 Cambridge shall decide, in its absolute discretion, what steps, if any, shall be taken to prevent or terminate the Infringement including commencing legal proceedings where necessary.

10.3 The Publisher shall provide Cambridge with all the information in its possession in relation to an Infringement and shall co-operate with Cambridge so far as reasonably requested for the purpose of seeking to resolve such Infringement.

10.4 The Publisher shall not make any statement nor settle, object, provoke or in any way communicate with any third party in relation to an Infringement.

## **11. PUBLICITY**

11.1 The Publisher shall not make, or permit any person to make, any public announcement concerning this Agreement:

- (a) without the prior written consent of Cambridge (such consent not to be unreasonably withheld or delayed); or
- (b) except as outlined in this Agreement; or
- (c) except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange) any court or other authority of competent jurisdiction.

11.2 Further to clause 11.1, the Publisher shall seek the prior written approval of Cambridge for the content and manner of any press or other public announcements, or any marketing or other publicity materials or releases relating to this Agreement or the Endorsement, except as outlined in this Agreement.

11.3 Neither Party shall under any circumstances:

- (a) hold itself out as agent, representative or partner of the other Party; or
- (b) hold itself out as having any authority to do or say anything on behalf of the other Party without the other Party's express agreement in writing.

## **12. CONFIDENTIALITY**

12.1 Each Party shall keep the other Party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or,
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 12.

12.2 Clause 12.1 shall not apply to Confidential Information which:

- (a) is or becomes publicly available (otherwise than as a result of its disclosure by the receiving Party in breach of this clause 12 ); or
- (b) it was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
- (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or
- (d) the Party that provided the Confidential Information, or the Parties, agree(s) in writing is not confidential or may be disclosed.

12.3 A Party may disclose the other Party's Confidential Information to those of its employees, officers, representatives, contractors or advisers ("**Permitted Recipients**") who need to know such Confidential Information for the purpose of exercising or performing its rights and obligations under the Agreement, provided that:

- (a) it informs its Permitted Recipients of the confidential nature of the Confidential Information prior to disclosure; and
- (b) at all times, it is responsible for its Permitted Recipients' compliance with the confidentiality obligations set out in this clause 12.

12.4 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as reasonably possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

- 12.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or are to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any copyright or other IPR held, made, obtained or licensable by either Party now or in the future.
- 12.6 Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.
- 12.7 The Publisher acknowledges that Cambridge is subject to the requirements of the FOIA and the EIRs and the Publisher agrees it shall co-operate promptly, and in any case within five (5) Business Days, and provide all necessary assistance as may be reasonably requested by Cambridge to enable Cambridge to comply with its obligations under the FOIA and EIRs but shall not respond directly to a request for information (as defined in FOIA) unless authorised in writing to do so by Cambridge.

### **13. LIMITATION OF LIABILITY**

- 13.1 References to liability in this clause 13 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), breach of statutory duty or otherwise.
- 13.2 Nothing in this Agreement limits any liability (for either Party) which cannot legally be limited, including but not limited to, liability for:
- (a) death or personal injury caused by negligence; and/or
  - (b) fraud or fraudulent misrepresentation.
- 13.3 Subject to clause 13.2 and clause 7.5, Cambridge's aggregate total liability to the Publisher for any loss or damage, costs or expenses under this Agreement shall not exceed £10,000 (ten thousand pounds GBP).
- 13.4 Subject to clause 13.2 and clause 7.5, the Publisher's aggregate total liability to the Cambridge for any loss or damage, costs or expenses under this Agreement shall not exceed £100,000 (one hundred thousand pounds GBP).
- 13.5 The payments due under this Agreement have been negotiated and agreed on the basis that the Parties may limit their liability to each other as set out in this Agreement and each Party confirms that it will itself bear or insure against any loss or type of loss in respect of which the other Party has excluded or limited its liability under this Agreement.
- 13.6 The Parties will not be liable to each other (whether in contract, tort, negligence, breach of statutory duty or otherwise) for any consequential or indirect loss or damages whatsoever and howsoever arising out of or in connection with this Agreement.

- 13.7 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

#### 14. TERMINATION

- 14.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if the other Party:

- (a) commits a material breach of any term of this Agreement which is irremediable or where such breach is remediable, fails to remedy that breach within a period of thirty (30) consecutive days after being notified in writing to do so;
- (b) repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- (c) becomes insolvent, enters into liquidation, administration, or receivership, or is subject to any analogous process;
- (d) makes any arrangement or composition with creditors;
- (e) has execution or enforcement proceedings levied on any assets that are not discharged within fourteen (14) days;
- (f) suspends, ceases, or threatens to suspend or cease, all or a substantial part of its business;
- (g) undergoes a change of Control; or
- (h) purports to assign or otherwise transfer its rights or obligations under this Agreement in breach of clause 20.

- 14.2 Without affecting any other right or remedy available to it, Cambridge may terminate this agreement with immediate effect by giving written notice to the Publisher if:

- (a) the Publisher fails to pay any amount due in accordance with clause 6 under this Agreement and remains in default not less than ten (10) days after being notified in writing to make such payment (save where a delay in payment has been authorised in writing in advance by Cambridge); or
- (b) the Publisher fails to comply with clause 9 (Use of the Cambridge Marks) or the Brand Guidelines in a way that damages Cambridge's reputation, which Cambridge will determine at its sole discretion;
- (c) the Publisher commits a breach of clause 16 (Data Protection) or clause 18 (Anti-Bribery, Corruption, Criminal Finances And Modern Slavery) of this Agreement;
- (d) the Publisher:
  - (i) commences, offers, or provides assessment services which compete, directly or indirectly, with the business of Cambridge ("**Competing Services**");

- (ii) acquires, is acquired by, or merges with an entity that provides Competing Services;
    - (iii) the Publisher acquires a controlling interest (including by way of majority shareholding or any other means giving significant influence) in an entity offering Competing Services or an entity offering Competing Services acquires a controlling stake in the Publisher.
  - (e) Cambridge decides, in Cambridge's sole discretion, that the Publisher or any of its representatives:
    - (i) will bring or are likely to bring (or have brought) the University of Cambridge, or any part of it, including Cambridge (as defined in this Agreement) or any representatives of Cambridge, or Cambridge's clients, products or the Endorsement process, into disrepute; or
    - (ii) adversely affect or are likely to adversely affect (or have affected) the interests of any of the parties listed in clause 14.2(e)(i).
- 14.3 Either Party may terminate this Agreement without cause by giving at least three (3) months' written notice to the other.

## **15. CONSEQUENCES OF TERMINATION**

- 15.1 On termination of this Agreement:
- (a) the Publisher shall immediately pay to Cambridge all of Cambridge's outstanding unpaid invoices and interest and, in respect of Endorsement supplied but for which no invoice has been submitted, Cambridge may submit an invoice, which shall be payable immediately on receipt;
  - (b) the Publisher shall pay Cambridge an amount equal to the sum of all Charges, costs and expenses reasonably accrued to or incurred by Cambridge through the date of termination;
  - (c) any and all licences granted under the Agreement will terminate except to the extent they continue in accordance with the terms of this Agreement.
- 15.2 The Publisher will remain liable for any applicable payments to Cambridge as set out in this Agreement.
- 15.3 Within thirty (30) Business Days of termination of this Agreement, the Publisher agrees: (i) to remove the Cambridge Endorsement Mark(s) and Cambridge Background IPR from digital versions of the Works and digital marketing relating to the Works; (ii) to the extent reasonably practicable, to remove the Cambridge Endorsement Mark(s) and Cambridge Background IPR from physical versions of the Works and physical marketing relating to the Works. The Publisher further agrees that it shall not use the Cambridge Endorsement Mark(s) or Cambridge Background IPR on any

new physical or digital versions of the Works or associated marketing materials created on or after the date of termination.

- 15.4 At Cambridge's sole discretion, Cambridge may require the Publisher to destroy or recall the Works and marketing relating to the Works following termination or to publish a notice on its website that states the Works are no longer endorsed, or any other reasonable measures to the same effect.
- 15.5 Both Parties shall (at the option of the Party which originally disclosed the Confidential Information to the other) return or destroy all Confidential Information belonging to the other Party.
- 15.6 Clauses 5.1(b), 5.2, 7.3-7.5, 8, 9,10, 11.3, 12, 13, 15, 16, 22, 29, 31 and 32 shall survive termination of this Agreement.
- 15.7 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement that existed at or before the date of termination or expiry.

## **16. DATA PROTECTION**

- 16.1 To the extent that any personal data, as defined in the Applicable Data Protection Laws, is transferred from one Party to another under this Agreement, the Parties agree that they will comply with all applicable requirements of the Data Protection Legislation. In particular, the disclosing Party shall ensure it has all necessary appropriate consents and notices in place to enable the lawful transfer of personal data to the recipient Party for the duration and the purposes of this Agreement. The recipient Party shall ensure it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data. The recipient Party shall delete or return the personal data to the disclosing Party at the termination of this Agreement (at the option of the disclosing Party) subject to any legal retention requirements.

## **17. COMPLIANCE WITH LAWS**

- 17.1 In performing its obligations under this Agreement, each Party shall comply with the Applicable Laws to which it may be subject.

## **18. ANTI-BRIBERY, CORRUPTION, CRIMINAL FINANCES AND MODERN SLAVERY**

- 18.1 The Publisher understands and acknowledges that Cambridge acts in accordance with the UK Bribery Act 2010, Modern Slavery Act 2015 and other applicable anti-bribery, corruption, anti-slavery and human trafficking laws and applicable tax evasion laws, including the Criminal Finances

Act 2017, which makes the facilitation of tax evasion an offence, in the jurisdictions in which it operates (the Acts).

18.2 The Publisher warrants, represents and undertakes that it:

- (a) has not committed or been convicted of an offence under the Acts, been notified that it is subject to an investigation, enquiry or enforcement proceedings relating to an offence or alleged offence under the Acts, or is aware of any circumstances that could give rise to such an investigation or offence;
- (b) shall comply with all applicable laws, statutes and regulations from time to time in force relating to anti-bribery, corruption, anti-slavery and human trafficking, and the prevention of facilitation of tax evasion;
- (c) shall comply with Cambridge's Third Party Code of Conduct;
- (d) shall ensure neither it, nor its employees, officers, or shareholders, or any of its suppliers, subcontractors or their employees officers or shareholders, in the course of its performance of its obligations under this Agreement, will engage in any activity, practice or conduct which would constitute an offence under these Acts;
- (e) shall maintain a complete set of records to trace the supply chain of all Works and ensure that all materials incorporated into the Works in connection with this Agreement comply with the Acts;
- (f) shall notify Cambridge immediately if it becomes aware of or has any reason to believe that it, or any of its officers, employees, agents, suppliers or subcontractors have breached or potentially breached any of its obligations under this clause 18. Such notice shall set out full details of any circumstances concerning the breach or suspected breach of the Publisher's obligations.

18.3 Any breach of this clause 18 or of any provision of the Third Party Code of Conduct by the Publisher will be considered a material breach of the Agreement and will entitle Cambridge to terminate it with immediate effect and suspend any further payments. Cambridge may also at its discretion take such other remedial steps as it determines are necessary to address the breach and seek to prevent its reoccurrence.

18.4 Cambridge (or a third party acting on its behalf) shall have the right from time to time at its own cost to conduct an audit of the Publisher's records, operations, facilities and working conditions to ensure the Publisher is complying with the terms of this clause.

18.5 The Publisher shall at its own cost, perform appropriate remediation actions to address any issues or failures identified by an audit carried out pursuant to clause 18.4 within such timescales as are agreed with Cambridge. The nature of the remediation action to be taken is at the discretion of the Publisher, but such action must address the relevant findings of the audit.



- 18.6 The Publisher shall co-operate with any related audit by regulatory or government authorities and maintain accurate records related to its work with Cambridge.

## **19. FORCE MAJEURE**

- 19.1 If, because of a Force Majeure, either Party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such Party will give the other Party prompt written notice of such cause, and will be relieved of those obligations to the extent it is unable to perform for as long as such cause continues or for thirty (30) consecutive Business Days, whichever is shorter. If after thirty (30) consecutive Business Days, the Party affected by such Force Majeure is unable to continue performance, the other Party may terminate this Agreement on five (5) Business Days' written notice. Neither Party will be liable for any loss, injury, delays or damages suffered or incurred by the other Party due to the above causes or to the termination of the Agreement pursuant to this clause 19.
- 19.2 The termination or expiration of this Agreement pursuant to this clause 19 will not relieve either Party of any obligations under any of the surviving provisions under clause 15 . In the event of a termination of this Agreement by either Party pursuant to this clause 19 the Publisher shall pay Cambridge an amount equal to the sum of all fees, costs and expenses reasonably accrued to or incurred by Cambridge through the date of termination, and Cambridge will refund to the Publisher that portion of the Charges that corresponds to those services not rendered.

## **20. ASSIGNMENT AND OTHER DEALINGS**

- 20.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any manner with this Agreement or any of its rights and obligations under this Agreement, or purport to do any of the same, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

## **21. VARIATION**

- 21.1 Excluding any variations made in accordance with Clause 3.7:
- (a) Cambridge may vary the terms of this Agreement from time to time on giving the Publisher at least ten (10) days' notice in writing, provided that any variation required by law shall take effect immediately.
  - (b) If the Publisher does not accept the proposed variation, the Publisher may, within thirty (30) days of being notified of the variation by Cambridge (the "**Review Period**"), terminate this agreement on written notice to Cambridge. Failure to terminate the agreement within the Review Period shall constitute the Publisher's acceptance of the variation.
  - (c) No variation proposed by the Publisher shall be effective unless it is in writing and agreed by both parties (or their authorised representatives).

## **22. WAIVER**

- 22.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 22.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **23. RIGHTS AND REMEDIES**

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **24. SEVERANCE**

- 24.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the legality, validity and enforceability of the rest of this Agreement.
- 24.2 If any provision or part-provision of this Agreement is deemed deleted under clause 24.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **25. ENTIRE AGREEMENT**

- 25.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 25.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on, and agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 25.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

## **26. CONFLICT**

If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

## **27. NO PARTNERSHIP OR AGENCY**

27.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.

27.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

## **28. THIRD PARTY RIGHTS**

Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **29. NOTICES**

29.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by courier days at its registered office (if a company) or its principal place of business (in any other case) as specified in The Contract Details; or
- (b) sent by email to the address specified below:
  - (i) Cambridge email contact: [legal@cambridge.org](mailto:legal@cambridge.org) for the attention of the General Counsel
  - (ii) Publisher email contact: as specified in The Contract Details.

29.2 Any notice under clause 29.1 shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by courier or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if sent by email at the time of transmission, or, if this time falls outside Business Hours, when Business Hours resume.

29.3 This clause 29 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

### 31. DISPUTE RESOLUTION

31.1 If any dispute arises out of or in connection with this Agreement or its performance, validity or enforceability ("**Dispute**"), then the Parties shall follow the procedure set out in this clause:

- (a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the named persons in the Contract Details shall meet (whether virtually e.g. by videoconference or in person) within fifteen (15) Business Days of the matter being referred to them to discuss the matter in good faith and use all reasonable endeavours to resolve it;
- (b) if the named persons are for any reason unable to resolve the Dispute within fifteen (15) Business Days of service of the Dispute Notice in accordance with 31.1(a), the parties shall seek settlement of that Dispute by mediation in accordance with the London Court of International Arbitration (LCIA) Mediation Rules, which are deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties within five (5) days of service of the Dispute Notice, the mediator will be nominated by the LCIA. To initiate the mediation, a party must give notice in writing ("**ADR notice**") to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to the LCIA;
- (c) unless otherwise agreed between the parties, the mediation will start not later than ten (10) Business Days after the date of the ADR notice.
- (d) The language to be used in the mediation is English.

31.2 No party may commence any court proceedings under clause 32.2 in relation to the whole or part of the Dispute until it has attempted to settle the Dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

### 32. GOVERNING LAW & JURISDICTION

32.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

32.2 Subject to clause 31.2, each Party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**33. LANGUAGE**

33.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

33.2 Any notice given under or in connection with this Agreement shall be in the English language.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]  
for and on behalf of **Cambridge**

.....

Director

Signed by [NAME OF DIRECTOR]  
for and on behalf of  
[PUBLISHER]

.....

Director

## **SCHEDULES**

### Schedule 1 – The Works

Publisher and Imprint (where relevant)	Resource type (Print / Digital / Other)	Endorsement Confirmation Date	Full title of Works (and Edition (where relevant))	Authors and contributors	Component (e.g. Student book with online material, eBook, Workbook, digital component, etc.)	ISBN	Due Publication and Print Date	RRP (Recommended Retail Price)	Date added to the Agreement	Relevant syllabus / curriculum framework name, code and year	Relevant syllabus or curriculum end date (the "Endorsement Expiry Date")

## **Schedule 2 – Brand Guidelines**

The Brand Guidelines shall be found at [insert link], as amended by Cambridge from time to time.



### **Schedule 3 – Marketing Activity**

Cambridge shall:

- Promote that Cambridge has a wide range of high-quality endorsed support for the Cambridge Pathway from a range of publishers, including Cambridge and the Publisher.
- List all the Works on Cambridge’s website alongside the qualification they support.
- Through the annual ‘what’s new’ promotion – provide schools with a list of all the Works to support each new/revised syllabus/curriculum framework.
- Circulate a list of Cambridge schools annually to the Publisher. This information will include the name and address of the school only (and only of schools who have agreed to their details being shared).

**For the avoidance of doubt, Cambridge shall not:**

- Invite Publishers to attend events we organise. Cambridge reserves the right to invite Publishers where, at Cambridge’s sole discretion, Cambridge considers there is value for the customers in inviting the Publisher(s).
- Provide speakers for Publisher events or marketing activity.
- Include extensive information about Publisher products and services in our welcome pack for schools.
- Invite Publishers to advertise or promote their resources in our publications (such as Outlook magazine).
- Provide Publisher’s detailed contact information for our schools.