

The British Council: **BRITISH COUNCIL Eğitim Hizmetleri Ltd. Şti.** Karum İş Merkezi İran cad. No:436 D Blok Kat:5 Kavaklıdere/Ankara
Tel: 0312 4553600 (Ankara Ticaret Odası Numarası: 359918);

Venue: **ATATÜRK ÜNİVERSİTESİ YABANCI DİLLER
YÜKSEKOKULU 25240 YAKUTİYE/ERZURUM**

Effective Date: **15.02.2018**

This Agreement is made on the date set out above subject to the terms set out in the schedules listed below which both the British Council and Venue undertake to observe in the performance of this Agreement.

This Agreement sets out the terms under which the British Council shall pay for and acquire, and Venue shall provide, the Services (as defined in Schedule 1).

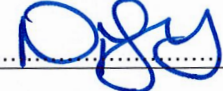
Schedules

Schedule 1	Standard Terms
Schedule 2	Rights granted to the British Council
Schedule 3	CBT Venue Requirements
Schedule 4	Technical and Technical Support Requirements
Schedule 5	Daily Setup Checklist
Schedule 6	Template Order Form

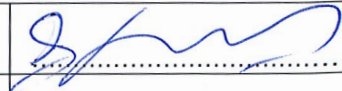
This Agreement shall only become binding on the British Council upon its signature by an authorised signatory of the British Council subsequent to signature by or on behalf of Venue.

IN WITNESS whereof the parties or their duly authorised representatives have executed this Agreement on the dates specified below and deem this Agreement to take effect as of the Effective Date specified above.

Signed by the duly authorised representative of THE BRITISH COUNCIL

Name:	Nilgün Felchner	Signature:	
Position:	Deputy Country Director, Turkey	Date:

Signed by Atatürk University

Name:	Prof.Dr. Sezai ERCİŞLİ	Signature:	
Position:	Vice Rector _____	Date:	13 March 2019

Schedule 1
Standard Terms

Terms defined in this Schedule 1 shall have the same meanings when used throughout this Agreement.

In the event of any conflict between the terms set out in the various Schedules, the Schedules shall prevail in the order in which they appear in the Agreement.

1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Application Provider" means the third party which provides the platform software and the downloadable examination media for each exam sitting;

"British Council Entities" means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the **"Controlling Entity"**) as well as any other organisations Controlled by the Controlling Entity from time to time;

"British Council Requirements" means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to Venue in writing or set out on the British Council's website at: http://www.britishcouncil.org/new/about-us/jobs/folder/folder_jobs/register-as-a-consultant/policies-for-consultants-and-associates/ or such other web address as may be notified to Venue from time to time, including (without limitation) policies on anti-fraud and corruption, child protection, equal opportunities, fair trading, health and safety, environment, records management and privacy and the data protection code for partners and suppliers, (as such documents may be amended, updated or supplemented from time to time during the Term);

"Causes of Abandonment" means any event which results in an exam sitting being abandoned including:

the failure to install software or deliver exam media; or the failure of candidate(s) to attend exam sitting; or a Services Failure; or the occurrence of a power disruption; or a foreseeable and avoidable incident which results in exam abandonment;

"CBT" means computer based testing;

"CBT Venue Requirements" means the Facilities, General Security, Data Security, Technology and other requirements which Venue must supply with each Venue as more fully described in Schedules 3 and 4;

"Common Parts" means such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access which is necessary for obtaining access to and egress from the Venue;

"Competent Authority" means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers;

"Control" means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and **"Controlled"** shall be construed accordingly);

"Data Security" means the data security required for each Venue, as more fully described in OSchedule 3;

"End Client" means the British Council's client for which the British Council is administering exams;

"Equality Legislation" means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, Venue performs its obligations in this Agreement;

"Facilities" means the facilities required in each Venue, as more fully described in 0 3;

"Fee" means the amount payable by the British Council to Venue for the supply of Services as resulting from the acceptance of quotation for an Order as set out at clause **Error! Reference source not found.**;

"General Security" means the general security required for each Venue as more fully described in 0 3;

"Hire Period" means the period of required Venue provision set out in the relevant Order Form;

"Intellectual Property Rights" means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial Venue rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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;

"Necessary Consents" means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use;

"Other" means the CBT Venue Requirements other than the Facilities, General Security, Data Security and Technology requirements for each Venue, as more fully described in 0 3;

"Permitted Use" means the use of the Venue for CBT by the British Council;

"Sessions" means the CBT exam sessions for which the Services are required as identified in the relevant Order Contract;

"Services" means the provision of a Venue(s) which meets the CBT Venue Requirements and the Technical and Technical Support Requirements for a Session(s) under the terms of this Agreement;

"Services Failure" means any failure by Venue or its representatives to perform the Services in accordance with an Order Contract which may include a failure to provide a Venue (for example due to the failure of a Venue to open for business, a failure to accurately record the booking, failure to book either at the required time or an available Venue) or the provision of a Venue which is not compliant with any element of the CBT Venue Requirements and/or the Technical and Technical Report Requirements;

"Technical and Technical Support Requirements" means the minimum technical specification for the computer equipment with which each Venue must be equipped, as more fully described in paragraph 5.2 of 0 3;

"Technology" means the general technology required for each Venue, as more fully described in 0Schedule 3;

"Term" has the meaning given to it in clause 2.1;

"Test Day Personnel" means the British Council staff who attend each exam sitting to ensure that the CBT Venue Requirements are met by Venue and to administer the exams;

"VAT" means value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax; and

"Venue" means the facilities, lands and buildings provided by Venue to the British Council for the Permitted Use.

1.2 In this Agreement:

- 1.2.1 any headings in this Agreement shall not affect the interpretation of this Agreement;
- 1.2.2 a reference to a statute or statutory provision is (unless otherwise stated) a reference to the applicable UK statute as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 where the words "include(s)" or "including", "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;
- 1.2.5 without prejudice to clause 1.2.6, except where the context requires otherwise, references to:
 - (i) services being provided to, or other activities being provided for, the British Council;
 - (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
 - (iii) the business, operations, customers, assets, Intellectual Property Rights, agreements or other property of the British Council,shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Agreement is intended to be enforceable by each of the British Council Entities;
- 1.2.6 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities;
- 1.2.7 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; and
- 1.2.8 any reference to a party's reasonable endeavours shall be to that party's reasonably and commercially prudent endeavours.

2 Commencement and Term

- 2.1 This Agreement shall commence on the Effective Date and shall continue until each party has performed its obligations under this Agreement, including each Order Contract (the "**Term**"). The term for the purposes of any Order Contract shall be as set out in the relevant Order Contract.

3 Order Process

- 3.1 The parties agree to abide by the following operational timeline unless otherwise specifically agreed in writing for revisions in **Order Forms** in the form set out in Schedule 6:
 - 3.1.1 the British Council will provide to Venue an order for Services (an "**Order**") using an "**Order Form**" in the form set out in Schedule 6.
 - 3.1.2 Venue will notify to the British Council within seven (7) days of receipt of the Order Form about its acceptance or rejection of the new Order Form regarding all relevant cancellation policies of this agreement.

- 3.2 For the avoidance of doubt, following acceptance of the quotation by the British Council and confirmation of the booking by Venue, both parties shall sign the Order Form. Each signed Order Form shall form a separate agreement between the British Council and Venue (an "**Order Contract**") which shall incorporate the terms and conditions of this Agreement. In providing Services under any Order Contract, Venue shall comply with the terms of this Agreement. An Order may contain additional specific terms requested by the British Council and agreed by Venue ("**Order Specific Terms**") varying or supplementing the terms of this Agreement for the purposes of that Order Contract only.

4 Freedom of the parties to enter into Order Contracts

- 4.1 The parties acknowledge that:
- 4.1.1 this Agreement is an exclusive arrangement only for British Council computer based IELTS delivery within the Venue; and
 - 4.1.2 the British Council is not under any obligation to purchase a minimum volume of the Services.

5 Venue's obligations and Licence to occupy

- 5.1 Venue shall, at each Venue:
- 5.1.1 enter into, or procure entry into, the Application Provider's licence agreement in advance of any Session;
 - 5.1.2 provide experienced technician(s) for each exam sitting who, in addition to possessing technical knowledge, competence and full access to networks and computers, must be able to converse in English with the Application Provider's help desk.
 - 5.1.3 allow the Application Provider to complete the site installation no later than two weeks prior to each Session unless otherwise agreed in the relevant Order Contract or alternative dates are subsequently agreed in writing with the Application Provider, the British Council and/or the End Client (as appropriate);
 - 5.1.4 provide information to the British Council on Venue readiness two weeks prior to each Session (unless otherwise agreed in the relevant Order Contract);
 - 5.1.5 confirm that the examination media has been downloaded by the Application Provider at least 3 calendar days prior to each Session (unless otherwise agreed in the relevant Order Contract);
 - 5.1.6 on request, provide to Test Day Personnel or any other British Council personnel access to any Venue between three (3) and one (1) day(s) prior to each Session to allow preparation for the forthcoming Session;
 - 5.1.7 provide all incident reporting as and when requested by the British Council, the Test Day Personnel and/or the End Client; and
 - 5.1.8 facilitate access for the End Client's auditors who have either arranged a planned audit or who may, on occasion, present themselves unannounced during a Session.
- 5.2 Venue agrees and undertakes to:
- 5.2.1 provide to the British Council at the Venue the requirements set out in Schedule 3 and Schedule 4;
 - 5.2.2 provide to the British Council the information required in Schedule 3;
 - 5.2.3 comply with the British Council Requirements;

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- 5.2.4 comply with any policies of the exam awarding bodies and testing authorities (whether professional, academic, vocational or otherwise) as notified by the British Council, from time to time;
 - 5.2.5 comply with the licence terms in the Application Provider's licence agreement; and
 - 5.2.6 promptly inform the British Council of any change of Control of Venue which takes effect after the date of this Agreement.
- 5.3 Subject to clause 6, Venue permits the British Council to occupy the Venue for the Permitted Use in common with Venue and all others authorised by Venue (so far as is not inconsistent with the rights given to the British Council to use the Venue for the Permitted Use) and grants the rights set out in Schedule 2.
- 5.4 The British Council acknowledges that:
- 5.4.1 it shall occupy the Venue as a licensee and that no relationship of landlord and tenant is created between Venue and the British Council by this Agreement; and
Venue retains control and possession of the Venue.

6 British Council's obligations

- 6.1 The British Council agrees and undertakes:
- 6.1.1 to pay to Venue the Fee in accordance with clause 7;
 - 6.1.2 to keep the Venue clean, tidy and clear of rubbish;
 - 6.1.3 not to use the Venue other than for the Permitted Use;
 - 6.1.4 not without Venue's prior written consent (such consent not to be unreasonably withheld or delayed) to make any alteration or addition whatsoever to the Venue except as set out in Schedule 2;
 - 6.1.5 not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Venue or elsewhere in the Venue without the prior written consent of Venue (such consent not to be unreasonably withheld or delayed) except as set out in Schedule 2;
 - 6.1.6 not to do or permit to be done to the Venue anything which is illegal or which may be or become a nuisance, (whether actionable or not) damage, annoyance, inconvenience or disturbance to Venue or to tenants or occupiers of the Venue or any owner or occupier of neighbouring property;
 - 6.1.7 not to obstruct the Common Parts (subject to obstruction required to establish a secure and controlled customer journey for exams and any other instances agreed with the British Council), make them dirty or untidy or leave any rubbish on them;
 - 6.1.8 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Venue;
 - 6.1.9 to observe any reasonable rules and regulations Venue makes and notifies to the British Council from time to time governing the British Council's use of the Venue and the Common Parts; and
 - 6.1.10 to leave the Venue in a clean and tidy condition and to remove the British Council's furniture, equipment and goods from the Venue at the end of each Session or the Hire Period, as applicable.

7 Payment

- 7.1 In consideration for its supply of the Venue, the British Council will pay Venue the Fee.



- 7.2 Venue shall invoice the British Council for the Fee (together with VAT, where appropriate) during the month following each Session or Hire Period, as applicable.
- 7.3 The British Council shall pay correctly addressed and undisputed invoices within thirty (30) days of receipt and each invoice shall:
- 7.3.1 include a description of the Services provided;
 - 7.3.2 include the British Council purchase order number; and
 - 7.3.3 be sent electronically via email in PDF format to: idil.bulut@britishcouncil.org.tr or by registered post to *British Council Eğitim Hizmetleri Ltd. Şti., Examination Services - Büyükdere Cad. Maya Akar Center, No: 100-101, Esentepe, Sisli – Istanbul* address.
- 7.4 If the British Council fails to pay any sum properly due and payable (other than any sum disputed in good faith) by the due date for payment, Venue may charge interest on the amount of any such late payment at the rate of 4% per annum above the official bank rate set from time to time by the Bank of England. Such interest will accrue from the date on which payment was due to the date on which payment is actually made. The parties hereby acknowledge and agree that this rate of interest is a substantial remedy for any late payment of any sum properly due and payable.
- 7.5 The British Council may at any time set-off any liability of Venue to the British Council against any liability of the British Council to Venue, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set-off are expressed in different currencies, the British Council may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the British Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise. For the avoidance of doubt, such set off may include repayment of the Fee to the British Council by Venue in the event of a Services Failure and/or payment of any administration fee payable in accordance with clause 7.6.4.
- 7.6 Subject to clause 23 and without prejudice to the provisions of clause 8, the British Council's right to terminate this Agreement or to enforce any other rights which it may have, in the event of a Services Failure, the British Council may:
- 7.6.1 refuse to accept any replacement provision of a Venue from Venue;
 - 7.6.2 purchase substitute services from elsewhere and reclaim from Venue any additional costs incurred as a result of procuring such substitute services from a third party instead of Venue;
 - 7.6.3 have any sums previously paid by the British Council to Venue in respect of the affected Services refunded by Venue; and/or
 - 7.6.4 require the payment of an administration fee of 10% of the Fee which would have been payable by the British Council for the affected Services had they been properly performed by Venue.
- 7.7 The parties confirm that the administration fee payable under clause 7.6.4 is reasonable and proportionate to protect the British Council's legitimate interest in the performance of the Agreement. Venue shall pay any such administration fee within 30 days of receipt of an invoice for the same from the British Council.

8 Termination

- 8.1 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:



- 8.1.1 the other party commits any material breach of any of the terms of this Agreement and that breach (if capable of remedy) is not remedied within thirty (30) days of notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect); or
- 8.1.2 the other party becomes (or in the terminating party's reasonable opinion is at serious risk of becoming) insolvent or unable to pay its debts as they fall due.
- 8.2 The British Council may give notice in writing to Venue terminating this Agreement with immediate effect if Venue has a change of Control and such change of Control is not acceptable to the British Council.
- 8.3 Notwithstanding anything to the contrary elsewhere in this Agreement, the British Council shall be entitled to terminate this Agreement by serving no less than thirty (30) days' written notice on Venue.
- 8.4 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this Agreement.

9 Warranties for and representations of use or condition

- 9.1 Venue warrants that each Venue it supplies possesses the Necessary Consents for the Permitted Use.
- 9.2 Venue warrants that each Venue it supplies is physically fit for the Permitted Use.

10 Insurance requirements

- 10.1 The Venue shall take out and maintain during the Term with a reputable insurance company the following cover types with the following indemnity limits:

Insurance Cover	Indemnity Limit
Employer's (Compulsory) liability	As per Turkish laws.
Public liability	As per Turkish laws.
Professional indemnity	As per Turkish laws.

11 Limitation of liability

- 11.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- 11.2 Subject to clause 11.1, the British Council shall not be liable to Venue whether in contract, tort, negligence, breach of statutory duty or otherwise for:
 - 11.2.1 any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement; or
 - 11.2.2 for the abandonment of any exam sitting due to any Causes of Abandonment except where such abandonment is wholly attributable to the failure of the British Council's Test Day Personnel to attend the exam sitting.
- 11.3 Subject to clauses 11.1 and 11.2, the maximum liability of the British Council under this Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise for any direct loss or damage, costs or expenses whatsoever or howsoever arising out of or in

connection with this Agreement shall not exceed a sum equal to 150% of the total Fees which are or may become payable to Venue under the terms of this Agreement:

- 11.3.1 within the twelve (12) months prior to the date of the claim; or
- 11.3.2 if this Agreement is terminated prior to the date of the claim, within the twelve (12) months prior to the date of termination; or
- 11.3.3 if less than twelve (12) months of the term of this Agreement has expired, the period from the date of commencement of the Agreement to the date of the claim.

12 Anti-Corruption and Collusion

- 12.1 Venue undertakes and warrants that it has not offered, given or agreed to give (and that it will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Agreement or the performance by Venue of its obligations under this Agreement.
- 12.2 Venue warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery (as set out in the Bribery Act 2010) and fraud within its organisation and in connection with its dealings with other parties.
- 12.3 Venue warrants that it has not colluded, and undertakes that it will not at any time collude, with any third party in any way in connection with this Agreement (including in respect of pricing under this Agreement). Nothing under this clause 12.3 is intended to prevent Venue from discussing the terms of this Agreement and Venue's pricing with Venue's professional advisors.
- 12.4 Venue acknowledges and agrees that British Council may, at any point during the Term and on any number of occasions, carry out searches of relevant third-party screening databases (each a "**Screening Database**") to ensure that neither Venue nor any of Venue's personnel, directors, or shareholders (where applicable) is listed:
 - 12.4.1 as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;
 - 12.4.2 as being wanted by Interpol or any national law enforcement body in connection with crime;
 - 12.4.3 as being subject to regulatory action by a national or international enforcement body;
 - 12.4.4 as being subject to export, trade or procurement controls or (in the case of an individual) as being disqualified from being a company director; and/or
 - 12.4.5 as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person,(together, the "**Prohibited Entities**").
- 12.5 Venue warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.
- 12.6 If Venue or any of Venue's personnel, directors, or shareholders (where applicable) is listed in a Screening Database for any of the reasons set out in clause 12.4, or if Venue breaches the warranty in clause 12.5, then, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:

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- 12.6.1 terminate this Agreement without liability to Venue immediately on giving notice to Venue; and/or
 - 12.6.2 require Venue to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with Venue (and Venue shall take all such steps); and/or
 - 12.6.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
 - 12.6.4 share such information with third parties.
- 12.7 Venue shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 12.4.

13 Anti-slavery and human trafficking

- 13.1 Venue shall:
- 13.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;
 - 13.1.2 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 13.1.3 respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the British Council from time to time and ensure that its responses to all such questionnaires are complete and accurate; and
 - 13.1.4 notify the British Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in any part of its business or in a supply chain which has a connection with this Agreement.
- 13.2 If Venue fails to comply with any of its obligations under clause 13.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
- 13.2.1 terminate this Agreement without liability to Venue immediately on giving notice to Venue; and/or
 - 13.2.2 require Venue to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with Venue (and Venue shall take all such steps); and/or
 - 13.2.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
 - 13.2.4 share with third parties information about such non-compliance.

14 Equal opportunities and diversity

- 14.1 Venue shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 14.2 Venue shall comply with any equal opportunities or diversity policies or guidelines included in the British Council Requirements.



15 Assignment and other dealings

- 15.1 Venue shall not, without the prior written consent of the British Council, assign, subcontract, transfer, charge, create a trust in, or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of the British Council.
- 15.2 The British Council may assign or novate this Agreement to: (i) any separate entity Controlled by the British Council; or (ii) any body or department which succeeds to those functions of the British Council to which this Agreement relates. Venue warrants and represents that it will (at the British Council's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this clause 15.2.

16 Waiver

- 16.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

17 Entire agreement

- 17.1 This Agreement and any documents referred to in it constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersede, cancel and replace all prior agreements, licences, negotiations and discussions between the parties relating to it. Each party confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

18 Variation

- 18.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

19 Severance

- 19.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

20 Counterparts

- 20.1 This Agreement may be executed in counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Where this Agreement is executed in counterparts, following execution each party must promptly deliver the counterpart it has executed to the other party. Transmission of an executed counterpart of this Agreement by email in PDF, JPEG or other agreed format shall take effect as delivery of an executed counterpart of this Agreement.

21 Third party rights

- 21.1 Subject to clause 1.2.5, this Agreement does not create any rights or benefits enforceable by any person not a party to it except that a person who under clause 15 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.
- 21.2 The parties agree that no consent from the British Council Entities or the persons referred to in this clause is required for the parties to vary or rescind this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).

22 No partnership or agency

- 22.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have



authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) and neither party shall incur any expenditure in the name of or for the account of the other.

23 Force Majeure

- 23.1 Subject to clauses 23.2 and 23.3, neither party shall be in breach of this Agreement if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "Force Majeure Event") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 23.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 23.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
- 23.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
- 23.2.3 it has used reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 23.3 Nothing in this clause 23 shall excuse a party for non-performance (or other breach) of this Agreement if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 23.1).

24 Notice

- 24.1 Notice given under this Agreement shall be in writing, sent for the attention of, and addressed to, the relevant contact set out in clause 24.4 below (or such other address or person as the relevant party may notify to the other party from time to time) and shall be delivered:
- 24.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
- 24.1.2 by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal working day in the country specified in the recipient's address for notices after the date of posting; or
- 24.1.3 by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal working day in the country specified in the recipient's address for notices after the date of posting.
- 24.2 To prove service of notice sent under clause 24.1, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.



24.3 A notice may be served by email, to the relevant contact at the address set out in clause 24.4 below and, if no "out of office auto-reply" is received by the sender within one hour of transmission, the notice will be deemed to have been delivered:

24.3.1 on the same working day if transmitted prior to 5:00pm on a working day in the recipient's time zone; or

24.3.2 on the next working day if transmitted at or after 5:00pm in the recipient's time zone.

24.4 For the purposes of clauses 24.1 and 24.3, notice shall be sent to the following addresses:

British Council Turkey	Name	Bora Can, Country Exams Manager and İdil Bulut, Examination Operations Manager
	Tel	0090 212 355 5600
	Email	bora.can@britishcouncil.org.tr idil.bulut@britishcouncil.org.tr
Venue address for notices	Name	ATATÜRK ÜNİVERSİTESİ
	Address	YABANCI DİLLER YÜKSEKOKULU 25240 YAKUTİYE/ERZURUM
	Email	cengizhanakdag@atauni.edu.tr

25 Governing Law and Dispute Resolution Procedure

25.1 This Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of Republic of Turkey.

25.2 Subject to the remainder of this clause 25, the parties irrevocably agree that the courts of Ankara shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) that arises out of or in connection with this Agreement or its subject matter.

25.3 In the event that any claim or dispute arises out of or in connection with this Agreement, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within fourteen (14) calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 25.3, either party may commence proceedings in accordance with clause 25.2.

25.4 Nothing in this clause 25 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Agreement or infringement, or threatened infringement, of the applicant's Intellectual Property Rights.

Schedule 2

Rights granted to British Council

- 1 In consideration of the payment of the Fee by the British Council to Venue, Venue grants to the British Council the right to:
 - 1.1 use such parts of the Common Parts for the purpose of access to and egress from the Venue as required by the British Council for such purpose;
 - 1.2 make use (and allow the candidates and the Test Day Personnel to make use) of the amenities serving the Venue as set out in 0 3 and Schedule 4;
 - 1.3 display notices, signboards, posters and advertising at the Venue; and
 - 1.4 grant access to the Venue for the British Council management, the candidates and the Test Day Personnel and the End Client auditors from time to time.

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Schedule 3

CBT Venue Requirements

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Facilities:

1.1 Venue shall:

- 1.1.1 provide CBT Exam Venues for the use of the British Council for the duration of each exam sitting;
- 1.1.2 provide dedicated CBT rooms with networked computer equipment in-situ as set out at Schedule 4 (Technical & Technical Support Requirements);
- 1.1.3 ensure that the networked computer equipment's Microsoft operating licences are original and valid for the duration of any of the Sessions;
- 1.1.4 provide to the British Council and/or the Application Provider a copy of the Microsoft activation message window for the machine being used as a server;
- 1.1.5 ensure that the branded signage provided by the British Council is clearly identifiable for candidates;
- 1.1.6 provide adequate reception area or waiting room, separate to the test delivery room;
- 1.1.7 provide Venue(s) that is/are close to local travel facilities with disabled access to the building;
- 1.1.8 ensure a disabled toilet is clean and available within each Venue;
- 1.1.9 ensure clean and available, separate male and female toilets within each Venue;
- 1.1.10 ensure that all Venue compliance certification is appropriately displayed including Fire Safety and relevant Health & Safety;
- 1.1.11 ensure that all fire exits are be clearly marked and fire extinguishers are checked and in sight within the Venue;
- 1.1.12 ensure that there are clear instructions regarding fire evacuation processes which are visible within the Venue;
- 1.1.13 provide fire detection equipment and alarms within the Venue(s);
- 1.1.14 provide a dedicated test delivery room provided at all Venues. The room will have secure access for authorised British Council exams staff and candidates during the exam;
- 1.1.15 provide test delivery rooms within the Venues which are located away from areas of high footfall or noise, or where training is being conducted;
- 1.1.16 ensure that in the test delivery rooms, there is spacing between desks or partitions to prevent cheating. The minimum distance between the edge of one screen and the edge of the next is 1.25 meters unless the monitors are positioned back to back or separated by dividers. If using dividers, these must make be both high and long enough on all sides to prevent candidates from seeing each other's screens. Any such dividers must be sturdy so as not to fall over during exam. If privacy filters are used, Venue will need to ensure that it is not possible for candidates to see each other's screens;



- 1.1.17 provide test delivery rooms which have a controlled, comfortable temperature with air conditioning and/or heating systems as appropriate;
- 1.1.18 ensure a working clock, in a highly visible location within each test delivery room;
- 1.1.19 provide desks with a suitable adjustable chair for each candidate within each test delivery room;
- 1.1.20 provide a desk for the test administrator which will be positioned at the front of the test delivery room, facing the candidates;
- 1.1.21 ensure that the test delivery room has adequate lighting and window coverings that prevent screen glare; and
- 1.1.22 provide to the British Council, or its authorised representatives, a completed, signed Daily Setup Checklist in the form set out in Schedule 6 (or as otherwise provided by the British Council from time to time) for each day of a Session.

2 **General Security:**

2.1 Venue shall:

- 2.1.1 provide a clearly defined space or room, outside of the test delivery room for candidates to be registered and their identity to be checked;. This space must be adequate for the number of candidates registered (as notified to the Venue by the British Council), the Test Day Personnel to carry out the registration/exam administration procedures;
- 2.1.2 provide secure storage for candidates' belongings (e.g. mobile phones). This storage space must be sufficient for the number of candidates attending each exam sitting;
- 2.1.3 provide secure storage for British Council staff (including Test Day Personnel) belongings (e.g. mobile phones); and
- 2.1.4 ensure that each Venue is aware that the End Client (and, where applicable, its clients) may send an examination auditor (or auditors) to audit any exam sitting during any Session and ensure that any such examination auditor(s) is/are assisted as necessary and escorted to their chosen exam sitting without delay.

3 **Data Security**

3.1 Venue shall:

- 3.1.1 ensure compliance with relevant data protection laws, as well as any applicable European Union legislation;
- 3.1.2 provide a secure Local Area Network and secure internet connectivity;
- 3.1.3 ensure that the correct system protection is in place so that:
 - (i) the Application Provider's software is not vulnerable to malicious 3rd party activity or virus;
 - (ii) the Awarding Body's examination questions are not vulnerable to malicious 3rd party activity or virus;
 - (iii) the Candidate's examination material and responses are not vulnerable to malicious 3rd party activity or virus; and
 - (iv) any other data provided under this Agreement is not vulnerable to malicious 3rd party activity or virus.

4 Technology

4.1 Venue shall:

- 4.1.1 ensure the Venue can meet the minimum technical requirement as set out at Schedule 4 (Technical and Technical Support Requirements); and
- 4.1.2 ensure the Venue's experienced technician is available and will work with the Application Provider to ensure the Application Provider's software installation and testing is successful.

5 Other

5.1 Venue shall ensure that:

- 5.1.1 the Venues are and will remain available for each exam sitting with particular attention to:
 - (i) no planned Fire Drill being timetabled during an exam sitting; and
 - (ii) no existing and/or new cause or action is being instigated against the Venue or preventing access to the Venue;
 - (iii) any potential change, or change, of ownership taking place ahead of the relevant exam sitting is notified to the British Council immediately on Venue becoming aware of such change;
- 5.1.2 all national and local requirements are met including those regarding insurance, fire and safety; and
- 5.1.3 no Venue will fall into receivership or be at risk of any financial failure during the Term.

5.2 Venue shall ensure that it provides the British Council with details of which venues meet which of the following ISOs and/or any local equivalents (as updated from time to time):

- 5.2.1 **ISO 9001** Quality Management (2003)
- 5.2.2 **ISO 10002** Customer Satisfaction and Complaints Handling (2006)
- 5.2.3 **ISO 14001** Environmental Management (2006)
- 5.2.4 **ISO 27001** Information & Data Security (2008)
- 5.2.5 **ISO 23988** Use of IT in the delivery of assessments (2013)
- 5.2.6 **ISO 22301** Business Continuity (2015)

Schedule 4

Technical and Technical Support Requirements

(Minimum Specification)

This Schedule sets out the Minimum Specification in relation to certain IT and network components used (and required by the British Council in its receipt of services provided by the Application Provider to deliver CBT. Venue must ensure the equipment provided as part of the Services meets the Minimum Specification together with the variations in ("**Variations**") and the additions to ("**Additional Specifications**") the Minimum Specification (if any) as set out in the relevant Order Contract.

Hardware Computer Requirements (Laptops, Desktops & All in Ones)

Component	Recommended Specification
<i>Processor</i>	Intel i5 Core 2GHz equivalent or higher
<i>RAM</i>	4GB or higher
<i>Screen Size</i>	17inch or higher
<i>Screen Resolution</i>	At least 1280 x 1024
<i>Free Disk Space</i>	20GB
<i>Peripherals</i>	Mouse, Keyboard, Headphones with microphone functionality; Laptops should have numeric key pad

Software Requirements

<i>Browser</i>	Internet Explorer ver. 11 or later Firefox ver. 46 or later Chrome ver. 49 or later <i>At least Internet Explorer and any of the other two should be present.</i>
<i>Operating System</i>	Windows 7 Professional SP1, SP2; Windows 7 Enterprise OR Windows 8.1 Professional OR Windows 10 Professional



<i>Operating System type</i>	64 bit
<i>Framework</i>	NET 4.5.2 or later
<i>Windows System Privilege</i>	Windows Administrator level permission
<i>AntiVirus software</i>	Exams application software to be added to the exception rule
<i>Firewall</i>	Exams application software to be added to the exception rule
<i>Imaging/Ghosting software</i>	Exams application software to be excluded from rollback policies
<i>Virtual Machines</i>	Not Supported
<i>Other Applications</i>	Adobe Reader XI or higher, Microsoft Office

Network Requirements

<i>Network Speed</i>	10Mb/s or higher
<i>Network Hardware</i>	Switches 24 port or higher
<i>Cabling</i>	Ethernet RJ-45 Cat5e or higher

In addition to the Minimum Specification, Venue will provide the Variations and Additional Specifications (including Server Requirements) (if any) set out in the relevant Order Contract.



Schedule 5

DAILY SET UP CHECKLIST – as defined and required by the British Council to be completed and signed by Venue (in accordance with paragraph 1.1.22 of Schedule 2)

Full checklist item	Tick	Partial checklist item	Tick
<u>Supervisor</u>			
Name:			
Signed:		Date:	


Schedule 6

Order Form

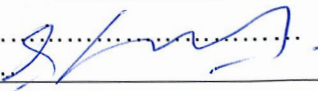
Venue location	ATATÜRK ÜNİVERSİTESİ YABANCI DİLLER YÜKSEKOKULU 25240 YAKUTİYE/ERZURUM
Venue size (number of rooms and seating capacity)	15 clients and 2 administrator machines
Hire Period	One (1) year starting from the effective date of this Agreement.
Order Specific Terms	Minor revisions to this order form are only valid if authorised personnel of Parties confirm in writing as per 24.4 of the Agreement.
Any other information	Not applicable.
Applicable Fee	35 TRY per candidate (inc. VAT)

When signed by both parties, this Order Form will form a legally-binding Order Contract incorporating the terms of the agreement between the parties dated 21.12.2018 (the "**Agreement**"). If there is an inconsistency between the provisions of the Agreement and the provisions of this Order Form, in relation to the Services described in this Order Form, the latter shall prevail.

Signed by the duly authorised representative of THE BRITISH COUNCIL

Name:	Nilgün Felchner	Signature:	
Position:	Deputy Country Director, Turkey		

Signed by the duly authorised representative of Atatürk University

Name:	Prof.Dr. Sezai ERCİŞLİ	Signature	
Position:	Vice Rector		