

The British Council: **British Council Services Nepal Private Limited (BCSNPL)**, a private limited company registered in Nepal (company number 212000/075/076) whose registered address is Lainchaur, PO Box 640, Kathmandu, Nepal

Venue Owner: **[insert name and registered address details (and company number, if appropriate)]**

Effective Date: **[insert date when the parties agree this agreement is deemed to take effect.]**

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 Owner 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 Owner 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	Annual Venue Review Checklist
Schedule 6	Template Order Form
Schedule 7	Daily Setup Checklist

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 Owner.

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 BCSNPL

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

Signed by [insert name of Venue Owner]

Name:	.....	Signature:	.....
Position:	.....	Date:	.....

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.

“Annual Venue Review Checklist” means the checklist set out in Schedule 5 which shall be completed by Venue Owner in accordance with clause 2.2 and which provides confirmation to the British Council that the Venue meets the CBT and PBT Venue Requirements;

“Applicable Fee” means the amount payable by the British Council to Venue Owner for the supply of Services set out in an Order Form signed by both parties in accordance with clause 3.2;

“Application Provider” means the third party which provides the platform software and the downloadable examination media for each Exam Sitting;

“Awarding Body” means an exam awarding body and/or testing authority (whether professional, academic, vocational or otherwise);

“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 Equipment” means any equipment listed as such in the Order Form which may be provided by the British Council to Venue Owner to meet the requirements of a particular End Client;

“British Council Requirements” means the instructions, requirements, policies, codes of conduct, guidelines, forms and other documents notified to Venue Owner 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 Owner 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);

“Candidate” means an individual who will sit an exam or exams at the Venue;

“Candidate Waiting Area” has the meaning given to the term in paragraph 1.1.2 of Schedule 3;

“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 the 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 Data” means the Candidates' CBT materials and responses to any exam;

“CBT Venue Requirements” means the Facilities, General Security, Data Security, Technology and other requirements which Venue Owner must supply and/or comply with at each Venue as more fully described in Schedule 3;

“Common Parts” means such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access within the Location which are 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 Protection Legislation” shall mean the DPA and/or the GDPR (as applicable) and any other laws applicable to Venue Owner relating to the protection of Personal Data and the privacy of individuals;

“Data Security” means the data security required for each Venue, as more fully described in Schedule 3;

“Data Subject” means an identified or identifiable living person;

“DPA” means the UK Data Protection Act 2018;

“End Client” means an Awarding Body for which the British Council is administering exams under an End Client Agreement;

“End Client Agreement” means the British Council’s agreement with a particular End Client for the provision of exam administration services;

“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 Owner performs its obligations in this Agreement;

“Exam Administrator Area” has the meaning given to the term in paragraph 1.1.2 of Schedule 3;

“Exam Room” has the meaning given to the term in paragraph 1.1.2 of Schedule 3;

“Exam Sitting” means the specific date and time, during any Session, made available for Candidates to undertake a CBT or PBT exam;

“Facilities” means the facilities required in each Venue, as more fully described in Schedule 3;

“General Security” means the general security required for each Venue as more fully described in Schedule 3;

“GDPR” means the General Data Protection Regulation (EU) 2016/679;

“Hire Period” means the period(s) of required Venue provision as 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 property 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;

“Location” means the building or group of buildings in which each Venue is located;

“Minimum Specification” means the minimum acceptable specification with which Venue Owner must comply in the provision of the Services in relation to certain IT and network components used in the receipt by the British Council of services provided by the Application Provider to deliver CBT as set out in Schedule 4;

“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;

“Order” has the meaning given to the term in clause 3.1.1;

“Order Contract” has the meaning given to the term in clause 3.1.1;

“Order Form” has the meaning given to the term in clause 3.1.1;

“Other Requirements” means the CBT and PBT Venue Requirements other than the Facilities, General Security, Data Security and Technology requirements for each Venue, as more fully described in paragraphs 5 and 9 of Schedule 3 or included in the relevant Order Contract;

“Permitted Use” means the use of the Venue for CBT and PBT by the Test Day Personnel and Candidates and other authorised representatives of the British Council and/or the End Client (if any);

“Personal Data” means any information relating to a Data Subject that is Processed under this Agreement;

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;

“Processing” means any operation or set of operations performed on Personal Data, such as collection recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. “Process” and “Processed” shall be construed accordingly;

“Readiness Audit” means the audit which the British Council undertakes for each Venue, together with Venue Owner or its authorised representative, before entering into this Agreement and before extending the term of this Agreement in accordance with clause 2.1 and which will include completion of the Annual Venue Review Checklist by Venue Owner;

“Services Requirements” means any and all of the CBT and PBT Venue Requirements, the Technical and Technical Support Requirements and the Other Requirements;

“Services” means the provision of a Venue(s) which meets the Services Requirements for a Session(s) under the terms of this Agreement;

“Services Failure” means any failure by Venue Owner 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 Services Requirements;

“Sessions” means the period(s) during each calendar year when Exam Sitzings are offered by a particular End Client and for which the Services are required (as identified in the relevant Order Contract);

“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 Schedule 4;

“Technology” means the general technology required for each Venue, as more fully described in paragraph 4 of Schedule 3;

“**Term**” has the meaning given to it in clause 2.1;

“**Test Day**” means the individual day of the exam(s) during a Session;

“**Test Day Personnel**” means the British Council staff who attend each Exam Sitting on the relevant Test Day to administer the exams and to ensure that the CBT and PBT Venue Requirements are met by Venue Owner;

“**VAT**” means value added tax or any equivalent tax chargeable in the UK or elsewhere;

“**VCS**” means Video Call Speaking; and

“**Venue**” means the facility, land and buildings provided at the Location by Venue Owner 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 Subject to clause 2.2, this Agreement shall come into force on the Effective Date and, unless terminated earlier in accordance with its terms, shall continue in full force and effect for a period of two (2) years (the “**Initial Term**”). Subject to the successful completion of a Readiness Audit not later than 2 months before the end of the Initial Term, and at the discretion of the British Council, the term of the Agreement shall be extended, unless terminated earlier in accordance

with its terms, for a further period of two (2) years (the “**Extended Term**”) at which point, notwithstanding clause 2.2, the Agreement shall terminate automatically. In this Agreement, references to the “**Term**” shall be construed as references to the Initial Term and/or the Extended Term as required by context.

- 2.2 Prior to the Effective Date and on each anniversary of the Effective Date (or within one calendar month from the date of each such anniversary), Venue Owner shall complete the Annual Venue Review Checklist and provide a completed copy of the same to the British Council.
- 2.3 Without prejudice to any other right or remedy that the British Council may have, if the Venue fails to meet the CBT and PBT Venue Requirements on the Annual Venue Review Checklist, the British Council may:
 - 2.3.1 suspend this Agreement or the relevant Order Contract until such time as Venue Owner can demonstrate to the British Council that it is able to meet the CBT and PBT Venue Requirements; or
 - 2.3.2 terminate this Agreement and/or the relevant Order Contract.
- 2.4 For the avoidance of doubt, suspension of this Agreement or the relevant Order Contract under clause 2.3.2 does not prevent the British Council from terminating either this Agreement or the relevant Order Contract at a later date.
- 2.5 Termination or expiry of this Agreement shall not cause any Order Contract to terminate automatically. Order Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 2.6 Termination or expiry of any Order Contract shall not cause this Agreement to terminate automatically. This Agreement shall remain in force unless and until it is terminated or expires in accordance with its terms.

3 Order Process

- 3.1 The parties agree to abide by the following operational timeline unless otherwise specifically agreed in writing:
 - 3.1.1 the British Council will provide to Venue Owner an order for Services (an “**Order**”) using an “**Order Form**” in the form set out in Schedule 6.
 - 3.1.2 Venue Owner will provide a quotation (the “**Applicable Fee**” on the Order Form) to meet the requirements of the Order notified to the British Council within fourteen (14) days after receipt of the Order and Venue Owner shall also include all relevant Venue cancellation policies;
 - 3.1.3 the British Council will notify Venue Owner in writing whether it accepts the quotation or not within seven (7) days following receipt; and
 - 3.1.4 on receipt of a quotation acceptance from the British Council, Venue Owner will within seven (7) days confirm the booking to the British Council in the format requested by the British Council.
- 3.2 For the avoidance of doubt, following acceptance of the quotation by the British Council and confirmation of the booking by Venue Owner, both parties shall sign the Order Form. Each signed Order Form shall form a separate agreement between the British Council and Venue Owner (an “**Order Contract**”) which shall incorporate the terms and conditions of this Agreement. In providing Services under any Order Contract, Venue Owner shall comply with the terms of this Agreement. An Order Contract may contain additional specific terms requested by the British Council and agreed by Venue Owner as set out in the signed Order Form (“**Order Specific Terms**”) varying or supplementing the terms of this Agreement for the purposes of that Order Contract only.

- 3.3 Each Order will, where appropriate, set out details of any Order Specific Terms, locations at which the Services are to be provided, the agreed Hire Period and the Applicable Fee payable in respect of that Order Contract.

4 Freedom of the parties to enter into Order Contracts

- 4.1 The parties acknowledge that:
- 4.1.1 this Agreement is not an exclusive arrangement; and
 - 4.1.2 the British Council is not under any obligation to purchase a minimum volume of the Services nor to accept a quotation provided to it under clause 3.1.2.

5 Venue Owner's obligations and Licence to occupy

- 5.1 Venue Owner shall, at each Venue:
- 5.1.1 if it is a requirement of the Application Provider for a particular End Client, enter into, or procure entry into, the Application Provider's licence agreement in advance of any Session;
 - 5.1.2 provide an experienced technician preferably certified in Microsoft server / client systems and TCP/IP Networking protocols throughout the entire examination period onsite at the Venue 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 fourteen (14) days 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 fourteen (14) days 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 three (3) days prior to each Session (unless otherwise agreed in the relevant Order Contract);
 - 5.1.6 on request, provide to the Test Day Personnel or any other British Council and/or End Client personnel access to any Venue between three (3) and one (1) day(s) prior to, or one (1) day after (which ever allows the British Council the maximum preparation time), 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 Owner agrees and undertakes to:
- 5.2.1 meet the Services Requirements at the Venue for each Session;
 - 5.2.2 provide to the British Council the information required in Schedule 3;
 - 5.2.3 comply with the British Council Requirements;
 - 5.2.4 comply with any policies of the relevant End Client(s) as notified by the British Council, from time to time;
 - 5.2.5 to the extent that it is a requirement of the relevant Application Provider, comply with the licence terms in the Application Provider's licence agreement;
 - 5.2.6 promptly inform the British Council of any change of Control of Venue Owner which takes effect, or is likely to take effect, during the Term; and

- 5.2.7 inform the British Council of any plans to:
- (i) change or update its systems;
 - (ii) change or update its IT hardware (such as but not limited to servers, computers, monitors or other equipment requested for use by the British Council;
 - (iii) change software storage; and/or
 - (iv) change the administration password,
- no later than one month prior to the next Session.

5.3 Subject to clause 7, Venue Owner permits the British Council to occupy the Venue for the Permitted Use in common with Venue Owner and all others authorised by Venue Owner (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 Owner and the British Council by this Agreement; and
- 5.4.2 Venue Owner retains control and possession of the Venue and the British Council has no right to exclude Venue Owner from the Venue.

6 The British Council Equipment

6.1 In the event that an Order Contract includes any British Council Equipment, the provisions of this clause 6, shall apply to such British Council Equipment.

6.2 The British Council Equipment shall:

- 6.2.1 at all times, be and remain, as between the British Council and Venue Owner, the exclusive property of the British Council, but, if requested by the British Council pursuant to clause 6.3, shall be held by Venue Owner in safe custody at Venue Owner's risk until returned to the British Council, and
- 6.2.2 not be disposed of or used other than by the Test Day Personnel or any other person authorised in writing by the British Council.

6.3 At the reasonable request of the British Council, the Venue Owner shall provide a secure, lockable storage space for the British Council Equipment for such period of time as the British Council may reasonably request.

6.4 Venue Owner shall not in any circumstances or at any time have any right to refuse to return to the British Council (or its nominated representatives) any of the British Council Equipment.

7 British Council's obligations

7.1 The British Council agrees and undertakes:

- 7.1.1 to pay to Venue Owner the Applicable Fee in accordance with clause 8;
- 7.1.2 to keep the Venue clean, tidy and clear of rubbish;
- 7.1.3 not to use the Venue other than for the Permitted Use;
- 7.1.4 not without Venue Owner'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;

- 7.1.5 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 Owner (such consent not to be unreasonably withheld or delayed) except as set out in Schedule 2;
- 7.1.6 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 Owner or to tenants or occupiers of the Venue or any owner or occupier of neighbouring property;
- 7.1.7 not to obstruct the Common Parts (subject to obstruction required to establish a secure and controlled Candidate access route to and from the exams and any other instances agreed with the British Council), make them dirty or untidy or leave any rubbish on them;
- 7.1.8 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewerage, telecommunications and data and other services and utilities to or from the Venue;
- 7.1.9 to observe any reasonable rules and regulations Venue Owner 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
- 7.1.10 to leave the Venue in a clean and tidy condition and to, subject to clause 6.3, remove the British Council's furniture, equipment and goods from the Venue at the end of each Session or the Hire Period, as applicable.

8 Payment

- 8.1 In consideration for its supply of the Services, the British Council will pay Venue Owner the Applicable Fee.
- 8.2 Venue Owner shall invoice the British Council for the Applicable Fee (together with VAT, where appropriate) during the month following each Session or Hire Period, as applicable.
- 8.3 The British Council shall pay correctly addressed and undisputed invoices within thirty (30) days following receipt provided that each invoice shall:
 - 8.3.1 include a description of the Services provided;
 - 8.3.2 include the British Council purchase order number; and
 - 8.3.3 be sent electronically via email in PDF format to such email address or postal address stated in the Order Form or otherwise communicated by the British Council to the Venue Owner.
- 8.4 Where the Services are to be provided in a jurisdiction outside of the United Kingdom, the parties agree that all billing in respect of the Applicable Fee shall be processed in that jurisdiction in the local currency, unless there are exceptional circumstances where this is not possible and such alternative arrangements must be agreed separately by the parties in the Order Form.
- 8.5 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 Owner 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.
- 8.6 The British Council may at any time set-off any liability of Venue Owner to the British Council against any liability of the British Council to Venue Owner, 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 Applicable Fee to the British Council by Venue Owner in the event of a Services Failure and/or payment of any administration fee payable in accordance with clause 8.6.4.

8.7 Subject to clause 27 and without prejudice to the provisions of clause 13.2, 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:

8.7.1 refuse to accept any replacement provision of a Venue from Venue Owner;

8.7.2 purchase substitute services from elsewhere and reclaim from Venue Owner any additional costs incurred as a result of procuring such substitute services from a third party instead of Venue Owner;

8.7.3 have any sums previously paid by the British Council to Venue Owner in respect of the affected Services refunded by Venue Owner; and/or

8.7.4 require a deduction of an administration fee of 10% of the Applicable Fee which would have been payable by the British Council for the affected Services had they been properly performed by Venue Owner.

8.8 The parties confirm that the administration fee payable under clause 8.6.4 is reasonable and proportionate to protect the British Council's legitimate interest in the performance of the Agreement. Venue Owner shall pay any such administration fee within 30 days following receipt of an invoice for the same from the British Council.

8.9 The Venue Owner shall, at all times during and after the Term of this Agreement, indemnify the British Council and keep the British Council indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred or suffered by the British Council arising out of any third party claim that the provision of the Services by the Venue Owner in accordance with the terms of this Agreement breaches the intellectual property rights of such third party (save to the extent that such claim arises out of the use by the Venue Owner in accordance with the terms of this Agreement of any other materials or information provided to the Venue Owner by or on behalf of the British Council).

9 Data Processing

9.1 Where the British Council provides Personal Data to Venue Owner, to the extent that Venue Owner Processes that Personal Data on behalf of the British Council under this Agreement, Venue Owner:

9.1.1 shall Process such Personal Data in accordance with the obligations set out in in this clause 9; and

9.1.2 shall not do anything to put the British Council in breach of the Data Protection Legislation.

9.2 For the purposes of this Agreement:

9.2.1 the type of Personal Data being Processed by Venue Owner includes only names;

9.2.2 the categories of Data Subjects include Test Day Personnel, Candidates and authorised representatives of the British Council engaged in CBT and PBT administration or CBT and PBT;

9.2.3 the nature/purpose of the Processing under this clause is to allow Venue Owner to record entry of the Candidates, Test Day Personnel and authorised representatives of the British Council and/or the End Client into the Venue on each Test Day for health and safety purposes (the “**Purpose**”); and

9.2.4 the duration of the Processing shall be the term of this Agreement.

9.3 Venue Owner shall:

9.3.1 Process the Personal Data only to the extent, and in such manner, as is necessary for the Purpose only in accordance with the British Council’s written instructions and this clause;

9.3.2 implement appropriate technical and organisational measures to ensure a level of security

9.3.3 appropriate to the risks that are presented by such Processing, to protect in particular against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects;

9.3.4 not without the British Council’s prior written consent transfer any Personal Data to another territory or organisation;

9.3.5 not Process or otherwise transfer any Personal Data outside the European Economic Area without prior written consent from the British Council and, where such consent is given, the Proctoring Provider shall provide appropriate safeguards in relation to the transfer and, amongst other things, agree to, and sign, the European Commission’s Standard Contractual Clauses;

9.3.6 ensure that any employees or other persons authorised by Venue Owner to process the Personal Data are subject to appropriate obligations of confidentiality;

9.3.7 not engage any third party to carry out its Processing obligations under this Agreement without obtaining the prior written consent of the British Council;

9.3.8 notify the British Council, as soon as reasonably practicable, about any request or complaint received from Data Subjects without responding to that request (unless authorised to do so by the British Council) and assist the British Council by technical and organisational measures, insofar as possible, for the fulfilment of the British Council’s obligations in respect of such requests and complaints;

9.3.9 on request by the British Council and taking into account the nature of the Processing and information available to Venue Owner, assist the British Council by:

(i) notifying the British Council without undue delay on becoming aware of any Personal Data Breach; and

(ii) where necessary, carrying out and/or reviewing and, if applicable, consulting with the British Council with respect to data protection impact assessments;

9.3.10 on request by the British Council, make available all information necessary to demonstrate Venue Owner’s compliance with this clause and otherwise permit, and contribute to, audits carried out by the British Council and/or the End Client (or their authorised representatives); and

9.3.11 not later than three (3) months following the date of the relevant Test Day (unless otherwise stated in the relevant Order Contract), destroy or return to the British

Council (as the British Council directs) all Personal Data and delete all existing copies of such Personal Data.

10 Termination

- 10.1 Either party may give notice in writing to the other terminating this Agreement with immediate effect if:
- 10.1.1 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
 - 10.1.2 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.
- 10.2 The British Council may give notice in writing to Venue Owner terminating this Agreement, and/or any Order Contract, with immediate effect if:
- 10.2.1 Venue Owner has a change of Control and such change of Control is not acceptable to the British Council;
 - 10.2.2 the relevant End Client Agreement terminates; or
 - 10.2.3 the relevant End Client instructs the British Council in writing to terminate this Agreement or any Order Contract(s).
- 10.3 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 Owner.
- 10.4 Termination is without prejudice to the rights of either party in connection with any antecedent breach of or other obligation subsisting under this Agreement.

11 Warranties for and representations of use or condition

- 11.1 Venue Owner warrants that each Venue it supplies possesses the Necessary Consents for the Permitted Use.
- 11.2 Venue Owner warrants that each Venue it supplies is physically fit for the Permitted Use.

12 Insurance requirements

- 12.1 Venue Owner 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 (per occurrence and in the aggregate (annual total of all losses))
Employers' liability / Workers' Compensation	In line with appropriate legislation
Public liability	£10,000 (unless otherwise stated in paragraph 8 of the relevant Order Contract)

13 Limitation of liability

- 13.1 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.

- 13.2 Subject to clause 13.1, the British Council shall not be liable to Venue Owner whether in contract, tort, negligence, breach of statutory duty or otherwise for:
- 13.2.1 any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising out of or in connection with this Agreement; or
 - 13.2.2 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.
- 13.3 Subject to clauses 13.1 and 13.2, 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 Applicable Fees which are or may become payable to Venue Owner under the terms of this Agreement:
- 13.3.1 within the twelve (12) months prior to the date of the claim; or
 - 13.3.2 if this Agreement is terminated prior to the date of the claim, within the twelve (12) months prior to the date of termination; or
 - 13.3.3 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.

14 Anti-Corruption and Collusion

- 14.1 Venue Owner 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 Owner of its obligations under this Agreement.
- 14.2 Venue Owner 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.
- 14.3 Venue Owner 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 14.3 is intended to prevent Venue Owner from discussing the terms of this Agreement and Venue Owner's pricing with Venue Owner's professional advisors.
- 14.4 Venue Owner 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 Owner nor any of Venue Owner's personnel, directors, or shareholders (where applicable) is listed:
- 14.4.1 as an individual or entity with whom national or supranational bodies have decreed organisations should not have financial dealings;
 - 14.4.2 as being wanted by Interpol or any national law enforcement body in connection with crime;
 - 14.4.3 as being subject to regulatory action by a national or international enforcement body;
 - 14.4.4 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
 - 14.4.5 as being a heightened risk individual or organisation, or (in the case of an individual) a politically exposed person,

(together, the “**Prohibited Entities**”).

- 14.5 Venue Owner warrants that it will not make payment to, transfer property to, or otherwise have dealings with, any Prohibited Entity.
- 14.6 If Venue Owner or any of Venue Owner’s personnel, directors, or shareholders (where applicable) is listed in a Screening Database for any of the reasons set out in clause 14.4, or if Venue Owner breaches the warranty in clause 14.5, then, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
- 14.6.1 terminate this Agreement without liability to Venue Owner immediately on giving notice to Venue Owner; and/or
 - 14.6.2 require Venue Owner to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with Venue Owner (and Venue Owner shall take all such steps); and/or
 - 14.6.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
 - 14.6.4 share such information with third parties.
- 14.7 Venue Owner shall provide the British Council with all information reasonably requested by the British Council to complete the screening searches described in clause 14.4.

15 Publicity

- 15.1 Venue Owner shall not publicise the terms of this Agreement or relevant Order Contract or use the name of the British Council (or any End Client) or any trade name or trade mark used by the British Council (or any End Client) or refer to the British Council (or any End Client) in any other way in any press release, promotional literature, publications or advertising material, including any website, “blogs”, social media or other online services, without the prior written consent of the British Council.

16 Anti-slavery and human trafficking

- 16.1 Venue Owner shall:
- 16.1.1 ensure that slavery and human trafficking is not taking place in any part of its business or in any part of its supply chain;
 - 16.1.2 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;
 - 16.1.3 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
 - 16.1.4 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.
- 16.2 If Venue Owner fails to comply with any of its obligations under clause 16.1, without prejudice to any other rights or remedies which the British Council may have, the British Council shall be entitled to:
- 16.2.1 terminate this Agreement without liability to Venue Owner immediately on giving notice to Venue Owner; and/or

- 16.2.2 require Venue Owner to take any steps the British Council reasonably considers necessary to manage the risk to the British Council of contracting with Venue Owner (and Venue Owner shall take all such steps); and/or
- 16.2.3 reduce, withhold or claim a repayment (in full or in part) of the charges payable under this Agreement; and/or
- 16.2.4 share with third parties information about such non-compliance.

17 Safeguarding and Protecting Children and Vulnerable Adults

- 17.1 The Venue Owner will comply with all applicable legislation and codes of practice, including, where applicable, all legislation and statutory guidance relevant to the safeguarding and protection of children and vulnerable adults and with the British Council's Safeguarding Policy and Adults at Risk Policy included in the British Council Requirements as amended from time to time, which the Supplier acknowledges may include submitting checks by the UK Disclosure & Barring Service (DBS) and/or equivalent local checks .
- 17.2 The Venue Owner must provide to the British Council, documentary evidence of the relevant disclosure and/or the criminal records checks in advance of undertaking any activities involving children and/or vulnerable adults in connection with this Agreement.
- 17.3 In addition, the Venue Owner will ensure that, where it engages any other party to supply any of the Services under this Agreement, that party will also comply with the same requirements as if they were a party to this Agreement.

[17A - Please include clause 17A only if the other party is carrying out activity with children and/or vulnerable adults.

17A.1 The Venue Owner warrants that, in relation to all activities in connection with the Services delivered in locations in England or Wales, it will comply with all legislation, codes of practice and statutory guidance relevant at any time in such location(s) to the safeguarding and protection of children and vulnerable adults (including the UN Convention on the Rights of the Child and the Children Act 1989), and with the British Council's Safeguarding Policy and Adults at Risk Policy, as may be amended from time to time.

17A.2 Where the Services are delivered outside of England or Wales, the Venue Owner warrants that, in relation to all activities in connection with the Services, it will comply with all legislation, codes of practice, and statutory guidance relevant at any time in those locations to the safeguarding and protection of children and vulnerable adults, and with the detail and principles of the Children Act 1989 and the UN Convention on the Rights of the Child (to the extent that such legislation is not directly applicable in those locations), and with the British Council's Safeguarding Policy and Adults at Risk Policy, as may be amended from time to time.

17A.3 The Venue Owner acknowledges that, for the purposes of the Safeguarding Vulnerable Groups Act 2006¹, and any regulations made thereunder, as amended from time to time (the "SVGA"), and where any of the Services are delivered in England or Wales, it is the "Regulated

¹ "Safeguarding Vulnerable Groups Act 2006" means the UK Act, the purpose of which is to make provision in connection with the protection of children and vulnerable adults by preventing those deemed unsuitable to work with children and vulnerable adults (adults at risk), from gaining access through work (whether paid or unpaid).

Activity Provider” in respect of any **“Regulated Activity”** (both as defined in the SVGA) carried out in connection with the Services and that it will comply in all respects with the SVGA and any regulations or orders made thereunder. Equivalent provisions in equivalent legislation applicable in any locations other than England and Wales shall apply in those locations.

17A.4 The Venue Owner shall ensure that it is (and that any individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Services is):

17A.4.1 subject to a valid enhanced disclosure check undertaken through the UK Disclosure & Barring Service, or the equivalent local check (as set out in clause 17A.5 below), including a check against the adults' barred list² or the children's barred list³, as appropriate; and

17A.4.2 where applicable, the Venue Owner shall monitor the level and validity of the checks under this clause 17A.4 for each member of the Venue Owner's personnel or other individual engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Services.

17A.5 Pursuant to clause 17A.4.1 above, equivalent local checks, include, but are not limited to, the ACRO Criminal Records Office, 'International Child Protection Certificate' online criminal records checks and Code of Good Conduct' or any other services as detailed at the following link: <https://www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants>.

17A.6 The Venue Owner must provide to the British Council, documentary evidence of the relevant disclosure and/or criminal records checks carried out pursuant to this clause in advance of undertaking any activities involving children and/or vulnerable adults in connection with the Services.

17A.7 The Venue Owner warrants that at all times during the term of this Agreement, it is not, and has no reason to believe that any person who is or will be employed or engaged by the Venue Owner in connection with the Services is, barred from carrying out such employment or engagement.

17A.8 The Venue Owner shall immediately notify the British Council of any information that the British Council reasonably requests to enable the British Council to be satisfied that the obligations of this clause 17A have been met.

17A.9 The Venue Owner shall refer information about any person employed or engaged by it to carry out activities with children, vulnerable adults and/or Regulated Activity in connection with the Services to the UK Disclosure & Barring Service, or the equivalent local service as set out in clause 17A.5, where it removes permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity) because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.

² References to the “adults' barred list” means the list maintained by the Disclosure and Barring Service of individuals who are not permitted to work with vulnerable adults in a Regulated Activity if advanced checks reveal information which could potentially make the individual eligible to be on one of the barred list.

³ References to the “children's barred list”, means the list maintained by the Disclosure and Barring Service of individuals who are not permitted to work in a Regulated Activity with children.

17A.10 The Venue Owner shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out activities with children, vulnerable adults and/or Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

17A.11 The Venue Owner shall immediately contact the British Council to report any credible suspicions of, or actual incidents of activity related to the Services which contravene the obligations contained in this clause 17A.

17A.12 Pursuant to clause 17A.11 above, the Venue Owner shall cooperate fully with investigations into such events, whether led by the British Council, any end client and/or their agents or representatives.]

18 Equality, Diversity and Inclusion

18.1 Venue Owner 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.

18.2 Venue Owner shall comply with any equal opportunities or diversity policies or guidelines included in the British Council Requirements.

19 Assignment and other dealings

19.1 Venue Owner 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.

19.2 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 Owner 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 19.2.

20 Waiver

20.1 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.

21 Entire agreement

21.1 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.

22 Variation

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

22.2 In the event either of the parties' obligations under this Agreement or an Order Contract are impacted due to COVID-19 (or any subsequent strains thereof) as a result of:

22.2.1 government-implemented advice and / or capacity restrictions;

22.2.2 reasonable measures taken by the British Council and / or the Venue Owner to protect the health and safety interests of its personnel; or

22.2.3 otherwise;

(a "**Delay Event**"), the impacted party shall notify the other party as soon as practicable of the nature and extent of the Delay Event and the effect this may have upon its obligations hereunder and the parties shall negotiate in good faith to vary the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the Applicable Fee and timelines for the delivery of the Services.

22.3 For the avoidance of doubt, the Applicable Fee shall not be payable to the Venue Owner until the Services have been provided in accordance with this Agreement (as may have been varied in accordance with this clause 22).

23 Severance

23.1 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.

24 Counterparts

24.1 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.

25 Third party rights

25.1 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 19 is a permitted successor or assignee of the rights or benefits of a party may enforce such rights or benefits.

25.2 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).

26 No partnership or agency

26.1 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.

27 Force Majeure

27.1 Subject to clauses 27.2 and 27.3, 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, pandemics declared by the World Health Organisation or measures imposed to contain such pandemics, 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.

- 27.2 A party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- 27.2.1 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;
 - 27.2.2 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
 - 27.2.3 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.
- 27.3 Nothing in this clause 27 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 circumstances which themselves amount to a Force Majeure Event as defined).

28 Notice

- 28.1 Notice given under this Agreement shall be in writing, sent for the attention of, and addressed to, the relevant contact set out in clause 28.4 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:
- 28.1.1 personally, in which case the notice will be deemed to have been received at the time of delivery;
 - 28.1.2 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
 - 28.1.3 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.
- 28.2 To prove service of notice sent under clause 28.1, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 28.3 A notice may be served by email, to the relevant contact at the address set out in clause 28.4 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:
- 28.3.1 on the same working day if transmitted prior to 5:00pm on a working day in the recipient's time zone; or
 - 28.3.2 on the next working day if transmitted at or after 5:00pm in the recipient's time zone.
- 28.4 For the purposes of clauses 28.1 and 28.3, notice shall be sent to the following addresses:

British Council address for notices	Name	Savithri De Mel
	Role	Procurement Manager – Asia Pacific
	Address	
	Email	Savithri.demel@britishcouncil.org
Venue Owner address for notices	Name	
	Address	
	Email	

29 Governing Law and Dispute Resolution Procedure

- 29.1 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 [hh, the applicable laws of Nepal;](#) ~~the laws of England and Wales.~~
- 29.2 Subject to the remainder of this clause 29, the parties irrevocably agree that the courts of England and Wales 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.
- 29.3 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 29.3, either party may commence proceedings in accordance with clause 29.2.
- 29.4 Nothing in this clause 29 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 Applicable Fee by the British Council to Venue Owner, Venue Owner 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 Schedule 3 and Schedule 4;
 - 1.3 display notices, signboards, posters and advertising at the Venue;
 - 1.4 grant access to the Venue for the British Council management, the Candidates, the Test Day Personnel, any authorised representatives of the British Council and/or the End Client and the End Client auditors from time to time; and
 - 1.5 obtain copies of all video recordings of exam sessions at venues which have provided cameras and/or CCTV equipment, as shall be agreed on the Order Form for each Exam Session; and
 - 1.6 to record exam sessions and other related activities, including Venue staff as may be necessary, and provide copies of such recordings to the End Client.

Schedule 3

Technical and Technical Support Requirements-ACCA

This Schedule sets out the Minimum Specification in relation to certain IT and network components used in the receipt by the British Council of services provided by the Application Provider (Pearson Vue) to deliver CBE. In addition paragraph 4 below sets out the related Minimum Specification for Student workstation equipment that the British Council requires for the purposes of its CBEs. Venue Owner must comply with the Minimum Specification.

Hardware configuration

All-in-one PC's are permitted as long as they meet the minimum Technical Specification and do not have a Touch screen. Pearson VUE highly recommends that All-in-one PC's meet the Recommended Technical Specifications.

Software licenses

All test centres are required to have Windows operating systems that have completed online activation. Application software installed on all exam delivery workstations must also have current licensing. Windows Operating Systems must pass Genuine Windows Validation.

Network configuration

It is strongly recommended that all machines with VTS Software installed remain in the same domain or workgroup, VLAN, and subnet. Network configurations that do not follow this guideline may experience decreased exam delivery performance. You may be asked to make changes to your network configuration to comply with this guideline as part of problem resolution.

Monitors

- The exam delivery workstation monitor must allow for the following:
 - o Widescreen monitors in the range of 17-24 inches
 - o Screen resolution settings either:
 - 1920 x 1080
 - 1680 x 1050
 - 1600 x 900
 - 1440 x 900
 - 1366 x 768
 - o Recommended exam delivery workstation monitor output is a 1920 x 1080 screen resolution on a 19 or 21 inch widescreen monitor

Exam Delivery

In connection with the provision of exam delivery services to the British Council by Application Provider (Pearson Vue) the Minimum and Recommended Specifications applicable for administration workstations, servers and exam delivery workstations are:

Administration Workstation (Venue administrator):

Operating System	<p>*Windows 10 Professional or Enterprise (64-bit)</p> <p>**Windows 11 Professional or Enterprise (64-bit)</p> <p>*You must have the latest version of Windows 10 or 11 with all current patches installed. You should run monthly updates for any OS updates. Note: If you are an educational facility, i.e., University, Windows 10 education is currently supported.</p>
Processor	<p><u>Minimum Required</u></p> <p><i>Intel:</i> i5 Generation 4 or higher i3 Generation 8 or higher</p> <p><i>AMD:</i> Ryzen 3 or higher</p> <p><u>Recommended Specifications</u></p> <p><i>Intel:</i> i7 Generation 4 or higher</p> <p><i>AMD:</i> Ryzen 5 or higher</p> <p>Note: The processor must support SSSE3 instruction set</p> <p>**Please refer to the Microsoft website to ensure the i3/i5/i7 or Ryzen 3/5 processor is compatible with Windows 11.</p>
RAM	<p><u>Minimum Required</u></p> <p>8 GB of RAM</p> <p><u>Recommended Specifications</u></p> <p>16 GB of RAM or more</p>
Hard Drive	<p><u>Minimum Required</u></p> <p>64 GB free disk space</p>

	<p><u>Recommended Specifications</u></p> <p>128 GB free disk space</p>
Graphics Adapter	<p>Video Adapter must support DirectX 12 or higher and OpenGL 2.0 or higher. Latest drivers installed.</p> <p>The WDDM Driver version must be 2.0 or higher.</p> <p>128 MB dedicated Video RAM or the ability to increase the dedicated video memory to 128 MB via bios change.</p> <p>Note: OpenGL 2.0 or higher is required regardless of whether it is an “integrated chipset” or a machine with a dedicated video card.</p> <p>All computers and monitors should be connected via DVI, DisplayPort, or HDMI.</p>
Display	17 inch monitor or larger 24 ince monitor recommended
Keyboard and Mouse	<p>English QWERTY Keyboard 2 Button Wheel Mouse</p>
Network Connection	<p>Minimum: 100-Mbps Full Duplex WIRED connection to the network switch.</p> <p>Recommended: 1-Gbps Full Duplex WIRED connection to the network switch.</p> <p>It is strongly recommended that all machines with VTS software installed should remain in the same domain or workgroup, VLAN and subnet.</p>
	<p>Note: Wireless Networks are strictly prohibited. 3G/4G/5G connections are prohibited.</p>
Internet Connection	<p>Broadband (DSL, Cable or LAN/WAN)</p> <p>The minimum connection speed (Base Network) requirement of 5.0 Mbps down/ 3.0 Mbps up is required for all test centers, to allow a reasonable RMA speed.</p>
Internet Browser	Latest version of Edge, Chrome or Firefox

Additional Software	<p>.NET 4.0 is installed with the VTS software.</p> <p>If installing on Windows 10, .NET 3.5 must be enabled on the Administration/Proctor workstation to complete the VTS installation.</p> <p>All workstations must have Anti-Virus software installed with a current update.</p>
Additional Notes	<p>Windows 10 allows for up to 15 simultaneous exam deliveries.</p> <p>Candidates must not have free access to the Administration of Proctor workstations at any time.</p> <p>The Windows account used to install the VUE Testing System Platform must have administrative rights to properly install and update the software.</p>

Exam Delivery Workstation (Student):

Operating System	<p>*Windows 10 Professional or Enterprise (64-bit)</p> <p>**Windows 11 Professional or Enterprise (64-bit)</p> <p>*You must have the latest version of Windows 10 or 11 with all current patches installed. You should run monthly updates for any OS updates. Note: If you are an educational facility, i.e., University, Windows 10 education is currently supported.</p>
Processor	<p><u>Minimum:</u></p> <p><i>Intel:</i> i5 Generation 4 or higher i3 Generation 8 or higher AMD: FX-4000 series or higher</p> <p><u>Recommended:</u></p> <p><i>Intel:</i> i7 Generation 4 or higher</p> <p>**Please refer to the Microsoft website to ensure the i5/i7 or Ryzen 3/5 processor is compatible with Windows 11.</p>
RAM	<p><u>Minimum:</u></p>

	<p>8 GB of RAM (4 GB of RAM is acceptable until March 2024 session, which is 18 months after the issue of this latest spec)</p> <p><u>Recommended:</u> <i>16 GB of RAM</i></p>
Hard Drive	<p><u>Minimum:</u> <i>64 GB free disk space</i></p> <p><u>Recommended:</u> <i>128 GB free disk space</i></p>
Graphics Adapter	<p>Video Adapter must support DirectX 12 or higher and OpenGL 2.0 or higher. Latest drivers installed.</p>

	<p>The WDDM Driver version must be 2.0 or higher.</p> <p>128 MB dedicated Video RAM or the ability to increase the dedicated video memory to 128 MB via bios change.</p> <p>Note: OpenGL 2.0 or higher is required regardless of whether it is an “integrated chipset” or a machine with a dedicated video card.</p> <p>All exam Delivery workstations must have a Graphics Adapter that supports GPU Scaling (sometimes called Maintaining Aspect Ratio).</p> <p>All exam Delivery workstations must have the GPU Scaling feature enabled. All computers and monitors must be connected via DVI, DisplayPort, or HDMI.</p>
Display	<p>Monitors for exam delivery workstations must be widescreen and be between 17 to 24 inches in monitor size.</p> <p>Screen resolution settings either:</p>

	<ul style="list-style-type: none"> ▪ 1920 x 1080 ▪ 1680 x 1050 ▪ 1600 x 900 ▪ 1440 x 900 ▪ 1366 x 768 <p>Recommended exam workstation widescreen monitor output is a 19 inch or 21 inch display size with 1920 x 1080 screen resolution.</p> <p>Monitors must be connected to the computer using DVI, DisplayPort, or HDMI</p>
Mouse and Keyboard	English QWERTY Keyboard, 2 Button Wheel Mouse
Network Connection	<p>Minimum: 100-Mbps Full Duplex WIRED connection to the network switch.</p> <p>Recommended: 1-Gbps Full Duplex WIRED connection to the network switch.</p> <p>It is strongly recommended that all machines with VTS Software installed should be in the same domain or workgroup, VLAN, and subnet.</p> <p>Note: Wireless networks are strictly prohibited.</p>
Internet Connection	<p>Broadband (DSL, Cable or LAN/WAN)</p> <p>The minimum connection speed (Base Network) requirement of 5.0 Mbps down/ 3.0 Mbps up is required for all test centers, to allow a reasonable RMA speed.</p>
Internet Browser	Latest version of Edge, Chrome, or Firefox
Additional Software	.NET 4.0 is installed with the VTS software.

	<p>If installing on Windows 10, .NET 3.5 must be enabled on exam delivery workstation to complete the VTS installation.</p> <p>All workstations must have Anti-Virus software installed with a current update.</p>
Additional Notes	<p>The Windows account used to install the VUE Testing System Platform must have local Administrative rights to install properly.</p> <p>The Windows account profile logged into the exam delivery workstation must have Administrative rights to launch the Delivery Manager software.</p>

Additional CBE minimum specification – student workstation

Consistency of Equipment at a Venue. Venue Owner shall ensure that each Venue provides a consistent set of workstation hardware (computer, monitor, mouse, and keyboard) so that all Students sitting a CBE in a Venue use the same type of equipment. The makes and models may be different so long as they meet the minimum specification and other requirements set out in this Annex.

Non-desktop PC Devices. Where laptops without numeric keypads are used Students must be provided with a separate English QWERTY Keyboard with numeric keypad as well as a 2-Button Wheel Mouse.

Centre (site) Server (shared file storage):

The file storage server must always be accessible via LAN to the Administration workstation, Proctor workstation, and all exam delivery workstations for any VTS application that is active.

For exam delivery events requiring fewer than 14 seats, an administration machine meeting the specification detail above can serve as a server, and no additional server is required.

Please note no virtual servers are permitted.

	76-100 Exam Delivery Seats
Operating System	<p>Windows Server 2019 (64bit)</p> <p>Windows Server 2016 (64bit)</p> <p>**Windows Server 2012</p> <p>R2 with update (64-bit)</p>

	<p>(Windows Server Core is not currently supported)</p> <p>**Windows Server 2012 R2 will no longer be supported as of October 2023. You must upgrade to a newer server version before October 2023.</p>
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	76-100 Exam Delivery Seats
Processor	<p><i>Intel:</i> Xeon E5 series 8+</p> <p><i>AMD:</i> Dual Opteron 4000 series 8+ cores</p>
RAM	16 GB of RAM or more
Hard Drive	<p>SAS or faster HDD Interface RAID 1 (Mirrored) or another higher performing redundant RAID setup 15k RPM HDD</p> <p>100 GB available space</p> <p>Note: For Event Testing, a Solid-State Drive (SSD) may be used. However, this does not extend to the fixed location large scale exam delivery sites due to unanswered questions on long term durability.</p>
Network	<p>1 Gbps Full Duplex WIRED connection to the network switch.</p> <p>It is strongly recommended that all machines with VTS Software installed remain in the same domain or workgroup, VLAN, and subnet. Network configurations that do not follow this guideline may experience decreased exam delivery performance. You may be asked to make changes to your network configuration to comply with</p>
	76-100 Exam Delivery Seats
	this guideline as part of problem resolution.

	<p>For Event Testing it is strongly recommended that DHCP IP Address lease time twice the length of the testing event.</p> <p>Pearson VUE strongly recommends that the server be dedicated to the VTS software to ensure the highest quality experience for candidates during exam delivery.</p> <p>Pearson VUE strongly discourages that the server provides additional services such as: domain controller, DHCP, SQL Server, WINS, etc. Note: Wireless networks are strictly prohibited. 3G/4G/5G connections are prohibited.</p>
Power	UPS is recommended
Internet Connection	<p>Broadband (DSL, Cable or LAN/WAN)</p> <p>The minimum connection speed (Base Network) requirement of 5.0 Mbps down/ 3.0 Mbps up is required for all test centers, to allow a reasonable RMA speed.</p>
Internet Browser	Latest version of Edge, Chrome, or Firefox
Additional Software	Server must have Anti-Virus software installed with a current update. .NET 3.5 framework must be enabled.
Additional Notes	<p>The Windows account used to install the VUE Testing System Platform must have</p> <p>Administrative rights to install properly.</p> <p>Candidates should never have free access to the Server machine at any time.</p>

The British Council wishes to avoid, or mitigate, the risk of a networked delivery solution by ensuring that all network connections between Centre Servers , administration workstations and exam delivery workstations are wired. Therefore, when sourcing Venues and/or additional capacity, Venue Owner must not use a wireless network solution between the Centre Server, the administration workstation and the exam delivery workstation, unless there is no other alternative. If any such Venues are required to meet the British Council's needs, Venue Owner must seek confirmation in writing from the British Council before engaging such a Venue.

For exam delivery events requiring more than 30 seats and up to and including 90 seats then Venue Owner shall comply with the Minimum Specification set out in the table below.

Note: For exam delivery events requiring more than 90 Seats then the British Council will, on request from Venue Owner, provide Venue Owner with the current minimum specification operated by Pearson Vue, relating to administration and invigilator workstation, workstations and server.

Where more than 90 seats are required in a Venue there must be one server allocated to and operational for each 90 seats.

ADDITIONS TO THE MINIMUM SPECIFICATIONS - Going Forward

Browsers, operating systems and screen resolutions

The British Council's Application Provider will support all browsers within the scope of the Minimum Specification.

In addition to those web browsers identified above:

(A) the British Council will ensure that its CBE provider software will operate in accordance with the terms of the agreement the British Council has with the Application Provider with any web browser with a market share of > 5% from time to time, and any mobile web browser in the list of top ten browsers from time to time, per the market share figures supplied by the industry reference website w3counter; and

(B) Web browsers dropping below 5% may be removed from support at the Application Provider discretion. Venue Owner should note that the British Council's Application Provider may also remove browsers from support for other reasonable factors when those browsers do not provide support for technology capabilities required by the Application Provider.

In addition to those operating systems identified above Venue Owner should note the following:

(A) the British Council's Application Provider software will operate in accordance with the terms of the agreement the British Council has with the Application Provider with any operating system with a market share of > 5% from time to time and any mobile operating systems in the list of top ten operating systems from time to time, per the market share figures supplied by the industry reference website w3counter.

(B) Operating systems dropping below 5% may be removed from support at the Application Provider's discretion. The Application Provider may also remove operating systems from support for other reasonable factors when those systems do not provide support for technology capabilities required by the Application Provider.

Venue Owner should note that in addition to those screen resolutions identified above, the Application Provider's software will operate in accordance with the terms of the agreement that the British Council has with the Application Provider with any screen resolution with a market share of > 5% from time to time and any mobile operating systems in the list of top ten screen resolutions from time to time, per the market share figures supplied by the industry reference website w3counter. Screen resolutions dropping below 5% may be removed from support at the Application Provider's discretion.

Technical Support

Experienced technician(s) is/are available at each Venue for each exam sitting, which in addition to their technical knowledge and competence of networks and computers must be able to converse in English with the application provider's help desk.

Additional CBT minimum specification – Candidate workstation

Consistency of Equipment at a Venue. Venue Owner shall ensure that each Venue provides a consistent set of workstation hardware (computer, monitor, mouse, and keyboard) so that all Candidates sitting a CBT in a Venue use the same type of equipment. The makes and models may be different so long as they meet the minimum specification and other requirements set out in this Annex.

Non-desktop PC Devices. Where laptops without numeric keypads are used Candidates must be provided with a separate English QWERTY Keyboard with numeric keypad as well as a 2-Button Wheel Mouse.

The British Council wishes to avoid, or mitigate, the risk of a networked delivery solution by ensuring that all network connections between Venue servers, administration workstations and exam delivery workstations are wired. Therefore, when sourcing Venues and/or additional capacity, Venue Owner must not use a wireless network solution between the Venue server, the administration workstation and the exam delivery workstation, unless there is no other alternative. If any such Venues are required to meet the British Council's needs, Venue Owner must seek confirmation in writing from the British Council before engaging such a Venue.

Contingency Planning: One back up device for up to 5 or less active workstations. Subsequently increasing back up devices for every up to 5 active workstations.

It is strongly recommended that UPS is available ensure buffer to save the test or you can successfully complete a test in case there is a power outage suddenly.

Browsers, operating systems and screen resolutions

The British Council's Application Provider will support all browsers within the scope of the Minimum Specification.

Technical Support

Experienced technician(s) is/are available at each Venue for each Exam Sitting, which in addition to their technical knowledge and competence of networks and computers must be able to converse in English with the Application Provider's help desk.

Signed by the duly authorised representative of BCSNPL

Name:	.....	Signature:	.....
Position:	.....	Date	.....

Signed by the duly authorised representative of [insert name of Venue Owner]

Name:	.....	Signature	.....
Position:	.....	Date	.....

