Terms of service under the Resolution of 27 of May 2021 of the General Secretary for Education and Professional Training (the "Resolution"), which regulates the management of language level tests for students of public centres dependent on the Consejería de Cultura, Educacion and Universidad, not belonging to the Network of Plurilingual Centres.

These Terms are entered into between:

(1) **Trinity College London** (company registration no 2683033), a registered charity in England and Wales (charity no. 1014792) and Scotland (charity no. SC049143) whose registered office is at the Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom, and its successors and permitted assigns ('**Trinity**', '**we**', '**our**', '**us**'); and

(2) the '**Temporary Exam Venue Provider**' or '**you**', being a participating school under the Resolution that has submitted an application to become a temporary exam venue and the application has been accepted by Trinity,

each, a '**party**' and together, the '**parties**'.

Background:

(A) Trinity, a regulated awarding body, is a leading international exam board providing qualifications in English language and in a range of disciplines in the performing and creative arts.

(B) You wish to enter learners to take Trinity Integrated Skills in English (ISE) exams with the exams being administered on your premises and remotely with the support of Trinity personnel.

(C) You agree for Trinity Exams to be conducted on your premises for your learners using Trinity support personnel where applicable (e.g. as invigilators) on the following terms.

Agreed Terms:

Registration and enrolment

1. Trinity will deliver its Integrated Skills in English exams (Common European Framework of Reference for Languages levels B1, B2, C1) (the '**Trinity Exams**') on the premises of your educational establishment subject to the following terms:
   (a) you apply to register your educational establishment as a temporary exam venue by submitting the applicable registration form to Trinity;
   (b) you enrol your learners for the Trinity Exams by submitting the required enrolment spreadsheet via an email sent to the email address to be notified by Trinity to you, as soon as possible and before the registration period end date for your preferred exam dates for both the oral and written modules of the Trinity Exams. The enrolment spreadsheet will be provided by Trinity on request; and
   (c) Trinity accepts your registration.

Fees

2. You agree to pay us the value of the fees for the Trinity Exams booked under these Terms.
3. The fee for each complete exam (i.e. comprising Reading, Writing, Listening and Speaking) is 100 euros. Candidates who fail one of the four skills of their level will be able to re-take that component once and this re-take is included in this price.

Exam dates

4. The written and oral modules of the exams will be delivered on the dates to be notified to you by Trinity.
5. Please indicate your preferred exam date when registering with us or as soon as possible after registration and before the registration period end date (as specified by Trinity) for your preferred exam dates. Trinity cannot guarantee your choice of dates, but will use reasonable endeavours to honour your choice, taking into account the time and date of submission of your registration form. Registrations received before 30 July 2021 will receive preference in order of their date and time of registration. Where we are unable to meet your preferred exam dates we will work to offer exam dates that are as close as reasonably possible to your preferred dates.

Exam delivery

6. Once your registration has been accepted, Trinity will:
   (a) register you as a temporary exam venue provider and provide you with your own venue number;
   (b) provide you with information to enable you to access our information technology platform;
   (c) confirm the dates of the Trinity Exams to take place at your temporary exam venue and the list of learners enrolled with us as candidates for these Trinity Exams;
   (d) on the relevant dates, conduct the written exams at your temporary exam venue, and conduct the oral exams virtually via video conferencing technology (we will share with you the details to be used by candidates to access the oral exam via your establishment's computers located at the temporary exam venue); and
   (e) deliver the results of these assessments and issue certificates for the successful candidates.

Other conditions

7. Both parties will adhere to:
   (a) Trinity's rules and regulations regarding security and venue set-up for the Trinity Exams available at https://www.trinitycollege.com/help/exam-administration; and https://www.trinitycollege.com/page/GESE-ISE;
   (b) Trinity's policies, including Trinity's Anti-Bribery, Data Protection, Conflicts of Interest, Malpractice and Safeguarding and Child Protection Policies, available at https://www.trinitycollege.com/about-us/policies; and
   (c) all applicable laws.
8. You will permit Trinity personnel, including invigilators and inspectors, to access and use your premises for the purpose of conducting the Trinity Exams on the agreed exam dates at your temporary exam venue.
9. You will provide reasonable assistance to Trinity in all matters relating to these Terms.
10. Trinity maintains full and comprehensive insurance to cover its own risks. Similarly, for the duration of these Terms and for one year thereafter, you will maintain appropriate insurance under local law to cover the potential risks arising from your role as a temporary exam venue provider and will produce proof of valid insurance on request.

Confidentiality and data protection

11. Each party will keep the other party's confidential information secret and secure, except when required to disclose such information to the court or other authority.
12. The parties agree that for the purposes of data protection laws, each party is an independent data controller in respect of any personal data relating to learners and any other persons exchanged between the parties pursuant to these Terms. Each of the parties will ensure that it complies with the applicable data protection laws at all times for the duration of these Terms, including in relation to the transfer of personal data to third countries.
13. Each party agrees to provide the other with such reasonable cooperation and assistance as is necessary to enable the other to comply with its obligations as a data controller in respect of any personal data relating to learners and any other persons exchanged between the parties, including to enable the other to comply with learners' and such persons' rights in respect of their personal data.
14. Each party will ensure that the information (including personal data) of learners is accurate and kept up-to-date and will notify the other party promptly of any changes to such information.
15. Trinity will process learners' personal data received from you in accordance with Trinity's privacy statements available at https://www.trinitycollege.com/page/data-protection. Where applicable, you will inform learners and/or other persons that their personal data will be transferred to Trinity to be processed and bring Trinity's privacy statements to their attention.
16. Each party will implement appropriate technical and organisational measures to protect personal data against a data security breach. Each party shall have in place its own policies that must be followed in the event of a data security breach, taking into account the applicable data protection laws and any associated guidance. Each party will notify the other immediately and within 72 hours in the event of a notifiable data security breach relating to your learners and provide the other with such reasonable assistance as is necessary to facilitate the handling of such data security breach in an expeditious and compliant manner.

General provisions

17. Nothing in these Terms is intended to make you an agent or partner or registered exam centre of Trinity or to constitute a joint venture between Trinity and you.
18. These Terms will come into force on the date that your registration form to become a temporary exam venue is signed and will remain in effect for a period of one year.
19. Clauses 10 to 17 and 19 to 24 of these Terms shall survive the termination or expiry of these Terms and continue indefinitely.
20. No variation of these Terms will be valid unless it is in writing and duly executed by both parties.
21. These Terms are drafted in the English language. If these Terms are translated into any other language, the English language text will prevail.
22. The invalidity, illegality or unenforceability of any term under these Terms will not affect the validity, legality or enforceability of its remaining terms.
23. Neither party will be in breach of these Terms nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control.
24. Only the parties to these Terms have the right to enforce any of its terms.