

The British Council: **THE BRITISH COUNCIL**, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 1 Redman Place, Stratford, London, E20 1JQ

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 and PBT 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 THE BRITISH COUNCIL

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;

“PBT” means paper based testing;

“PBT Data” means the Candidates’ PBT materials and responses to any exam;

“PBT 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;

“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 Sittings 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 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 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.

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).

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.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.

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	
	Role	[e.g. head of CBT]
	Address	
	Email	
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, 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.

DRAFT - Subject to Contract

Schedule 3

A CBT Venue Requirements

1 Facilities:

- 1.1 Venue Owner shall:
- 1.1.1 provide Venue(s) for the use of the British Council for the duration of each Session;
 - 1.1.2 provide Venue(s) which shall include three (3) separate areas: i) an area for Candidates to wait in advance of the Exam Sitting ("**Candidate Waiting Area**"); ii) an area for checking in Candidates and monitoring exams ("**Exam Administrator Area**"); and iii) a secure room in which Candidates sit the exams ("**Exam Room**"). For the avoidance of doubt, the Candidate Waiting Area and Exam Administrator Area may be in the Exam Room but within distinct separate areas of the same;
 - 1.1.3 provide Exam Rooms with networked computer equipment in-situ as set out at Schedule 4 (Technical & Technical Support Requirements);
 - 1.1.4 ensure that all Servers supporting CB examinations are maintained on the venue premises in a secure room with restricted and controlled access;
 - 1.1.5 ensure that the networked computer equipment's Microsoft operating licences are original and valid for the duration of any of the Sessions;
 - 1.1.6 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;
 - 1.1.7 ensure that the branded signage provided by the British Council is clearly identifiable for Candidates;
 - 1.1.8 provide Venue(s) that is/are close to local travel facilities with disabled access to the building;
 - 1.1.9 ensure a disabled toilet is clean and available within each Venue;
 - 1.1.10 ensure clean and available, separate male and female toilets within each Venue;
 - 1.1.11 ensure that all Venue compliance certification is appropriately displayed including Fire Safety and relevant Health & Safety;
 - 1.1.12 ensure that all fire exits are clearly marked and fire extinguishers are checked and in sight within the Venue;
 - 1.1.13 ensure that there are clear instructions regarding fire evacuation processes which are visible within the Venue;
 - 1.1.14 provide fire detection equipment and alarms within the Venue(s);
 - 1.1.15 ensure that the Exam Room has secure access for authorised Test Day Personnel and Candidates during the exam;
 - 1.1.16 ensure all Exam Rooms are located away from areas of high footfall or noise, or where training is being conducted;
 - 1.1.17 ensure that each Venue has smoke detection, fire alarm, emergency lighting in the event of a power failure, and clearly signed access to appropriate fire extinguishers / equipment;
 - 1.1.18 ensure that each Venue has emergency evacuation arrangements and routes that are: clearly indicated (signage), lit, clear of obstructions, with

- unlocked / easy to open exit doors, and that lead to a safe external assembly point. Evidence of a regular evacuation check must be provided;
- 1.1.19 ensure that the Exam Room has secure access for authorised Test Day Personnel and Candidates during the exam;
 - 1.1.20 ensure all Exam Rooms are located away from areas of high footfall or noise, or where training is being conducted;
 - 1.1.21 ensure all Exam Rooms have adequate 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 partitions, these must be both high and long enough on all sides to prevent Candidates from seeing each other's screens. Any such partitions must be sturdy so as not to fall over during any Exam Sitting. If privacy filters are used, Venue Owner will need to ensure that it is not possible for Candidates to see each other's screens;
 - 1.1.22 provide Exam Rooms which have a controlled, comfortable temperature with air conditioning and/or heating systems as appropriate;
 - 1.1.23 ensure a working clock, in a highly visible location within Exam Rooms;
 - 1.1.24 provide desks with a suitable adjustable chair for each Candidate within Exam Rooms;
 - 1.1.25 provide a desk for the test administrator which will be positioned at the front of Exam Rooms, facing the Candidates;
 - 1.1.26 ensure that Exam Rooms have adequate lighting and window coverings that prevent screen glare; and
 - 1.1.27 provide to the British Council, or its authorised representatives, a completed, signed Daily Setup Checklist in the form set out in Schedule 5 (or as otherwise provided by the British Council from time to time) for each day of a Session.
 - 1.1.28 provide mineral water (19 Litre with dispenser or 500ML bottle) for all candidate and staff members to be provided, as confirmed by The British Council;
 - 1.1.29 provide disposable cups for water; and
 - 1.1.30 provide tea/coffee/snacks refreshments to British Council designated staff (venue staff and/or Examiners).

2 **General Security:**

2.1 Venue Owner shall:

- 2.1.1 provide the Exam Administrator Area which shall be a clearly defined space or room (if available), outside (or inside, but in its own designated area) of the Exam 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 Venue Owner by the British Council) and for the Test Day Personnel to carry out the registration/exam administration procedures;
- 2.1.2 in the Candidate Waiting Area (or area adjacent to it), 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. For the avoidance of doubt this may be outside or inside of the Exam Room;
- 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 and/or security 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 Owner shall:

- 3.1.1 comply with its obligations under clause 9 of Schedule 1;
- 3.1.2 provide a secure Local Area Network and secure internet connectivity;
- 3.1.3 Ensure comprehensive coverage of customer journeys, routes and points, including but not limited to, such perimeters, parking lots, and storage spaces, walkways, hallways, Internal and external building spaces and other relevant zones, through the use of CCTV surveillance. These surveillance systems should ensure the capture of clear and identifiable images whenever needed. Recordings, footages, or clips should be retained for a period ranging between 60 to 90 days;
- 3.1.4 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 End Client's CBT questions are not vulnerable to malicious 3rd party activity or virus;
 - (iii) the CBT Data are not vulnerable to malicious 3rd party activity or virus; and
 - (iv) any other data provided under this Agreement are not vulnerable to malicious 3rd party activity or virus.

3.2 Venue Owner shall not, unless and until notified by the British Council, remove, delete, re-image or extract any data from any server supporting CBT.

3.3 Venue Owner shall allow the British Council, the Application Provider, and/or any third party authorised by the British Council or the End Client access to the Venue and/or remote access to its CBT supporting server(s) in order to allow:

- 3.3.1 extraction of CBT Data; and/or
- 3.3.2 cleansing of CBT Data.

4 **Technology**

4.1 Venue Owner shall:

- 4.1.1 ensure the Venue can meet the minimum technical requirement as set out in Schedule 4 (Technical and Technical Support Requirements) and in Schedule 6 (Order Form);
- 4.1.2 inform the British Council of any plans to upgrade or change its systems or IT equipment as set out in Schedule 1, Clause 5.2; and
- 4.1.3 ensure the Venue's experienced technician is available on site at the Venue, and able to communicate in English with sufficient fluence to work with the Application Provider to ensure the Application Provider's software installation and testing is successful.

5 **Other Requirements**

5.1 Venue Owner shall ensure that:

- 5.1.1 the Venues are and will remain available for each Exam Sitting during the Session(s) with particular attention to ensuring that:
- (i) there are no planned Fire Drills timetabled during an Exam Sitting;
 - (ii) there is no existing and/or any new cause or action being instigated against the Venue which may prevent or impede access to the Venue; and
 - (iii) any potential change, or change, of Control taking place ahead of the relevant Exam Sitting is notified to the British Council immediately on Venue Owner becoming aware of such change;
- 5.1.2 all national and local requirements applicable to the Venue are met including those regarding insurance, fire and safety; and
- 5.1.3 no Venue will fall into insolvency, receivership or be at risk of any financial failure during the Term.
- 5.2 Venue Owner 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)

B PBT Venue Requirements

6 Facilities:

- 6.1 Venue Owner shall:
- 6.1.1 provide Venue(s) for the use of the British Council for the duration of each Session;
 - 6.1.2 provide Venue(s) which shall include four (3) separate areas: i) an area for Candidates to wait in advance of the Exam Sitting ("**Candidate Waiting Area**"); ii) an area for checking in Candidates and monitoring exams ("**Exam Administrator Area**"); and iii) a secure room in which Candidates sit the exams ("**Exam Room**"); iv) Parents waiting area that is neat and tidy ("**Parents Waiting Area**"), the Candidate Waiting Area and Exam Administrator Area may be in the Exam Room but within distinct separate areas of the same;
 - 6.1.3 provide the hall/room for Arts Exam for number of days required to maintain confidentiality;
 - 6.1.4 provide the hall/room to conduct paper-based exams in sessions – AM and PM. The venue is required from 7:00 am till 6:00 pm for all exams except EDEXCEL where the venue is required for three sessions, from 7:00 am till 9:00 pm. For IELTS, the venue is required from 8:00 am to 6:00 pm.
 - 6.1.5 provide Lab for Practical Exams to host science practical exams (Chemistry, Biology and Physics);

- 6.1.6 ensure that the Practical Lab is equipped with required equipment;
- 6.1.7 provide trained resources to support and conduct practical exams;
- 6.1.8 provide Exam Rooms set up in accordance with British Council's specifications;
- 6.1.9 ensure that the branded signage provided by the British Council is clearly identifiable for Candidates;
- 6.1.10 provide Venue(s) that is/are close to local travel facilities with disabled access to the building;
- 6.1.11 ensure a disabled toilet is clean and available within each Venue;
- 6.1.12 ensure clean and available, separate male and female toilets within each Venue;
- 6.1.13 ensure that all Venue compliance certification is appropriately displayed including Fire Safety and relevant Health & Safety;
- 6.1.14 ensure that all fire exits are clearly marked and fire extinguishers are checked and in sight within the Venue;
- 6.1.15 ensure that there are clear instructions regarding fire evacuation processes which are visible within the Venue;
- 6.1.16 provide fire detection equipment and alarms within the Venue(s);
- 6.1.17 ensure that the Exam Room has secure access for authorised Test Day Personnel and Candidates during the exam;
- 6.1.18 ensure all Exam Rooms are located away from areas of high footfall or noise, or where training is being conducted;
- 6.1.19 ensure all Exam Rooms have adequate spacing between desks or partitions to prevent cheating. The minimum distance between the edge of one desk and the edge of the next is 1.25 meters. If using partitions, these must be both high and long enough on all sides to prevent Candidates from seeing each other's work. Any such partitions must be sturdy so as not to fall over during any Exam Sitting;
- 6.1.20 provide Exam Rooms which have a controlled, comfortable temperature with air conditioning and/or heating systems as appropriate;
- 6.1.21 ensure a working digital clock (2ft x 2ft), in a highly visible location within each Exam Room;
- 6.1.22 provide desks with a suitable adjustable chair for each Candidate within each Exam Room;
- 6.1.23 provide a desk for the test administrator which will be positioned at the front of each Exam Room, facing the Candidates;
- 6.1.24 ensure that each Exam Room has adequate lighting and window coverings; and
- 6.1.25 provide to the British Council, or its authorised representatives, a completed, signed Daily Setup Checklist in the form set out in Schedule 5 (or as otherwise provided by the British Council from time to time) for each day of a Session.
- 6.1.26 provide mineral water (19 Litre with dispenser or 500ML bottle) for all candidate and staff members to be provided, as confirmed by The British Council; and

6.1.27 provide disposable cups for water

7 General Security:

7.1 Venue Owner shall:

7.1.1 provide the Exam Administrator Area which shall be a clearly defined space or room (if available), outside (or inside, but in its own designated area) of the Exam 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 Venue Owner by the British Council) and for the Test Day Personnel to carry out the registration/exam administration procedures;

7.1.2 in the Candidate Waiting Area (or area adjacent to it), 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. For the avoidance of doubt this may be outside or inside of the Exam Room and the belonging area must be covered under CCTV surveillance from all corners;

7.1.3 provide secure storage for British Council staff (including Test Day Personnel) belongings (e.g. mobile phones); and

7.1.4 ensure that each Venue is aware that the End Client (and, where applicable, its clients) may send an examination and/or security 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.

7.1.5 Provide handheld metal detectors as per the need of the examination staff.

8 Data Security

8.1 Venue Owner shall:

8.1.1 comply with its obligations under clause 9 of Schedule 1;

8.1.2 ensure that the correct system protection is in place so that any data, including any electronically transmitted PBT Data or PBT questions, provided under this Agreement are not vulnerable to malicious 3rd party activity or virus;

8.1.3 Ensure comprehensive coverage of customer journeys, routes and points, including but not limited to, such perimeters, parking lots, and storage spaces, walkways, hallways, Internal and external building spaces and other relevant zones, through the use of CCTV surveillance. These surveillance systems should ensure the capture of clear and identifiable images whenever needed. Recordings, footages, or clips should be retained for a period ranging between 60 to 90 days;

8.2 Venue Owner shall, where applicable:

8.2.1 take all reasonable steps to protect the confidentiality, integrity and availability of the Personal Data and other information processed on behalf of the British Council in connection with this Agreement, including the use of "multi factor authentication" for (super)users who log in over the internet (the "Information");

8.2.2 take all reasonable steps to protect the integrity and availability of any system it uses to process the Information and deliver the end-to-end service within its sphere of influence (including any third parties contracted as part of the process);

- 8.2.3 solicit and share with the British Council an annual independent information security assessment to provide assurance against paragraphs 3.1.3 and 3.1.4 above (This should be undertaken against a recognised framework/methodology such as SOC2, ISO27001 or COBIT. Material risks or gaps must be mitigated and confirmation of this communicated to the British Council. Where appropriate, ISO27001 or other recognised certifications (such as the Cyber Essentials Scheme) can be used as part of the evidence for paragraphs 3.1.3 and 3.1.4 above);
- 8.2.4 solicit an independent annual "Penetration Test" on all internet facing information systems from a CHECK or CREST approved organisation (The Penetration Test must follow CREST or CHECK methodologies and be categorised using the CVSS method. All High and Critical vulnerabilities must be mitigated within seven working days with all Medium vulnerabilities mitigated within 21 working days. A retest must be undertaken and results communicated to the British Council);
- 8.2.5 ensure that all personnel involved in the end-to-end process are vetted to a level of at least Baseline Personnel Security Standard (BPSS); and
- 8.2.6 also ensure its employees undertake annual information security training.

9 Other Requirements

- 9.1 Venue Owner shall ensure that:
- 9.1.1 the Venues are and will remain available for each Exam Sitting during the Session(s) with particular attention to ensuring that:
- (i) there are no planned Fire Drills timetabled during an Exam Sitting;
 - (ii) there will be no noise disturbance:
 - (A) no events making extensive use of audio equipment to take place at the Venue during an Exam Sitting; and
 - (B) no construction or renovation work to take place at the Venue during an Exam Sitting;
 - (iii) there is no existing and/or any new cause or action being instigated against the Venue which may prevent or impede access to the Venue; and
 - (iv) any potential change, or change, of Control taking place ahead of the relevant Exam Sitting is notified to the British Council immediately on Venue Owner becoming aware of such change;
- 9.1.2 all national and local requirements applicable to the Venue are met including those regarding insurance, fire and safety; and
- 9.1.3 no Venue will fall into insolvency, receivership or be at risk of any financial failure during the Term.
- 9.1.4 Provide sufficient parking for candidate and staff cars.
- 9.2 Venue Owner 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):
- 9.2.1 **ISO 9001** Quality Management (2003)
 - 9.2.2 **ISO 10002** Customer Satisfaction and Complaints Handling (2006)

- 9.2.3 **ISO 14001** Environmental Management (2006)
- 9.2.4 **ISO 27001** Information & Data Security (2008)
- 9.2.5 **ISO 23988** Use of IT in the delivery of assessments (2013)
- 9.2.6 **ISO 22301** Business Continuity (2015)

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Schedule 4

Technical and Technical Support Requirements

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 to deliver CBT. In addition, paragraph 4 below sets out the related Minimum Specification for Candidate workstation equipment that the British Council requires for the purposes of its CBTs.

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. The Application Provider highly recommends that All-in-one PC's meet the Recommended Technical Specifications.

Software licenses

All Venues 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

Monitors for exam delivery workstations must be 17" or larger

- Must allow for the following display resolution settings:
 - 1280 x 1024
 - 1024 x 768

Monitor must be connected to the computer using DVI, DisplayPort, or HDMI

Exam Delivery

In connection with the provision of the Services by the British Council (in conjunction with the Application Provider), the Minimum and Recommended Specifications applicable for administration workstations, servers and exam delivery workstations are:

Administration Workstation (Venue administrator):

Operating System	Windows 10 Professional or Enterprise (64-bit) . To have option of upgrading to windows 11.
Processor	<i>Intel:</i> i5 or higher <i>AMD:</i> Phenom II series, FX-4000 series or newer Note: CPU must have a minimum of two cores (dual-core)
RAM	16 GB of RAM or more
Hard Drive	100 GB free disk space in NTFS format
BIOS Setting	BIOS settings of all test delivery machine to be password protected with following rules: The password character length should contain minimum of 8 characters with uppercase and lowercase alphabetic characters, special and numeric characters.
US Booting	Booting from USB devices are to be disabled after all installations have been completed if carried out via USB.
Graphics Adapter	Video Adapter support for DirectX 10 or newer. 512MB dedicated Video RAM or more. All newer computers and monitors should be connected via DVI, DisplayPort, or HDMI. OpenGL 2.0 graphics driver
Display	Monitors for exam delivery workstations must be 17" or larger • Must allow for the following display resolution settings: • 1280 x 1024 • 1024 x 768 Monitor must be connected to the computer using DVI, DisplayPort, or HDMI
Mouse	2 Button Wheel Mouse External Wheel Mouse with wired connection for reliability avoiding need to check and replace battery. The mouse should be adjustable to ensure both left- and right-handed use.
Keyboard	English QWERTY Keyboard External standard full keyboard, other types of keyboards need to be approved for use. Silent keyboard is required.
Network Connection	Minimum -100-Mbps Full Duplex WIRED connection to the network switch. Recommended 1-Gbps Full Duplex WIRED connection to the network switch. Strongly Recommended: All machines with VTS Software installed should be in the same domain or workgroup, VLAN, and subnet.

	Recommended: Domain network configuration preferable to workgroup network configuration for all test delivery machines						
Internet Connection (where available)	Reliable Broadband (DSL, Cable or LAN/WAN). 15-Mbps minimum download speed and 5Mbps minimum upload speed.						
Internet Browser	Internet Explorer 11, Microsoft Edge and Google Chrome.						
Additional Software	Windows 10 requires, .NET 3.5, 4.0 4.5.2, and 4.6.2 to be enabled on the Administration/Proctor workstation to complete the installation. All workstations must have Enterprise Grade Anti-Virus software installed with a current update.						
Security Measures	<table border="1"> <tr> <td>Up-to-date antimalware</td> </tr> <tr> <td>Activated local firewall</td> </tr> <tr> <td>Local device encryption</td> </tr> <tr> <td>Updated and patched Operating Systems and Applications</td> </tr> <tr> <td>Safely kept user account and password</td> </tr> <tr> <td>Trusted and secure internet connection</td> </tr> </table>	Up-to-date antimalware	Activated local firewall	Local device encryption	Updated and patched Operating Systems and Applications	Safely kept user account and password	Trusted and secure internet connection
Up-to-date antimalware							
Activated local firewall							
Local device encryption							
Updated and patched Operating Systems and Applications							
Safely kept user account and password							
Trusted and secure internet connection							
Additional Notes	<p>The Windows account used to install the Application Provider's Exam Delivery Software must have administrative rights in order to install properly.</p> <p>The Windows account profile logged into the exam delivery workstation must have administrative rights in order to launch the 'Delivery Manager' software.</p> <p>The centre admin has to make sure that the number of devices linked to a network require additional speed for e.g if the centre has 20 candidate system & 2 admin systems for a session and no other device is connected to a network then a total of 22 MBPs would be required.</p> <p>If there are additional devices connected tablets, back office systems mobile phones then extra bandwidth will be required.</p>						

Exam Delivery Workstation (Candidate):

Operating System	<p>Windows 10 Professional (64-bit) and above</p> <p>VCS: Windows 10 professional with Build 1909 64-bit</p>
Processor	<p>Intel: i5 minimum or equivalent. Intel i7 or equivalent recommended. or higher</p> <p>AMD: Phenom II series, FX-4000 series or newer</p> <p>Note: CPU must have a minimum of two cores (dual core)</p> <p>TPM Chip for encryption required</p>

	<p>VCS: recommended <i>Intel i7</i> or equivalent higher than 2 GHz. Minimum Specification Intel i5 or equivalent higher than 2 GHz</p>
RAM	<p>8GB of RAM</p> <p>VCS: Recommended 16.0 GB 64bit. Minimum Specification 8 GB 64 bit</p>
Hard Drive	<p>100 GB free disk space in NTFS format</p> <p>Enable BitLocker to encrypt local hard drive via TPM 2.0. BitLocker is built in the windows 10 professional or above version.</p> <p>VCS: Recommended 80 GB Available Space. Minimum Specification 30 GB available space</p>
Graphics Adapter	<p>Video Adapter must support DirectX 10 or higher. Latest drivers installed.</p> <p>128MB of dedicated Video RAM.</p> <p>All exam delivery workstations must have a Graphics Adapter that supports GPU Scaling (sometimes called Maintaining Aspect Ratio). All exam delivery workstations must have the GPU Scaling feature enabled.</p> <p>All computers and monitors should be connected via DVI, DisplayPort, or HDMI. OpenGL 2.0 graphics driver</p>
Display	<p>Monitors for exam delivery workstations must be 17" or larger</p> <ul style="list-style-type: none"> • Must allow for the following display resolution settings: <ul style="list-style-type: none"> • 1280 x 1024 • 1024 x 768 <p>Monitor must be connected to the computer using DVI, DisplayPort, or HDMI</p> <p>VCS: Recommended resolution for 17" screen is 1680x 1050. For any devices higher than 17", always use the highest resolution</p> <p>Screen should be on 100% scale layout (option under screen settings for text and size)</p> <p>Display orientation should be on landscape</p> <p>Screen Size VCS: 17" inch Monitor is minimum for VCS, higher is recommended.</p> <p>If laptop is used, it is strongly recommended to connect laptop to an external monitor for a better view</p>
Mouse	<p>2 Button Wheel Mouse</p> <p>External Wheel Mouse with wired connection for reliability avoiding need to check and replace battery. The mouse should be adjustable to ensure both left- and right-handed use.</p>

Keyboard	<p>English QWERTY Keyboard</p> <p>External standard full keyboard, other types of keyboards need to be approved for use. Silent keyboard is preferred.</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>Only WIRED networks to be used. Not accessible with wifi networks. Wired internet connection to machine must be maintained throughout duration of test for regular heartbeat check.</p> <p>Strongly Recommended: All machines with VTS Software installed should be in the same domain or workgroup, VLAN, and subnet.</p> <p>Recommended: Domain network configuration preferable to workgroup network configuration for all test delivery machines.</p> <p>VCS: Required and specified bandwidth speed per connection (Standard and basic performance): 2 Mbps Buffering speed per connection (HD quality and performance): 5Mbps buffer LAN Cable connection is recommended but Wi-Fi can be used for establishing an internet connection.</p>
Internet Connection (where available)	<p>Reliable Broadband (DSL, Cable or LAN/WAN). 15-Mbps minimum download speed and 5Mbps minimum upload speed</p>
Internet Browser	<p>Internet Explorer 11 required Microsoft Edge and Google Chrome 79 or later</p> <p>Firefox 72 or later</p> <p>VCS: Google chrome & Microsoft Edge. The VCS web-version will only run on these two recommended browsers</p>
Additional Software	<p>Windows 10 requires, .NET 3.5, 4.0, 4.5.2, 4.6,.2 to be enabled on exam delivery workstation to complete the installation.</p> <p>All workstations must have Enterprise Grade Anti-Virus software installed with a current update.</p> <p>VCS: .NET Framework 4.7.1 or higher</p>
System Language	<p>English language</p>
Firewall	<p>Access over ports 80 and 443 to domains: - https://integration.connectplus.rm.com/ - https://rmcpluslivetests.blob.core.windows.net/ CW: Access to TSAs IP over ports 8080 to 8090</p>

	<p>Connect Plus must be provided access to ports 80, 443, 8080-8090</p> <p>VCS: Traffics from ports 80,443,8080-8090 is allowed</p>						
Headset	<p>External and must use wired connection for security reasons (no wi-fi / blu-tooth connections during test). The connection point can be USB or audio jack. Noise cancellation ('denoise') headphones are strongly recommended.</p> <p>VCS: External headphones, Noise-cancelling headphones with an audio bandwidth rate of 160 Kbps; including microphone; includes disposable headset cover Recommended model: Jabra Evolve 40 or equivalent VCS: Traffics from ports 80,443,8080-8090 is allowed</p>						
Licences	<p>All the networked computer equipment's Microsoft operating licences must be original and valid for the duration of any of the Sessions contracted with the venue</p>						
Window System privilege	<p>Connect Plus is installed with Windows Administrator level permissions.</p> <p>Installation is to be done by right-clicking and selecting "Run As Administrator" irrespective of the user account having windows admin permissions or not</p> <p>The Windows account used to install the Application Provider's Testing System Platform must have Administrative rights to install properly. The Windows account profile logged into the exam delivery workstation must have Administrative rights to launch the Delivery Manager software.</p>						
Connect Plus Instance on Computer	<p>There should be no existing instance of Connect Plus software on the computers prior to installation and set up for a computer delivered IELTS test. All such existing Connect Plus software linked to a different centre number should be uninstalled as two different centre numbers cannot use the same instance of Connect Plus software.</p>						
Time zone	<p>All machines need to be in local time zone and same time sync</p>						
Security Measures	<table border="1"> <tr> <td>Up-to-date antimalware</td> </tr> <tr> <td>Activated local firewall</td> </tr> <tr> <td>Local device encryption</td> </tr> <tr> <td>Updated and patched Operating Systems and Applications</td> </tr> <tr> <td>Safely kept user account and password</td> </tr> <tr> <td>Trusted and secure internet connection</td> </tr> </table>	Up-to-date antimalware	Activated local firewall	Local device encryption	Updated and patched Operating Systems and Applications	Safely kept user account and password	Trusted and secure internet connection
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Additional Notes	<p>The Windows account used to install the Application Provider's Testing System Platform must have 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> <p>The centre admin has to make sure that the number of devices linked to a network require additional speed for e.g. if the centre has 20 candidate system & 2 admin systems for a session and no other device is connected to a network then a total of 22 MBPs would be required.</p> <p>If there are additional devices connected tablets, back-office systems mobile phones then extra bandwidth will be required.</p>
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VCS Additional (Candidate):

Camera	<p>External or integrated camera, USB HD Webcam is recommended.</p> <p>Minimum framerate of H.264 for video encoding</p> <p>Minimum resolution of 720p with the ability to capture a high-quality source</p>
Help Button & Signal Receiver	<p>Candidates can press help button to call Venue Staff for help during VCS test.</p>

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.

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Schedule 5

Annual Venue Review Checklist

This Checklist, as updated from time to time, is to be completed by both parties prior to signing of the Contract. The Checklist shall then be regularly reviewed and signed by both parties, and the Venue Owner will be given reasonable time to comply with any significant changes. This Checklist refers to a temporary Venue: i.e. one that will be set up and used for British Council Computer Exams for limited periods of time (e.g. up to 4 days per week). For more permanent, exclusive British Council use of a Venue, some additional minimum requirements would apply (e.g. for staff facilities and branding). These can be provided by British Council upon request.

The requirements below represent only the minimum standards for any Venue. Wherever possible, the Venue Owner should aim to exceed these minimum requirements in order to maximise the comfort, security and safety of Candidates, Test Day Personnel and other people attending an Exam Sitting.

Any additional requirements due to applicable laws and/or guidance set by Exam Boards related to managing COVID-19 or to mitigate any other specific risk scenarios must be complied with. As these requirements are local, specific and/or dynamic in nature, British Council can advise on these for any specific location upon request.

The requirements below refer to the following 3 main functional 'areas' of a pop-up computer exams venue:

- a front of house area (Candidate Waiting Area) to meet and greet test-takers on arrival, conduct a registration check, offer secure bag drop lockers, seated waiting area and access to drinking water
- a computer test delivery room
- speaking test interview room(s) where the speaking element of some tests will be delivered

If a supplier is planning to incorporate CBT Venue within a new premises design, British Council can provide additional guidance regarding venue layout upon request

	Item Ref.	Minimum Requirements	Met (yes/no)
1. Location	1.1	Venue location must be readily accessible to Candidates and Test Day Personnel in respect of ease of travelling to/from venue (consider public transport/parking) and ease of access within a building (e.g. any need to use elevators, changes in level and any need for special building pass)	
	1.2	Venue location must not incur any significant external noise disturbance (e.g. from adjacent activities, mechanical electrical and plumbing systems, nearby construction sites, flight paths, train lines, cinemas, clubs or other activities)	

	1.3	Venue location must not incur any negative safety or reputational risk from nearby activity (e.g. in area of high crime, next to power station or near a graveyard in some cultures)	
2. Heating/ Ventilation/ Ceilings/ Lighting (all areas)	2.1	Comfortable temperature (e.g. between 18C to 25C)	
	2.2	Sufficient air changes for number of occupants	
	2.3	Ceilings minimum 2.4m high with lower beams & mechanical, electrical and plumbing allowed	
	2.4	Adequate lighting for reading and writing over extended period of time without causing eye strain	
3. Fire, Health and safety (all areas)	3.1	Venue has emergency evacuation arrangements and routes that are: clearly indicated (signage), lit, clear of obstructions, with unlocked / easy to open exit doors, and that lead to a safe external assembly point. Evidence of a regular evacuation check must be provided	
	3.2	Venue has smoke detection, fire alarm, emergency lighting in the event of a power failure, and clearly signed access to appropriate fire extinguishers / equipment	
	3.3	Floors and stairs should be even and without potholes/trip hazards etc. – stairs should be maintained with safe handrails – glazing should be intact with no broken glass. Exam furniture should be sturdy and in good condition	
	3.4	Additional General Security measures must be put in place as required by local geographic context. For example, some countries and/or buildings will have a need for security guards, special security checks or access cards and in high security locations the test venue should be no lower than the 5th Floor of the building.	
4. Accessibility (all areas)	4.1	Should be wheelchair access to/from building (including evacuation route) and each area of venue in order to take test. Should be accessible route signage from drop off to test venue	
	4.2	If under 18s are to use Venue, must ensure there is a safe supervised drop off / pick up area and no risk of under 18-year old being left unsupervised throughout test day journey	
5. Front of House	5.1	Require a desk and chair(s) for Test Day Personnel to carry out Candidate registration	
	5.2	Seating is required for Candidates waiting for Computer Exams. Minimum number sufficient to accommodate a full test delivery room scenario.	
	5.3	Secure storage lockers for Candidate bags. Minimum number sufficient to accommodate a full test delivery and interview room scenario.	

	5.4	Access to drinking water (e.g. water dispenser)	
	5.5	Within the Venue there needs to be place for the secure storage of British Council pop-up items such as branded signage.	
6. Computer Delivery Room	6.1	Exam Room must have a minimum 10 Candidate capacity (i.e. need minimum space for 12 workstations which includes one Candidate contingency and one for invigilator). No maximum limit.	
	6.2	Desk space for computers to sit on must be minimum 1m wide x 0.6m deep x 0.7m +/- high	
	6.3	Must be adequate spacing between desks or install partitions to prevent cheating. If using partitions desks can be connected together, these must have a 0.6m minimum height (from desktop) on both sides and back and preferably overhang the front of the desk. Partitions can be permanent or pop-up in design. If partitions are not used, the minimum distance between the edge of one screen and the edge of the next is 1.25 meters	
	6.4	Exam Room must have no noise or other external distractions	
7. Speaking Interview Room(s)	7.1	Minimum 1 interview room for every 10 computer delivery Candidate capacity (this allows option for a Candidate to complete all elements of a test in one day at full capacity).	
	7.2	Interview room must have space for a desk (min 1.0m wide x 0.8m deep x 0.7m +/- high) and 2 chairs (for Candidate and examiner)	
	7.3	Each interview room must have a computer with the same minimum specifications as the Candidates (see Item 15 below) connected to the internet and with a camera (see item 12.4) and microphone (see Item 12.3)	
	7.4	Interview room must have no external noise distractions	
	7.5	If Candidates are aged under 18 are to be interviewed unaccompanied, the interview room must have external visibility by test delivery staff either through a door glass panel or an appropriate glass window. Without this visibility, space for a 3 rd chair would be required for a supervisor	
8. Toilets	8.1	Toilets must be within or near venue for easy access by Candidates (e.g. if escorted from computer-delivery room during live test must minimize time lost to Candidate)	
	8.2	Toilets must have male and female toilets with sufficient capacity and disabled access	
	8.3	Toilets must be clean	

9. Power (all areas)	9.1	Sufficient power for all equipment	
	9.2	Ensure no trip hazards created by wires	
	9.3	Power to be installed and tested by a locally qualified electrician	
10. Internet Connectivity	10.1	Reliable Broadband (DSL, Cable or LAN/WAN) internet connection. 15 Mbps min download speed / 5Mbps min upload speed (www.speedtest.net). Speaking interview rooms need LAN internet connectivity	
11. Computers (see Item 15)	11.1	Provision of sufficient Candidate and administrator computers to meet stated seating capacity including need for contingency devices that meet specification from item 15. Candidate and Administrator Computers	
	11.2	Must have consistency of Candidate computers in any Venue (to mitigate risk of Candidate complaining of unfair advantage)	
12. Computer accessories (keyboards, mouse, headphones, cameras)	12.1	All Candidate computers must have an external keyboard with an English QWERTY layout with a wired connection. Any other type of keyboard must be approved first	
	12.2	All Candidate computers must have an external 2 button mouse with a wired connection (this mitigates need for battery management)	
	12.3	All Candidate and administrator computers must have headphones with high noise reduction and a wired connection. Computers in interview rooms must also have a microphone either within the headset or external to the computer	
	12.4	The computer in the speaking interview room must have a camera minimum 720P built-in to the computer or externally connected	
	12.5	Spare accessory devices must be available for immediate replacement during test delivery	
	12.6	There must be a consistency of all accessory devices used in any Venue delivery room (to mitigate test-taker perception of unfair advantage)	
13. IT In-house Security Policy	13.1	Processes must be in place to ensure test-delivery related IT equipment is set-up, checked, and cleaned prior to any test session	
	13.2	Processes must be in place to restrict access to all test delivery-related IT to approved/ accompanied personnel to guard against misuse	
	13.3	A written record of all test delivery-related IT assets must be in place along with a maintained log of any changes to the	

		software or hardware indicating what, when and who made the changes	
	13.4	Notification must be provided to British Council of any significant changes to test delivery related IT assets (software or hardware)	
14. Software and Patch Management	14.1	Every test-delivery device should undergo a software patch management process where patches can be applied in a consistent, logged and managed fashion as opposed to through automatic updates	
	14.2	Patch deployment must not happen during test day delivery	
15. Candidate and Administrator Computers	15.1 Operating System	Windows 10 Professional or Enterprise or Education Edition (64-bit)	
	15.2 Processor	<u>Test-taker:</u> Intel: i3 or higher (<u>Administrator</u> computer i5) AMD: Phenom II series, FX-4000 series or newer CPU must have a minimum of two cores (dual core) TPM Chip for encryption required	
	15.3 RAM	4GB of RAM minimum	
	15.4 Hard Drive	Minimum 50GB free disk space in NTFS format HDD encryption to be enabled e.g. Bit locker hard disk encryption enabled within Win10 operating systems or alternate disk encryption installed	
	15.5 BIOS Setting	BIOS settings of all test delivery machine to be password protected with following rules: The password character length should contain minimum of 8 characters with uppercase and lowercase alphabetic characters, special and numeric characters	
	15.6 USB Booting	Booting from USB devices are to be disabled after all installations have been completed if carried out via USB	
	15.7 Graphics Adapter	Video Adapter must support DirectX 10 or higher. Latest drivers installed. 128MB of dedicated Video RAM. All exam delivery workstations must have a Graphics Adapter that supports GPU Scaling (sometimes called Maintaining Aspect Ratio). All exam delivery workstations must have the GPU Scaling feature enabled. All computers and monitors should be connected via DVI, DisplayPort, or HDMI.	
	15.8 Display	<u>Candidate</u> monitors for exam delivery workstations must be 17" or larger Must allow for the following display resolution settings: 1280 x 1024 and 1024 x 768	

		Monitor must be connected to the computer using DVI, DisplayPort, or HDMI <u>Administrator</u> can use a laptop with a screen size of 13" or more	
	15.9 Network Connection	Minimum -100-MBps Full Duplex WIRED connection to the network switch. Recommended 1-GBps Full Duplex WIRED connection to the network switch. <ul style="list-style-type: none"> • Strong preference for dedicated VLAN for exam delivery machines • Domain network configuration preferable to workgroup network configuration for all test delivery machines. 	
	15.10 Internet Browser	Internet Explorer 11 required. Microsoft Edge and Google Chrome	
	15.11 Additional Software	Windows 10 requires, .NET 3.5, 4.0, 4.5.2, 4.6.2 to be enabled on exam delivery workstation to complete the installation. All workstations must have Enterprise Grade Anti-Virus software installed with a current update.	
	15.12 Additional Notes	The Windows account used to install the Application Provider's Testing System Platform must have Administrative rights to install properly. The Windows account profile logged into the exam delivery workstation must have Administrative rights to launch the Delivery Manager software	

Signed by the duly authorised representative of THE BRITISH COUNCIL

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

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

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

Schedule 6

Order Form

(May be replaced by the British Council with an Order Form specific to the CBT / PBT End Customer)

1. Venue location	
2. Venue size (number of rooms and seating capacity)	
3. Minimum Candidate volumes (per Exam Sitting)	
4. Hire Period & Expected Fee (if fee is known)	
5. Variations to Minimum Specification (if any)	N/A
6. Additional Requirements to Minimum Specification (if any)	N/A
7. British Council Equipment	Branding Material and Tables (if provided)
8. Public Liability Insurance Indemnity Limit (requiring completion only if different from limit set out in clause 12)	£10,000
9. Order Specific Terms	As agreed in the contract
10. Other Requirements (including specific PBT Set-Up Specifications for Venue)	As agreed in the contract
11. Any other information	Venue will be used as per final bookings shared 2 weeks before the exam day. <u>Cancellation Policy:</u> If an exam is cancelled within 10 working days from start of exam day, a cancellation fee of 10% will be applicable. If an exam is cancelled within 5 working days from start of exam day, a cancellation fee of 25% will be applicable. Any cancellation less than 5 working days, Venue Owner can charge full as per booking.

12. Applicable Fee (to be completed by Venue Owner)	
13. British Council email and postal addresses for invoices	Pkmarketplace@britishcouncil.org.pk The British Council c/o British Deputy High Commission, Shakra-e-Iran Clifton, Karachi
14. Alternative arrangements for billing (where clause 8.4 of Schedule 1 applies) ⁴	NA

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 [insert date] (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:	.....	Signature:	.....
Position:	.....	

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

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

⁴ **NOTE:** Before agreeing any alternative arrangements for billing, the British Council must discuss with the *Global Process Owner for Purchase to Pay* within the British Council Finance team.

Schedule 7

DAILY SET UP CHECKLIST

[as defined and required by the British Council to be completed and signed by the Venue Owner, or a duly authorised representative (in accordance with paragraph 1.1.22 of Schedule 3)]

This Daily Checklist must be completed by the British Council Test Day supervisor and a duly authorised representative of the Venue Owner at the start of each Exam Day, prior to the beginning of any Exams.

Supervisor Test Day checklist	Tick
All Venue compliance certification is valid and appropriately displayed or accessible including Insurance, Fire Safety and relevant Health & Safety .	
All fire exits are clearly marked and not obstructed plus fire extinguishers are in date and in sight within the Venue.	
Clear instructions are in place regarding fire evacuation processes which are visible within the Venue and designated fire marshals are trained and on site.	
Fire extinguishers and alarms are available within the Venue(s).	
All national and local Covid19 health and safety measures applicable to the Venue are met. (For clarity, this includes any cleaning requirements and signage, but excludes candidate management.)	
PBT Set Up Specifications for the Exam Day are met.	
CBT Minimum Specifications are met.	
Specified number of Candidate and Supervisor Workstations has been provided for the Exam Day	
Remote access to CBT Server is permissible should it be required.	
Provision of Exam Rooms with networked computer equipment – cabled network (not wifi).	
Provide a secure Local Area Network and secure internet connectivity.	
Ensure that the correct system protection (Enterprise anti-virus and firewall) is in place and checked.	

Anti-virus is installed and set up to run continuously.	
Admin and Candidate workstations meet the minimum Technical Specification and do not have a Touch screen. Server meets the minimum Technical specification.	
Application software installed on all exam delivery workstations has current licensing.	
All variations except British Council Equipment are in place.	
All machines with VTS Software installed remain in the same domain or workgroup, VLAN, and subnet.	
<p>Monitors for exam deliver workstations must be 17” or larger</p> <ul style="list-style-type: none"> • Must allow for the following display resolution settings: <ul style="list-style-type: none"> • 1280 x 1024 • 1024 x 768 <p>Monitor must be connected to the computer using DVI, DisplayPort, or HDMI.</p>	
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 is provided.	
Where laptops without numeric keypads are used Candidates are provided with a separate English QWERTY Keyboard with numeric keypad as well as a 2-Button Wheel Mouse.	
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.	
All Exam Rooms have a controlled, comfortable temperature with air conditioning and/or heating systems as appropriate.	
Exam Room has adequate lighting and window coverings that prevent screen glare.	
<p>Provision of Exam Administrator Area and workstation.</p> <p>A desk is available for the test administrator positioned at the front of each Exam Room, facing the Candidates.</p>	
Provision of Candidate Waiting Area.	

Provision of secure storage for Candidates' belongings.	
Separate male and female toilets are clean and available within each Venue.	
A disabled toilet is clean and available within each Venue.	

Signed by the duly authorised representative of THE BRITISH COUNCIL

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

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

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

DRAFT - Subject to contract