



# School Participation Agreement Terms and Conditions

Version 1.0 - May 2019

**By clicking "I AGREE" on the registration website you are confirming your acceptance of this agreement ("Agreement") between:**

- 1. Pamoja Education** a company incorporated in the United Kingdom, registered address at Building 9400, Oxford Business Park North, Alec Issigonis Way, Oxford, OX4 2HN ("**PJE**" the "**Supplier**")

**AND**

- 2. Your SCHOOL/GROUP of SCHOOLS**, hereafter referred to as (the "**Customer**").

**Whereas:**

- a. The Customer requires certain services to be provided by the Supplier for the benefit of a specific Customer School or Group of Schools.
- b. The Supplier is appointed under this Agreement as the provider of certain Services (defined below).
- c. The Services are set out in Schedule 1 (*Services*).
- d. The Customer agrees to uphold and comply with all clauses in this Agreement, in particular Schedule 4 (*Customer Obligations*).

**IT IS AGREED**, as follows:

## **1. DEFINITIONS**

- a. "**Academic Calendar**" is a reference to the annually published sequence of events for each Examining Body and enrolment session, found on the Supplier's [website](#) to which the Customer will follow;
- b. "**Charges**" means the charges for Services which can be found in the relevant pricelist in the [Terms and Conditions](#) section on the Supplier's website;
- c. "**Examining Body**" means the organisation who produces the final examinations for the qualification chosen and from which base the curriculum is written;
- d. "**Force Majeure Event**" means an act or event affecting the performance by a Party of its obligations hereunder, arising from events beyond its reasonable control, including but not limited to in-country denial of service, infrastructure outage, disaster, fire, flood or a terrorist attack;
- e. "**Good Industry Practice**" means, in relation to any particular circumstances, the degree of skill, diligence and operating practice which would be expected from a

reasonably skilled and experienced provider of services of a similar type to the Services;

- f. **“Group Companies”** means, in relation to the Customer – its ultimate parent company and any of its direct and indirect subsidiaries (the **“Customer Group Companies”**); in relation to the Supplier - its ultimate parent company and any direct or indirect subsidiary of such parent company, from time to time, other than a Customer Group Company;
- g. **“Personal Data”** has the meaning set out in the Regulations;
- h. **“Regulations”** means any laws, regulations (including, but not limited to, visa, licensing and permitting and data protection requirements), regulatory constraints, obligations or rules (including binding codes of conduct contained in such rules) applicable to the existence or operation of this Agreement or the provision of, and payment for, the Services from time to time;
- i. **“Schools”** means the schools operated by the Customer's Group Companies as notified by the Customer to the Supplier from time to time;
- j. **“School Services”** means the Supplier team which supports the Schools with any issues throughout the period of registration and during the period of enrolment;
- k. **“Services”** means the services, as identified in Schedule 1 (*Services*);
- l. **“Service Levels”** means the service levels for a Service, as identified in Schedule 2 (*Service Levels*); and
- m. **“Term”** means the period commencing from the date of agreement and continuing for an initial period of two years.

## 2. INTERPRETATION

- a. References to a person shall include any company, partnership or unincorporated association (whether or not having separate legal personality);
- b. References to a company shall include any company, corporation, trust, wherever incorporated;
- c. References to the **“Parties”** mean the Supplier and the Customer and their respective successors and permitted assigns. References to a **“third party”** or **“third parties”** shall not include a Group Company of the Customer or the Supplier;
- d. References to this Agreement shall include any Recitals and any Schedules.

### 3. PERFORMANCE OF SERVICES

- a. The Supplier shall provide the Services to the School/s notified by the Customer to the Supplier from time to time, for the Term.
- b. The Supplier shall provide the Services in accordance with:
  - I. The Service Levels;
  - II. Good Industry Practice;
  - III. The Regulations.
- c. The Supplier shall ensure that the Services are carried out by suitably qualified, licensed, skilled and experienced personnel, and a fully functioning online system, as applicable.
- d. The Supplier may contract with third parties for support services in designing and delivering the courses. Such support services may include but are not limited to administrative, management, technical and training services.
- e. **Compliance:**
  - I. The Supplier shall ensure that appropriate training is provided to all individuals providing the Services (or otherwise in contact with the participants or in receipt of Personal Data), in order to promote compliance with the relevant policies and regulations;
  - II. The Supplier shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data;
  - III. The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to, or destruction of Personal Data.

### 4. PRICING AND PAYMENT

- a. The Customer shall pay the Supplier the Charges (for and on behalf of itself and the relevant Customer group companies) in accordance with the provisions in the relevant pricelist in the [Terms and Conditions](#) section on the Supplier's website at the time of the request.
- b. If the Customer has not paid any invoices by their due date, the provisions of Part B of Schedule 3 (*Payment Terms*) shall apply.
- c. Failure to make full payment will ultimately result in the withdrawal of services.
- d. If the Customer wishes to dispute an invoice, the provisions of Part C of Schedule 3 (*Payment Terms*) shall apply.
- e. If the Customer's Site Based Coordinator (SBC) representative has not completed the SBC orientation course by the year one drop date OR four weeks from the

date of registration (whichever comes last), there will be a charge as listed in the relevant pricelist in the [Terms and Conditions](#) section on the Supplier's website.

## 5. TERM

- a. The Agreement will automatically renew at the end of each Term for a further period of two years (the "**Renewed Term**"), unless terminated earlier in accordance with the remainder of this clause or clause 6 (*Termination*).
- b. Prior to the commencement of the Renewed Term, the Parties shall agree the Services to be provided. Upon commencement of the Renewed Term, this Agreement shall be read and construed *mutatis mutandis* to take into account the revised scope of the services.

## 6. TERMINATION

- a. **Termination on notice;** Either Party may terminate this Agreement for convenience, or for any other reason, without court order, on six (6) months' prior written notice to the other Party.
- b. **Immediate Termination:**
  - I. **For Insolvency;** Either Party may terminate this Agreement immediately, and without court order, by written notice to the other Party if that Party: (a) becomes unable to pay its debts; (b) enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction); (c) makes an arrangement with its creditors; (d) has a receiver, administrator or administrative receiver appointed over all or any of its assets; (e) ceases or threatens to cease trading or is dissolved; (f) takes or suffers to be taken any similar action in consequence of a debt; or (g) is subject to any procedure equivalent to any of the preceding matters in any other jurisdiction.
  - II. **For Material Breach:** Either Party may terminate this Agreement immediately, and without court order, by written notice to the other Party, if that other Party commits a material breach of its obligations under this Agreement and (where the breach is capable of being remedied) that breach has not been remedied with ten (10) UK business days after receipt of notice giving full particulars of the breach and requiring the other Party to remedy it.
  - III. **Survival of Rights on Termination:** Termination or expiry of this Agreement shall not affect any rights or obligations which may have accrued prior to termination or expiry. The obligations of each Party set out in any clause intended to survive such termination or expiry, including this clause (6.b.iii) and clauses 2 (*Interpretation*), 4 (*Pricing and Payment*), 5 (*Term*), 7. (*Force Majeure*), 8 (*Confidentiality*), 9 (*Intellectual Properties*), 10 (*Other Provisions*) and 11 (*Notices*), shall continue in full force and effect notwithstanding termination or expiry of this Agreement.
  - IV. **Consequences of Termination:** Upon any termination in accordance with

this clause, the Customer may direct the Supplier as to whether, and how, provision of the Services to the Customer participants shall be phased out or terminated, provided such requests are reasonable and at no extra costs to the Supplier.

- V. **Refund of Charges:** On termination of the Agreement, unless otherwise agreed, there will be no refund of charges covering the period between termination date and expiry.

## 7. FORCE MAJEURE

- a. Neither Party shall be liable to any other for any failure to fulfil its duties hereunder if and to the extent that such failure results from a Force Majeure Event, provided that the Party unable to fulfil its duties shall:
- I. Publish on its website or give written notice to the other Party giving full details of the Force Majeure Event as soon as reasonably practicable upon becoming aware of it;
  - II. At all times continue to take steps in accordance with Good Industry Practice to resume full performance of its obligations under this Agreement; and
  - III. At all times use all reasonable endeavours to mitigate the consequences of the Force Majeure Event;
  - IV. The relief from liability provided under this clause 7 (*Force Majeure*) shall last for the duration of the Force Majeure Event only.
- b. Either Party may terminate this Agreement immediately by written notice to the other Party if the Supplier is excused under this clause from the performance of any material obligation under the Agreement for a continuous period of thirty (30) days.

## 8. CONFIDENTIALITY

- a. The Parties shall treat as strictly confidential and not disclose or use any information received or obtained in connection with this Agreement (or any agreement entered into pursuant to this Agreement), except to such Party's shareholders, advisors, or investors. Each Party shall be responsible for any breach of confidentiality by such shareholders, advisors or investors.
- I. These terms refer to written, electronic distribution or social media sites, where so ever located;
  - II. This includes the defamation of character of any party or members thereof, using any means described, including but not limited to those in clause 8.a.i.
- b. The provisions of clause 8.a shall not prohibit disclosure or use of information received or obtained in connection with this Agreement if and to the extent:
- I. Required by a regulation or the disclosure is made to a tax authority in connection with the tax affairs of the disclosing Party;
  - II. It becomes publicly available other than as a result of a breach of an obligation of confidentiality;

- III. The information is already in the possession of a Party or is independently developed by that Party; or
- IV. The other Party has given written approval to the disclosure.

## 9. INTELLECTUAL PROPERTY

- a. All intellectual property rights in the Services provided to the Customer by the Supplier shall remain the sole property of the Supplier, and the Supplier shall grant a license to the Customer to use any such intellectual property rights, solely for, and only to the extent necessary for, the provision of the Services. The Supplier represents and warrants to the Customer that it owns or has license to use all intellectual property used in connection with the Services.
- b. All intellectual property rights owned by the Customer and used by the Supplier for the Provision of the Services shall remain the sole property of the Customer, and the Customer shall grant a license to the Supplier to use any such intellectual property rights, solely for, and only to the extent necessary for, the provision of the Services and for the duration of the Term.

## 10. OTHER PROVISIONS

- a. **Sub-contractors:** The Supplier shall not sub-contract any of its rights and obligations under this Agreement or engage any other external processor to process Personal Data without the Customer's prior written consent (not to be unreasonably withheld or delayed).
- b. **Further Assurances:** Each Party shall from time to time execute such documents and perform such acts and things as the other Party may reasonably require giving full effect to the provisions of this Agreement and the transactions contemplated by it.
- c. **Whole Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject of this Agreement and (to the extent permissible by law) supersedes all prior representations or oral or written agreements between the Parties with the respect to that subject matter.
- d. **Assignment:** Neither Party shall assign, novate or otherwise transfer any of its rights or obligations under this Agreement to any person without the prior written consent of the other Party (not to be unreasonably withheld or delayed).
- e. **Third Party Rights:**
  - I. Each Customer Group Company may enforce and rely on this Agreement to the same extent as if it were the Party;
  - II. This Agreement may be terminated, and any term may be amended or waived without the consent of any person described in clause 10.e.i above.

- f. **Variation:** No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties to it.
- g. **Waiver:** No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right.
- h. **Costs:** Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

## 11. NOTICES

- a. Any notice or other communication in connection with this Agreement (each, a “**Notice**”) shall be:
  - I. In writing; and
  - II. Delivered electronically on website with notification, by hand, email, fax, or courier.
- b. A Notice to the Customer shall be sent to the address provided on the registration form at the time of initial registration.
- c. A Notice to the Supplier shall be sent to the following address, or such other address as the Supplier may notify to the Customer from time to time:

Pamoja Education Limited  
Building 9400, Alec Issigonis Way  
Oxford Business Park North  
Oxford, England  
**OX4 2HN**  
Email: [courses@pamojaeducation.com](mailto:courses@pamojaeducation.com)

- d. A Notice shall be effective upon receipt and shall be deemed to have been received:
  - I. At the time of delivery, if delivered by hand or courier; and
  - II. At the time of transmission in legible form, if delivered by email or other verified digital methods.
- e. **Invalidity:**
  - I. If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and



enforceable and gives effect to the commercial intention of the Parties.

- II. To the extent it is not possible to delete or modify the provision, in whole or in part, under clause 11 then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under clause 11, not be affected.
- f. **Counterparts:** This Agreement may be entered into in counterparts, both of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by executing any such counterpart.
- g. **Governing Law and Submission to Jurisdiction:**
- I. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales.
  - II. The Parties irrevocably agree that the courts of the United Kingdom are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient form.

## Schedule 1 - Services

### 1. Type of Services

- a. The Supplier shall provide the Customer with the following online courses at the Customer's schools:
  - I. International Baccalaureate Diploma Programme (IBDP) Pamoja Taught (PT);
  - II. IBDP School Taught (ST);
  - III. Cambridge IGCSE PT;
  - IV. Cambridge International AS and A Level PT;
  - V. Cambridge International AS and A Level ST.

### 2. Specification for Services

- a. All PT and ST online courses shall be agreed by the Parties in writing or via the online registration system.
- b. The Customer must ensure that the Supplier is notified with thirty (30) days' notice if after the drop date, any enrolled student has the intention to terminate the continuation of the course for any reason.

### 3. Measurement of Performance (PT Only)

- a. The Supplier shall monitor and report to the Customer, via the Pamoja online platform, on the attainment and progress of each student, at intervals listed in the Academic Calendar on the Supplier's [website](#).
- b. The Customer shall actively monitor and notify the Supplier of any issue or concern which may arise during the Term of the Agreement, via School Services.

### 4. Permitted changes / alterations to Services

- a. The online course provided by the Supplier shall be adapted on a regular basis in order to align with any changes made by the Examining Body from time to time. Such changes will be communicated from the Supplier to the Customer in advance of each academic year via the Supplier's [website](#).

### 5. Course Delivery

- a. The Supplier shall endeavour to deliver courses in which students have been

enrolled but reserves the right to withdraw a course if fewer than eight (8) students in total are enrolled in the course. (PT only)

- b. The Supplier may also withdraw a course in the unlikely event that:
  - I. Both the assigned teacher and substitute teacher become unavailable and a replacement teacher cannot be found (PT only); or,
  - II. Approval for the course is withheld or withdrawn by the Examination Body.

## Schedule 2 – Service Levels

The Supplier shall deliver the services to the Customer to the following Service Levels:

### 1. Teachers (PT only)

- a. The Supplier shall provide a qualified and experienced teacher for Pamoja Taught courses.
- b. The Supplier reserves the right to replace or change teachers through a course due to teacher availability.
- c. Where a teacher is replaced, the Supplier will endeavour to do so within ten (10) days, and if not possible, notify the Parties of the progress.
- d. In the case of a substitute teacher being required, the Supplier may install a temporary, suitably qualified teacher, until longer term replacement is found.

### 2. System Availability

- a. The Supplier shall provide the system through which Pamoja Taught and School Taught courses are delivered and make the system available to the Customer at a system uptime of 95%.
- b. The Supplier shall monitor the system and provide system availability information to the Customer upon request.

### 3. Customer Service

- a. The School Services function will operate between the hours of 08:00 and 17:00 UK local time, Monday to Friday excluding UK bank holidays.
- b. The Supplier will endeavour to respond to Customer queries within 48 business hours during these periods.
- c. All requests for support must be supported by as much information as required to aid the timely response of the School Services team, where further clarification is needed, the Service Level resets to the last received communication.

### 4. Documents and Reports (PT only)

- a. The Supplier shall provide the Customer with the deliverables including

documents and reports, at dates defined in the Academic Calendar, which is available on the Supplier's [website](#) and which vary from time to time.

- b. The Supplier shall not be held accountable for delays in the supply of, but not limited to, documents and reports, where external information or requests for information have not been provided, the Supplier will notify the Customer if such delays occur.

## **5. Course Review**

- a. The Supplier shall ensure that courses provided to the Customer are amended in a timely fashion to ensure they remain current to the specifications of the Examining Body.
- b. The Supplier shall ensure that the Services are delivered to meet relevant Examination Body regulations and international safeguarding standards.

## Schedule 3 – Payment Terms

### 1. Timing for payment

- a. The Customer shall be invoiced for the Services provided by the Supplier on a monthly basis, starting the second full month of the academic year, or within the first thirty (30) days following enrolment, if enrolled after the start of semester.
- b. The Customer shall ensure that invoices are paid to terms, we offer thirty (30) days credit as standard but reserve the right to extend or contract the terms by giving thirty (30) days' notice in writing. Terms run from the invoice date.
- c. Failure to make full payment will ultimately result in the withdrawal of services.

### 2. Interest

- a. The Parties agree that no interest shall be payable on any late payment of invoices by the Customer.

### 3. Disputes involving invoices

- a. The Parties agree that where there is a dispute involving either the scope or the amount of the charges set out in an invoice, the Parties endeavour to mutually settle the dispute in good faith.
- b. If Parties cannot reach agreement on the dispute within thirty (30) days from receipt of the disputed invoice, the Parties shall refer the dispute to their respective chairs or chief executive officers for resolution.
- c. If the dispute is not resolved after a further fifteen (15) days, then either Party may refer the dispute for legal proceedings, in accordance with clause 11.g (*Governing Law and Submission to Jurisdiction*).

## Schedule 4 – Customer Obligations

The Customer agrees to provide the following by the relevant dates in order for the Supplier to be able to deliver the Services:

### 1. Registration

- a. All registration deadlines are specified in the relevant pricelist in the [Terms and Conditions](#) section on the Supplier's website.
- b. Following the registration deadline and drop date, listed in relevant pricelist in the [Terms and Conditions](#) section on the Supplier's website, the Supplier will consider requests for enrolments as late starters, hereafter known as transfer students, and accept enrolments based on the conditions listed in clause 4 of this Schedule. (PT Only)
- c. Registration information shall be entered by the Customer into the Supplier's student information system ("SIS") prior to the above deadlines. Accurate student email addresses are crucial for system functionality.
- d. The Customer is responsible for ensuring that students meet any minimum entry requirements for Cambridge International AS and A Level courses as specified on the Supplier's [website](#).
- e. The Supplier reserves the right to decline the enrolment of the prospective student if, in the sole opinion of the Supplier, all current teaching sections are at maximum capacity. In such cases, no fees will be due for the prospective student. (PT only)

### 2. Site Based Coordinator ("SBC")

- a. The SBC is the Customer's primary point of contact within the School for the Services and is appointed by the School.
- b. The Customer is required to provide contact details for the SBC when the Customer registers the School on the SIS and is required to keep the information up to date for the duration of the Term.
- c. Completion of SBC training and orientation is mandatory as part of the contractual commitment and under clause 4.e of main contract, the School will be required to pay a charge for non-completion.
- d. The SBC is the required to meet the obligations as specified within the SBC training and orientation.

- e. The cost of training two (2) SBCs is included in the fees.
- f. A second SBC is strongly recommended if the School has more than ten (10) enrolments.
- g. The Supplier, at its sole discretion, may require the Customer to train additional SBCs if the School has more than fifteen (15) enrolments.
- h. The Supplier reserves the right to request a replacement SBC if the SBC has not met the training requirements as outlined in the Supplier's SBC training and orientation course, and/or the SBC is unresponsive to the Supplier.
- i. The Customer is responsible for timetabling SBC/Student contact conditions to ensure sufficient support, as appropriate.

### **3. Expectation of Students**

- a. Prior to the start of the course, students are required to have completed their online orientation course.
- b. As specified in the Engagement Policy located in the Supplier's online help centre, students are required to participate actively and regularly in their course(s).
- c. Students who are in breach of the Engagement Policy will have their enrolment status reviewed by the Supplier in consultation with the School's SBC and other senior School team members as necessary (PT only).
- d. The Supplier reserves the right to exclude students (without refund of their fees) who do not uphold the Supplier's Code of Conduct (which is located in the Supplier's online help centre) for:
  - I. Continued unexcused absence in breach of the Engagement Policy and/or;
  - II. Unethical behaviour (including academic malpractice); and/or
  - III. Immoral behaviour; and/or
  - IV. Improper use or abuse of social media, online forums or electronic distribution methods, which defames or brings into disrepute the Supplier or School, or breaches the Supplier's Safeguarding Policy, (which is located in the Supplier's online help centre).
- e. Students are required to participate in surveys at regular intervals throughout their course(s).

### **4. Transfer Students (PT only)**

Conditions for successful student transfers into a course include, but are not limited to, the following criteria:



- a. The Customer and students are expected to fulfil the responsibilities associated with standard student enrolment in the Supplier's courses, including registration on the SIS.
- b. Students must be willing to undertake a standard diagnostic assessment, provide prior work, and complete additional work, if required, to ensure they cover outstanding course material, including the Supplier's transfer student orientation course.
- c. The Supplier will endeavour to communicate with the Customer as early as possible, and prior to enrolment, to make all necessary academic and non-academic arrangements for the student's successful transfer.
- d. The Supplier will negotiate and agree with the Customer as early as possible, and prior to enrolment, to ensure the conditions for success are in place, allowing the student to complete the course successfully.
- e. In exceptional late transfer situations, the Customer must endeavour to provide adequate support for the students to ensure that they have covered or can cover outstanding topics in the time before their transfer.
- f. The Supplier reserves the right to decline the enrolment of the prospective transfer student if, in the sole opinion of the Supplier, the prospective transfer student does not have a reasonable likelihood of successfully completing the course. In such cases, no fees will be due for the prospective transfer student.
- g. The Supplier reserves the right to decline the enrolment of the prospective transfer student if, in the sole opinion of the Supplier, all current teaching sections are at maximum capacity. In such cases, no fees will be due for the prospective transfer student.
- h. Fees for transfer students are specified in the relevant pricelist in the [Terms and Conditions](#) section on the Supplier's website.

## **5. Minimum Participation Requirements**

- a. The Customer shall provide a Teacher of record for School Taught (ST) courses. (ST only)
- b. The Customer is responsible for timetabling Student/Teacher contact conditions to ensure sufficient support as appropriate.
- c. The Supplier reserves the right to list or publish the Customer's name on the Supplier's website.
- d. The Supplier reserves the right to survey students and participating Customer staff regarding their experience with the online course and reserves the right to use that

data, subject to the applicable Data Protection laws and the Customer's Data Protection Policy.

- e. The Supplier requires students to agree to and comply with conditions of enrolment including, but not limited to the following: Student Code of Conduct, Data Privacy, Parental Permissions for students under the age of 18, and any other relevant policies defined or determined during the course(s).
- f. The Customer commits to ensure that all participating students have internet connectivity and access to computers that meet the technology requirements specified on the Supplier [website](#) to support participating students.
- g. The Customer will take the responsibility for timetabling Teacher/Student contact conditions to ensure sufficient support, as appropriate.
- h. The Customer will ensure that all students have any specific materials or equipment as required for the course as specified on the Supplier's [website](#).
- i. The Customer will ensure that the Supplier's Academic Calendar is followed to ensure that the alignment of units with the curriculum is clear and functionally practical for both Parties. (PT only)

## **6. Specific International Baccalaureate (IB) responsibilities**

*This section is only for Schools who register students on to courses delivered under the IB as the Examining Body*

- a. The Customer must register the student(s) for external assessments with the IB in accordance with standard IB procedures.
- b. The Customer must select the Online option when making the examination registrations in IBIS. Failure to do so by the deadline prescribed in the relevant pricelist in the [Terms and Conditions](#) section on the Supplier's website, will incur an additional fee. (PT only)
- c. The Supplier will ensure that predicted grades are entered accurately into the IBIS system when needed to support the students' progress on the online course(s). (PT only)
- d. The Student (where over 18) or student's parent/guardian (where the student is under 18) will be asked to give the Supplier permission to receive specific assessment data from the IB. This data will be used to undertake a comparative analysis of student results in online courses against published IB average outcomes.

## **7. Specific Cambridge Assessment International Education responsibilities**

*This section is only for Schools who register students on to courses delivered under Cambridge Assessment International Education as the Examining Body*

- a. The Customer is responsible for entering the student into Cambridge Assessment International Education examinations for the course, supplying a Cambridge Assessment International Education approved exam centre where the student will sit the examinations and for paying all related entry fees to Cambridge Assessment International Education.
- b. The Supplier will provide the Customer with forecasted grades for each student on a registered Cambridge Assessment International Education course, no later than seven (7) days before the Cambridge Assessment International Education forecasted grade entry deadline. It is the Customer's responsibility to provide these forecasted grades to Cambridge Assessment International Education. (PT only)
- c. The Customer will provide the Supplier with exam result data for each student registered on a Cambridge Assessment International Education course undertaken with the Supplier. This data will be used to undertake comparative analysis of student results.