

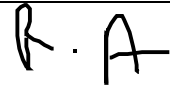
LanguageCert Online/SELT Examinations Partner Application Form and Agreement

Section 1 of 3: Contracting Parties Details

PeopleCert organisation name ("PeopleCert")	PeopleCert International Limited			
Registration number	160322			
Registered address	Address	40 Themistocles Dervi Street	Postcode	1066
	City	Nicosia	Country	Cyprus
Applying Organisation Details				
Organisation name	ÉCOLE FRANÇAISE DE FORMATION			
Registration number	908 361 181 00013	VAT number	FR 87 908361181	
Registered address	Address	60 RUE FRANCOIS 1ER	Postcode	75008
	City	PARIS	Country	FRANCE
Postal address (if different)	Address		Postcode	
	City		Country	
Billing address (if different)	Address		Postcode	
	City		Country	
Website	www.ecole-francaise-formation.fr			
Email address	contact@ecole-francaise-formation.fr	Phone	0186982811	
Type of organisation	Training Organisation	<i>Please specify:</i> Organise de formation		
Candidates will be funded	Through other means	<i>Please specify:</i> by our training org		
Countries/ regions where you operate	france	Estimated number of candidates per year	Please choose	

Partner Agreement

By signing this Languagecert Online /SELT Examinations Partner Application Form and Agreement ("Agreement"), I confirm and agree that I am authorised by the applying organisation ("Partner") to supply the information given and, at the date of signing, the information provided by the Partner in this Agreement is true and accurate to the best of my knowledge. Partner will promptly inform PeopleCert of any changes to that information. Personal data will be processed under this Agreement in accordance with the [PeopleCert Privacy Policy](#).

Applying Organisation's Authorised Representative	reuvén amar	Signature	
Position	ceo	Date	3 march 2022
If applying organisation is affiliated with an approved LanguageCert Test Centre, Test Centre must also sign below as a Party to this Agreement			
Test Centre name		Partner ID	
Test Centre's Authorised Representative		Signature	
Position		Date	

PeopleCert Review / Application & Agreement Approval

<input checked="" type="checkbox"/> The Application and Agreement is complete and approved	Partner ID	6735
PeopleCert's authorised representative	Nick Horvers	Signature
Position	Executive Director	Date
		08/03/2022

Section 2 of 3: Qualification, Roles, Contact and Invoicing details	
Language Qualifications applying for	
Qualifications applicable for LanguageCert Online Examinations Partner	
English <input checked="" type="checkbox"/>	LanguageCert International ESOL
	LanguageCert Test of English (LTE)
Spanish <input type="checkbox"/>	LanguageCert USAL esPro
Classical Greek <input type="checkbox"/>	LanguageCert Test of Classical Greek (LTCG)
Qualifications applicable for LanguageCert SELT Examinations Partner	
English <input type="checkbox"/>	LanguageCert International ESOL SELT

Role(s) applying for	
<input checked="" type="checkbox"/> LanguageCert Online Examinations Partner	An organisation approved to sell and manage examination vouchers for Language qualifications.
<input type="checkbox"/> LanguageCert SELT Examinations Partner	An organisation approved to sell and manage examination vouchers for LanguageCert International ESOL SELT.

Please submit the following with your application:	
<input checked="" type="checkbox"/> Incorporation and Good Standing Certificate, reflecting your company registration details, or any other document proving that your organisation is an active legal entity (an official translation in English is required, if the original document is in a language other than Arabic, Chinese, French, German, Greek, Italian, Polish, Portuguese, Russian, Spanish or Turkish).	
<input type="checkbox"/> Corporate profile and marketing material (if any) for the products applying for. If this available online, please provide the link:	

Please provide the information below:	
Which other Awarding Organisation(s) have approved your Organisation and for which qualifications?	CLOE IN PROCESS
Has your Organisation been refused approval by another Awarding Organisation within the last 18 months?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there any sanctions/restrictions imposed on your Organisation by another Awarding Organisation within the last 18 months?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
In case the applying organisation will be affiliated with an approved LanguageCert Test Centre, shall the Online/ SELT Examination Partner be able to order examination vouchers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Contact Details				
Authorised Representative	Title	<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input checked="" type="checkbox"/> Mr <input type="checkbox"/> Other	Position	ceo
	First Name	reuvén	Last Name	amar
	Email	contact@ecole-francaise-formation.fr	Phone/mobile	
Main point of contact (if different)	Title	<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other	Position	
	First Name		Last Name	
	Email		Phone/mobile	
Accounting contact (if different)	Title	<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input type="checkbox"/> Mr <input type="checkbox"/> Other	Position	
	First Name		Last Name	
	Email		Phone/mobile	

Invoicing & VAT status					
Invoicing currency	<input checked="" type="checkbox"/> EUR	<input type="checkbox"/> USD	<input type="checkbox"/> GBP	<input type="checkbox"/> JPY	<input type="checkbox"/> AUD
VAT status confirmation					
PeopleCert is required to charge and account for VAT unless there is an applicable VAT exemption. It is the responsibility of the approved organisation to confirm the status of their supplies and notify PeopleCert in writing, of any changes to its VAT status that may affect the VAT treatment applied by PeopleCert to its supplies.					
For EU-based organisations					
<input checked="" type="checkbox"/> We are an EU-based entity purchasing PeopleCert services in the course of our business. We are pleased to provide evidence of our business status in the form of our VAT registration number, or other documentation.					
For UK-based organisations					
<input type="checkbox"/> We are a UK-based entity and are an eligible body or entity providing VAT-exempt vocational training. To assist your understanding of these matters, please see the full explanation and clarification of these terms by following the link .					

Section 3 of 3: LanguageCert Online / SELT Examinations Partner Terms and Conditions

- 1) Definitions and Interpretation
 - a) Capitalised words have the meanings given in this Agreement, except as the context otherwise requires.
 - b) "Effective Date" means the date that this Agreement is signed by the last of the Parties.
 - c) "IPR" means all copyrights, trade and service marks, domain names, rights in goodwill, unfair competition rights, rights in designs, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights.
 - d) "Party" means PeopleCert or Online Examinations Partner or LanguageCert SELT Examinations Partner or LanguageCert Test Centre with which an Online/ SELT Examinations Partner is affiliated, and "Parties" includes each Party.
 - e) "Price Lists" means price lists for the Products provided by PeopleCert to Partner from time to time. In case of an Online/ SELT Examinations Partner being affiliated with a LanguageCert Test Centre, it is the LanguageCert Test Centre that will be invoiced for the vouchers ordered.
 - f) "Procedures" has the meaning specified in clause 2.c.
 - g) "Products" means items that are checked in the "Language Qualifications applying for" section above, as approved by PeopleCert.
 - h) "Related Party" means, with respect to an entity, another entity controlled by, controlling, or under common control with the first entity.
 - i) "Roles" means roles checked in the "Roles applying for" section above, as approved by PeopleCert.
 - j) References to clauses are to clauses of these Partner Terms and Conditions, except as otherwise indicated. Clause headings shall not affect interpretation.
- 2) Scope of Agreement
 - a) PeopleCert appoints Partner to cooperate in delivery of the Products under the terms of this Agreement.
 - b) The Procedures and the Price Lists constitute integral parts of this Agreement.
 - c) The Procedures specify details of the cooperation between the Parties (including requirements regarding approval/accreditation, core guidance, examination procedures, data management, reporting and other matters) and are set out in:
 - i. operation manuals and scheme brochures issued by PeopleCert, which are available in the Partners' Area of the PeopleCert website (www.peoplecert.org), and
 - ii. Product-specific procedures and brochures issued by the owner of the IPR in a Product (PeopleCert or a third party) and identified by PeopleCert to Partner as applicable to the Product.
 - d) Partner accepts that the Procedures form an integral part of the Agreement and may be amended at any time by PeopleCert or a Product owner without advance notification. Partner may terminate the Agreement as provided in clause 8.b if it does not accept amended Procedures.
 - e) Fees and payment terms are set forth in the Price Lists, including service-based fees, annual fees and other fees. Each Price List is subject to change as specified in the Price List. The Partner will be charged the annual fees as defined in the Price Lists, unless PeopleCert waives its right to charge them. The Partner may terminate this Agreement as provided in clause 8, before the annual fees are charged.
- 3) Quality of Service
 - a) The Parties shall deliver the Products in accordance with best practices in the testing and certification industry.
 - b) The Partner shall operate according to the Quality Management System ("QMS") which has been approved by PeopleCert. Partner will not use a significantly amended or revised QMS unless it has been reviewed and approved by PeopleCert.
- 4) LanguageCert Online/SELT Examinations Partner Role
 - a) For Products covered by this Agreement, LanguageCert Online/SELT Examinations Partner shall provide and manage examination vouchers.
 - b) LanguageCert Online/SELT Examinations Partner shall not be permitted to perform other activities on behalf of PeopleCert, including but not limited to activities directly related to delivery of examinations or certifications, except as agreed by PeopleCert in writing.
 - c) If Partner registers a candidate for an examination on PeopleCert systems, Partner shall (i) first ensure that the candidate has explicitly accepted the PeopleCert Terms and Conditions and Privacy Policy (available on the PeopleCert website) and (ii) follow all other requirements for candidate registration in the Procedures.
- 5) Intellectual Property
 - a) For the term of this Agreement, PeopleCert grants Partner a non-exclusive, non-transferable license to use the IPR in the examination, core guidance and other materials provided by PeopleCert under this Agreement (collectively the "Licensed Materials") for the performance of this Agreement. Except as explicitly provided in this Agreement, Partner shall acquire no rights in the Licensed Materials and shall not be permitted to sub-license, assign or otherwise transfer the rights granted by PeopleCert in clause 5.a.
 - b) Partner shall use the latest versions of the Licensed Materials in accordance with the Procedures as they are amended from time to time.
 - c) Partner is allowed to use the PeopleCert IPR, including logos and marks for the Products and Roles, in accordance with the IPR guidelines in the Procedures.
 - d) Partner shall safeguard the Licensed Materials from unauthorised and/or improper use by Partner, its Related Parties and third parties.
 - e) PeopleCert represents and warrants that it owns all IPR and other rights necessary to grant the licence in clause 5.a.
 - f) Partner acknowledges that no IPR, goodwill or other rights in the Products and/or the Licensed Material shall vest in the Partner as a result of its use of the Products in accordance with this Agreement.
- 6) Confidentiality
 - a) Partner shall safeguard examinations and other non-public materials provided by PeopleCert in accordance with best practices for operational and technical security measures (including those specified in the Procedures) and shall not disclose any such materials except as explicitly permitted by this Agreement.
 - b) The confidentiality obligations of clause 6.a shall not apply (i) to information that is in the public domain other than through breach of confidentiality by a Party or (ii) to the extent disclosure is required by law.
- 7) Compliance with Law; Data Protection; Ethical Conduct
 - a) Each Party shall comply with all applicable laws and regulations in its performance of this Agreement.
 - b) Data Protection.
 - i. Each Party shall comply with applicable data protection law with respect to information regarding identifiable living individuals ("Personal Data"), including the EU General Data Protection Regulation ("GDPR"), national laws implementing GDPR, and the decisions of data protection authorities.
 - ii. Except as provided in clause 7.b.iii, each Party shall be an independent data controller (as defined in GDPR) with respect to the processing (as defined in GDPR) of Personal Data under this Agreement.
 - iii. With respect to Personal Data for which PeopleCert (or a test owner providing content for a Product) is the data controller, and

it is agreed in writing that the another Party is a data processor (as defined in GDPR), the Parties shall comply with the PeopleCert GDPR Processor Procedures (which are part of the Procedures).

- c) The Parties shall comply with the PeopleCert Code of Ethical Conduct (which is part of the Procedures), and with all applicable law on the prevention of bribery and corruption.

8) Term and Termination

- a) Unless terminated in accordance with this clause 8, this Agreement shall remain in force effect for two years from the Effective Date, and thereafter will automatically extend for additional periods of two years each.
- b) A Party may terminate the Agreement at any time (i) in its entirety or (ii) with respect to some but not all Products and/or Roles, by providing 30 days advance written notice to the other Party.
- c) PeopleCert may terminate this Agreement with respect to a Product by written notice with immediate effect upon termination or expiry of any license agreement between PeopleCert and a third party providing IPR for such Product.
- d) A Party may terminate this Agreement by written notice with immediate effect in the event that the other Party (i) becomes insolvent, ceases to carry on business, or threatens to do so or (ii) materially breaches any provision of this Agreement and fails to cure such breach (if capable of cure) within 10 days of written notice to do so.
- e) PeopleCert may terminate this Agreement by written notice with immediate effect in the event that Partner (i) undergoes a change of control without prior written consent of PeopleCert (such consent not to be unreasonably withheld or delayed) or (ii) challenges the validity of IPR of the Licensed Materials.
- f) Without prejudice to PeopleCert's termination rights under this clause 8, if Partner fails to comply with this Agreement (including the Procedures) in any material respect or any information provided by Partner to PeopleCert is found to be materially inaccurate, PeopleCert may by written notice suspend the right of Partner to provide Products until such failure or inaccuracy is cured.

9) Effect of Termination

- a) Termination or expiry of the Agreement shall be without prejudice to existing rights and/or claims at the time of termination or expiry, including the obligations of Partner to pay all amounts due to PeopleCert for services provided before termination or expiry.
- b) Following termination or expiry of the Agreement with respect to any or all Products and/or Roles:
 - i. Partner shall immediately cease to provide those Products and/or Roles and shall not act in any way which may indicate that Partner is still associated with PeopleCert for those Products and/or Roles;
 - ii. no later than one week from the date of termination or expiry, remove or obliterate the Licensed Materials and any IPR for the Product from any items delivered by Partner to third parties.
- c) Partner shall, on request, provide evidence to the reasonable satisfaction of PeopleCert that it has fully discharged its duties under clause 9.b.
- d) Clauses shall survive termination or expiry to the extent that they provide obligations of a continuing nature.

10) Limitation of Liability; Indemnity

- a) No Party shall be liable under this Agreement for any indirect or consequential damages, including but not limited to loss of business, revenue or profits, except that this limitation shall not apply to conduct of Partner in violation of clauses 5.c or 5.d.
- b) PeopleCert makes no warranty as to the quality of Products or its services other than as explicitly set out in this Agreement.
- c) The maximum liability of a Party under this Agreement shall be limited to the amount paid under this Agreement during the previous 12 months. This limitation shall not apply to amounts due under Price Lists, or to the indemnities of clauses 10.d and 10.e.
- d) Partner hereby indemnifies PeopleCert for any cost, claims or expenses resulting from the breach of this Agreement by Partner or from fraudulent, negligent or intentional misconduct by Partner with respect to the matters covered by this Agreement.
- e) PeopleCert hereby indemnifies Partner for any cost, claims or expenses resulting from breach of the representation and warranty of clause 5.e.

11) Force Majeure

No Party shall be liable for a failure to perform its obligations hereunder to the extent the failure is due to an impediment that (a) is beyond its control, (b) it could not reasonably be expected to have taken into account at the time of the conclusion of this Agreement and (c) it could not have reasonably avoided or overcome. Inability to perform due to circumstances associated with the Covid-19 pandemic are within the scope of this clause, notwithstanding clause 11(b) but subject to clause 11(c). The exemption provided by this clause has effect for the period during which the impediment exists. The Party that fails to perform shall give notice as soon as possible to the other Party(ies) of the impediment and its effect on its ability to perform and shall resume performance as soon as the impediment is removed.

12) Notices and Communications

- a) Any notice under clause 8 of this Agreement shall be in writing and given by post, hand delivery or courier delivery to a Party.
- b) Other notices and communications under this agreement may be made by any form of written or electronic communications (including email and communications via PeopleCert's electronic systems) that is permitted by applicable law.
- c) Physical written notices shall be given at the address for a Party specified at the beginning of this Agreement, or such other address as is notified by a Party from time to time. Electronic notices and communications shall be made to an email or other address explicitly communicated by a Party for receiving communications under this Agreement (including PeopleCert's electronic systems). All notices shall be effective upon delivery.

13) Assignment

No Party may assign the rights or obligations of this Agreement without the written consent of the other Party(ies), except that:

- a) PeopleCert may with notice to Partner assign this Agreement in whole or in part to (a) a Related Party or (b) a successor entity or purchaser of its business; and
- b) The Partner may with notice to PeopleCert (i) assign rights under this Agreement to a Related Party and/or (ii) authorise a Related Party to comply with obligations under this Agreement on behalf of the Partner (provided that Partner shall remain liable for any non-compliance by the Related Party), and the Partner shall be deemed to have provided such notice with respect to Related Parties identified in the Partner's electronic account with PeopleCert.

14) Waiver and Severability

Failure of a Party to insist on performance of a provision of this Agreement shall not constitute a waiver of that provision. In the event of invalidity of a clause of this Agreement, that and other clauses shall be enforced and construed to the extent possible in a manner to give the Agreement its intended effect.

15) No Partnership

Except as explicitly stated, nothing in this Agreement shall be deemed to establish a legal relationship of partnership, joint venture, or principal and agent between the Parties.

16) Amendment

This Agreement may be amended only in writing as agreed by the Parties. The Products and Roles covered by this Agreement may change through signature of a new agreement, or as otherwise specified in the Procedures.

17) Entire Agreement; Third Party Rights

- a) This Agreement sets out the entire agreement of the Parties with respect to its subject matter. Except in the case of fraud, the Parties disclaim any reliance on any previous agreement, written or oral, with respect to such subject matter.
- b) Except as explicitly provided in this Agreement, all previous agreements between PeopleCert and Partner shall terminate on the Effective Date of the Agreement. Products covered by an agreement terminated by this clause shall be covered by this Agreement to the extent provided in clause 17.c.
- c) This Agreement applies to any Products for which Partner has been approved by PeopleCert and the approval remains valid, even if those Products are not selected in the application form in this Agreement.
- d) No person or entity other than a Party shall be entitled to enforce this Agreement.

18) Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

19) Dispute Resolution

In respect of any dispute, controversy or claim arising out of or in connection with this Agreement which cannot be amicably settled between the parties, the courts of England shall have exclusive jurisdiction over its resolution. The Parties consent to such jurisdiction.