

Trinity College London

and

Vimala College (Autonomous), Thrissur, Kerala, India

(Centre Name)

Registered Exam Centre Number: 69320

REGISTERED EXAM CENTRE AGREEMENT

THIS AGREEMENT is made BETWEEN:

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

(2) **Name of organisation** (as it appears on official company documentation):

Vimala College (Autonomous), Thrissur, Kerala, India

Company/Charity/Tax registration number (if applicable):

Nil

Full address of registered office:

Street/Square: Ramavarmapuram Road

Thrissur

Post Code: Kerala-680009

Town: Thrissur

County/Province: India

Country: India

Trinity College London Centre Registration number: 69320

(**'you', 'your', 'your centre'**).

BACKGROUND

Trinity is a leading international awarding organisation providing regulated qualifications in the English language and in a range of disciplines in the performing arts. You wish to become a Registered Exam Centre and host Trinity exams.

1. APPOINTMENT AS A REGISTERED EXAM CENTRE

1.1 We appoint you as a registered exam centre for the duration of this Agreement for the following Trinity exam(s):

GESE

1.2 Subject to any variations to this Agreement made pursuant to clause 10.2, your centre is only registered for the above exams (**'the Trinity exams'**). You can apply to register for additional subject areas in accordance with our application procedure.

1.3 Your centre registration is valid for the duration of this Agreement in respect of the approved venue(s) stated in schedule 1. You may host Trinity exams at additional venues, subject to our prior written approval in accordance with our venue application procedure.

1.4 You will perform your responsibilities under this Agreement (including those set out at Schedule 1) to the highest standards of customer care and best academic practice and in accordance with:

- (i) Trinity's policies on its website or notified to you from time to time, including its Conflict of Interest Policy, Data Protection Policy, Modern Slavery Policy and Malpractice Policy;
- (ii) Trinity's Exam specifications, regulations and operational procedures, as set out in its handbook and best practice guides for the relevant exams; and
- (iii) all applicable laws and regulations.

- 1.5 Unless otherwise agreed with us in advance, you agree to use Trinity's online platform and systems for the administration of the exams.
- 1.6 You must inform us promptly of any material changes to information that you have supplied to us, including your details, exam venue locations and key contacts.

2. EXAM BOOKING TERMS AND CONDITIONS

- 2.1 Subject to the booking conditions set out in this clause, we will assess candidates enrolled by you onto Trinity exams, notify you of their results and issue exam certificates for the successful candidates.
- 2.2 To assist with planning, centres are requested to provide candidature forecasts in advance of all exams taking place.
- 2.3 We publish our exam fees periodically. You will collect and pay exam fees to Trinity on behalf of candidates.
- 2.4 You will be entitled to a 5 % administrative fee (inclusive of any VAT or other applicable sales tax) over the aggregate Fees payable to Trinity.
- 2.5 Your booking will be secured once we have confirmed that the exam may go ahead and you have paid in full all of the applicable fees due to us prior to the exam closing date and (unless agreed with us in advance or required under tax law) without any set-off, discount, counter-claim, deduction or withholding.
- 2.6 Any booking requiring an examiner visit will be subject to a minimum booking fee and any booking requested after the exam closing date will incur a late exam booking fee.
- 2.7 You agree that Trinity may, in its sole discretion, cancel examiner visits for reasons of Force Majeure or a perceived threat to examiner or candidate safety.

3. CONFIDENTIALITY, SECURITY AND DATA MANAGEMENT

- 3.1 You agree that you are a co-controller with Trinity of Stakeholders' Personal Data under Data Protection Laws. Each of the parties will ensure that it complies with the applicable Data Protection Laws and the provisions of the Data Transfer Agreement set out under Schedule 3 at all times during the term of this Agreement.
- 3.2 Each party agrees to provide the other with such reasonable cooperation and assistance as is necessary to enable the other to comply with its obligations as a co-controller in respect of Stakeholders' Personal Data, including to enable the other to comply with Stakeholders' subject access requests, complaints and appeals.
- 3.3 You will ensure that Stakeholders' Personal Data is accurate and kept up-to-date.
- 3.4 Trinity will process Stakeholders' Personal Data for exams, moderation, marketing, training, research and statistical purposes. You must inform Stakeholders that their Personal Data will be transferred to Trinity to be processed for these purposes.
- 3.5 You will not transfer any Stakeholders' Personal Data unless the transfer complies with Data Protection Laws. You must seek consent where necessary in order to transfer Stakeholders' Personal Data in countries where local data protection laws are deemed by the European Community to offer inadequate protection to individuals.
- 3.6 You will implement appropriate technical and organisational measures to protect Personal Data against a Data Security Breach. You will also comply with our security requirements applicable to the administration and hosting of our exams, including for the storage of Trinity exam materials and the verification of candidates' identity.
- 3.7 Each party will notify the other immediately and within at least 72 hours in the event of a Data Security Breach and provide the other with such reasonable assistance as is necessary to facilitate the handling of such Data Security Breach in an expeditious and compliant manner.
- 3.8 You will keep our Confidential Information secret and secure, except when you are required to disclose such information to the court or other authority.
- 3.9 You will take all reasonable steps (at our cost) to assist with requests for information and/or documents required by us to audit your compliance with this Agreement, including payments. You will keep such records for so long as this Agreement remains in force and for 24 months thereafter.

4. USE OF TRINITY INTELLECTUAL PROPERTY

- 4.1 Trinity hereby grants to you, for so long as this Agreement remains in force, a royalty-free, non-exclusive, non-transferable, non-sublicensable right to use your Registered Exam Centre Logo (the logo issued by Trinity and made up of a combination of a Trinity mark and your centre's allocated registration number) and any such other

Trinity marks that designate your Trinity exams. You must ensure that all materials produced by you in connection with the Trinity exams comply with Trinity's brand guidelines and any limitations or restrictions issued by us from time to time.

- 4.2 Your Registered Exam Centre Logo and certificate of registration are the only valid proofs of your centre registration by Trinity. You must not misrepresent the nature of your Registered Exam Centre status to others and, in particular, you must not suggest in any way that your centre is owned or controlled by Trinity or that it has been accredited, validated or franchised by Trinity.
- 4.3 You confirm that you hereby assign to Trinity the intellectual property created by you in connection with your provision of the Exam Services.
- 4.4 You will not use or seek to register any mark, design, business name or domain name comprising or being confusingly similar to any Trinity Intellectual Property, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with Trinity, or interfere with the registration or validity of Trinity's Intellectual Property.
- 4.5 For the avoidance of doubt, a breach of any of the provisions of this clause 4 will be considered a material breach of this Agreement.

5. SPECIAL CONDITIONS

- 5.1 You will ensure that you will only register candidates for a Trinity exam whom you reasonably expect to complete their chosen qualification.
- 5.2 Trinity is a regulated awarding organisation. To this end, you agree to take all necessary steps to ensure compliance by Trinity with the requirements of its regulators, including Ofqual's General Conditions of Recognition, such as by complying with any reasonable written instruction issued by Trinity for such purpose and/or assisting a regulator with any investigations made for the purpose of performing its functions.
- 5.3 You agree and undertake that:
 - (i) you will make available sufficient, appropriately qualified staff and managerial and other resources for the effective and efficient delivery of the Trinity exams;
 - (ii) where you engage anyone to assist you with hosting the Trinity exams, you will ensure that they have the appropriate capacity and capability to fulfil their role and are contracted (as far as applicable) on the same terms and conditions as set out in this Agreement;
 - (iii) you will not discriminate against any person under any applicable law on equalities;
 - (iv) you will be solely responsible for ensuring that you comply with all applicable laws and legal requirements relating to your tax affairs (including registration and payment); and
 - (v) you will not, and will procure that none of your personnel, agents or subcontractors commit any offence under Trinity's Anti-Bribery Policy. A breach of this provision will be deemed a material breach, which is irremediable, under clause 8.3(i).

6. RISK AND INSURANCE

- 6.1 You must take all reasonable steps to identify the risk of any incident which could harm or prejudice candidates and take steps to prevent and mitigate it as far as reasonably possible.
- 6.2 You must notify us as soon as possible of any incident or risk of any incident which might result in your non-compliance with Trinity's rules and regulations, including its exam security requirements.
- 6.3 For the duration of this Agreement and for one year thereafter, you will maintain full and comprehensive insurance at a level sufficient to cover any potential risks arising from your provision of Exam Services and will produce proof of valid insurance on request.

7. LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 Nothing in this Agreement will limit or exclude any liability:
 - (i) by either party for death or personal injury, damage to property caused by its negligence, or the negligence of its personnel, agents or subcontractors, fraud or fraudulent misrepresentation or any liability that cannot be excluded or limited under English law; and
 - (ii) the indemnities given under clause 7.3.
- 7.2 Except in the circumstances set out in clause 7.1:
 - (i) neither party will have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any indirect or consequential loss arising under or in connection with this Agreement;

- (ii) each party's liability for any claim or series of connected claims arising under or in connection with this Agreement is limited to a maximum sum equal to the higher of (a) £5,000 or (b) the total fees payable by you under the Agreement within the period of 12 months preceding the event giving rise to the claim.

7.3 You agree to indemnify Trinity in case of any damages or loss suffered by Trinity out of or in connection with any:

- (i) claims made by you or any of your employees or other persons acting on your behalf for any employment-related payment or remuneration; or
- (ii) infringement or theft by your employees or other persons providing the Exam Services on your behalf of any Confidential Information, Intellectual Property or third party intellectual property rights;
- (iii) infringement or breach of Data Protection Laws by you or any person employed or engaged by you in connection with the provision of the Exam Services.

8. DURATION AND TERMINATION

8.1 This Agreement will come into force on the Commencement Date and will remain in effect unless terminated in accordance with the provisions of this clause 8.

8.2 Either party may terminate this contract without cause or compensation (but without prejudice to any of its rights or remedies):

- (i) on giving the other three months' written notice;
- (ii) by reason of Force Majeure, in accordance with the provisions of clause 8.5.

8.3 Without prejudice to any of its rights or remedies, we may terminate this Agreement immediately without liability by written notice if:

- (i) you commit an irremediable breach or a material breach of this Agreement (including of any Trinity policy or procedure notified under it) which you fail to remedy within 14 days;
- (ii) we reasonably consider that your conduct is prejudicial to our interests or is not consistent with our brand values or may bring us into disrepute;
- (iii) you do not present candidates for Trinity exams for a period of 12 consecutive months; or
- (iv) either party is wound up or goes into liquidation or an application for an administrator is filed for appointment, or a receiver, administrative receiver, administrator or trustee in bankruptcy is appointed, or a creditor takes possession of any part of the other party's assets or the other party suspends or ceases payment of its debts or suspends, ceases or threatens to cease to carry on business (or any equivalent event occurs in any jurisdiction in which that other party is incorporated, is resident or carries on business).

8.4 We reserve the right to suspend or restrict your centre registration and access to our administrative systems in respect of any exam subject or any exam venue if you commit a suspected breach of this Agreement or during any necessary investigation.

8.5 Neither party will be in breach of this Agreement nor liable for a delay or failure in performance resulting from Force Majeure. In such circumstances, the affected party will be entitled to a reasonable extension of the time allocated for performing its obligations provided that, if the period of delay or non-performance continues for 30 days from the date of occurrence, the party not affected may terminate this Agreement by giving 14 days' written notice.

9. CONSEQUENCES OF WITHDRAWAL, SUSPENSION OR TERMINATION

9.1 If you decide to withdraw from the delivery of Trinity exams after you have enrolled candidates, you must take reasonable steps to protect their interests and give them clear information as to how they may be affected.

9.2 Where your withdrawal will, or may, cause a prejudicial effect on candidates, you must:

- (i) consult with the affected candidates and use reasonable endeavours to minimise such prejudicial effect before ceasing to provide the Exam Services and will provide evidence of such consultation to Trinity upon request; and
- (ii) meet any unreasonable financial burden incurred by affected candidates caused by the withdrawal.

9.3 Immediately upon the suspension or termination of this Agreement:

- (i) you will take all reasonable steps to act in your candidates' legitimate best interests; and
- (ii) you will fulfil all of your outstanding obligations, such as hosting any forthcoming Trinity exams (unless we request otherwise) and immediately paying all outstanding sums due to Trinity and then you will:
 - (a) suspend or discontinue your activities as a Registered Exam Centre;
 - (b) do such things and execute all further documents as may be necessary to transfer to Trinity all rights, title and interest in any Intellectual Property; and
 - (c) cease to use Trinity's administrative systems and property and promptly hand over all Intellectual Property in your possession to Trinity, including a copy of all the Personal Data required by Trinity to continue acting as a data controller.

9.4 On termination or expiry of your Agreement with Trinity for any reason, each party's accrued rights and liabilities as at expiry or termination, as well as clause 3 (*Confidentiality, Security and Data Management*), clause 5 (*Special Conditions*), clause 7 (*Limitation of Liability and Indemnity*), clause 9 (*Consequences of Withdrawal, Suspension or Termination*), clause 10.10 (*Governing Law and Jurisdiction*), clause 10.11 (*Language*), clause 11 (*Declaration*) and Schedule 2 will survive and continue in full force and effect.

10. GENERAL

- 10.1 You may not assign or transfer to a third party, charge, or otherwise dispose of any of your rights, benefits or obligations arising out of this Agreement without Trinity's prior written consent.
- 10.2 No variation of this Agreement will be valid unless it is in writing and duly executed by the parties.
- 10.3 The invalidity, illegality or unenforceability of any term under this Agreement will not affect the validity, legality or enforceability of its remaining terms.
- 10.4 Without prejudice to any other rights or remedies that Trinity may have, you accept that damages alone may not be an adequate remedy for breach of the terms of this Agreement and that Trinity is entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach by you of any of the terms of this Agreement.
- 10.5 Any notice given under this Agreement must be in writing, by post or by email and clearly identified as such in correspondence. A notice will be deemed received 5 days after posting or at 5pm on the day if sent by email, provided that any notice received on a weekend or public holiday or after 5 pm (local time at the place of receipt) will be deemed to be received on the next business day.
- 10.6 Only the parties to this Agreement have the right to enforce any of its terms.
- 10.7 Nothing in this Agreement is intended to make you an agent or partner of Trinity or to constitute a joint venture between you and Trinity.
- 10.8 Where either party fails to exercise any right or remedy under this Agreement, this will not be construed as a waiver of that right or remedy.
- 10.9 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings between them in relation to this Agreement's subject matter.
- 10.10 This Agreement will be governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 10.11 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text will prevail.
- 10.12 This Agreement may be signed in any number of counterparts each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. The parties may use a certified electronic signature provider for the purpose of electronically signing and giving legal effect to this Agreement. Each of the parties hereby agrees that this Agreement shall be legally binding, including when signed through a certified electronic signature provider.

11. DECLARATION

- 11.1 You further warrant, represent and undertake to Trinity that:
 - (i) you have the necessary power and authority to enter into and perform your obligations under this Agreement; and
 - (ii) the information provided by you in connection with your registration as a Registered Exam Centre is true and not misleading.
- 11.2 You recognise that you are legally and financially independent of Trinity.

This Agreement has been signed on behalf of each of the parties by a duly authorised signatory on the date(s) stated below.

SIGNED for and on behalf of **TRINITY COLLEGE LONDON**



Signature

Erez Tocker

CEO

Date

Oct 6, 2021

Name of organisation (as it appears on official company documentation):

Vimala College (Autonomous), Thrissur, Kerala, India

Company/Charity registration number (if applicable): Nil

Full address of registered office:

Street: Ramavarmapuram Road
Thrissur

Post Code: Kerala-680009

Town: Thrissur

County/Province: India

Country: India

Trinity College London Centre Registration number: 69320

SIGNED for and on behalf of the **REGISTERED EXAM CENTRE:**



Dr Sr Beena Jose

Principal in Charge

Oct 6, 2021

SCHEDULE 1

APPROVED VENUE AND EXAM SERVICES

As a Registered Exam Centre, you will provide the following services to Trinity and its candidates in respect of the Trinity exams at the following venue:

VENUE:

Street: Ramavarmapuram Road
Thrissur
Post Code: Kerala-680009
Town: Thrissur
County/Province: India
Country: India

EXAM SERVICES

1. preparing candidates for Trinity exams, including making the relevant exam specifications available to teachers.
2. offering Trinity exams at approved venue(s) and hosting exams sessions by:
 - organising exam session timetables and wherever relevant, distributing appointment and confirmation slips.
 - enrolling candidates and dealing with their requests in accordance with Trinity's procedures.
 - ensuring the safekeeping of Trinity exam materials
 - ensuring the provision of adequate amenities for candidates and Trinity examiners
 - providing the required level of stewarding and monitoring during exams
 - promptly releasing exam results, reports and certificates issued by us to the candidates concerned. You acknowledge and agree that we reserve the right, in our sole discretion, to issue certificates directly to candidates. To this end, you will promptly cooperate with us in providing us the candidates' Personal Data that we may request from time to time.
3. upholding the terms and requirements of Trinity's exam specifications and regulations, information and guidance notified to you from time to time as applicable to the Trinity exams and ensuring these are communicated to candidates and teachers as appropriate.
4. assisting Trinity with conducting investigations and general monitoring duties. We may need to carry out on-site inspections of the conduct of the exams, in which case you will assist us with our quality assurance activities.
5. assisting Trinity with candidates' complaints and appeals in accordance with Trinity's published procedures for complaints and appeals. You will notify us promptly of any matters raised with you by a candidate that should be dealt with under Trinity's procedures for complaints and appeals.

SCHEDULE 2

INTERPRETATION AND DEFINITIONS

1. References to 'this Agreement' include this agreement, its schedules and any other documents attached to it or incorporated by reference to it (all as amended or added to from time to time).
2. References to 'you', 'your' or 'your centre' are references to the legal entity or person(s) (whether operating as a self-employed person or in partnership) contracting to become a Registered Exam Centre in this Agreement.
3. References to any party to the Agreement include reference to its successors and permitted assigns and this Agreement shall be binding on and is to the benefit of the parties to this Agreement and their respective personal representatives, successors and permitted assigns.
4. Reference to a provision of law is a reference to that provision as extended, applied, amended or enacted from time to time and includes any subordinate legislation.
5. References to 'including' or 'in particular' in this Agreement will be treated as being by way of example and will not limit the general applicability of any preceding words.

Commencement **Date** means
15/09/2021

Confidential Information means any and all information of a secret or confidential nature and not publicly known (whether or not marked proprietary and/or confidential, oral or written, and however stored) and which has been or will be provided by Trinity to you, or which you become aware of as a result of entering into and performing your obligations under this Agreement, including but not limited to Trinity's technical, financial, academic or business information.

Data Controller means the person who, alone or jointly with others, determines the purposes for which and the manner in which any Personal Data are processed.

Data Protection Laws means all applicable laws and regulations in force from time to time governing the use or processing of Personal Data, including (where applicable) the Data Protection Act 2018 and/or the General Data Protection Regulation, whichever is in force in the UK at the relevant time, and/or any applicable equivalent laws in your territory.

Data Security Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the candidate Personal Data.

Exam Services means the services to be provided by you, as set out in schedule 1.

Force Majeure means events, circumstances or causes beyond a party's control.

Intellectual Property means all intellectual property rights in Trinity's business, products and services including without limitation: all patents, patent applications, goodwill, names, logos (including Registered Exam Centre Logos), Trinity marks (whether registered or unregistered, such as 'Trinity College London', 'Trinity', 'Trinityrock.com', 'ISE', 'Arts Award, etc.), design rights, copyright and all related rights in any Trinity Exam, specifications, regulations, guidance and ancillary products (such as rights in typographical arrangements and in sound and video and/or sound recordings), know-how, data (including candidate data and information), databases (including candidate databases and whether registrable or not in any country), internet expertise, software, proprietary hardware, technical information, and graphic representations and likeness of Trinity services, products or premises.

Ofqual means the Office of Qualifications and Examinations Regulations in England.

Personal Data means any data which relates to an identified or identifiable natural person.

Registered Exam Centre means a centre that has been authorised and registered by Trinity to provide Trinity exams.

Stakeholders means applicants, candidates, their parents and guardians, teachers and any other stakeholders who have expressed an interest in Trinity, as well as Trinity staff, consultants and examiners.

SCHEDULE 3
DATA TRANSFER AGREEMENT OUTSIDE THE EU

DEFINITIONS

For the purposes of the clauses in this Schedule 3:

Personal data, special categories of data/sensitive data, process/processing, controller, processor, data subject and supervisory authority/authority shall have the same meaning as in Directive 95/46/EC of 24 October 1995 (whereby **the authority** shall mean the competent data protection authority in the territory in which the data exporter is established);

the data exporter shall mean the controller who transfers the personal data;

the data importer shall mean the controller who agrees to receive from the data exporter personal data for further processing in accordance with the terms of these clauses and who is not subject to a third country's system ensuring adequate protection;

clauses shall mean these contractual clauses, which are a free-standing document that does not incorporate commercial business terms established by the parties under separate commercial arrangements.

The details of the transfer (as well as the personal data covered) are specified in 0, which forms an integral part of the clauses.

1. Obligations of the data exporter

1.1 The data exporter warrants and undertakes that:

- (a) The personal data have been collected, processed and transferred in accordance with the laws applicable to the data exporter.
- (b) It has used reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses.
- (c) It will provide the data importer, when so requested, with copies of relevant data protection laws or references to them (where relevant, and not including legal advice) of the country in which the data exporter is established.
- (d) It will respond to enquiries from data subjects and the authority concerning processing of the personal data by the data importer, unless the parties have agreed that the data importer will so respond, in which case the data exporter will still respond to the extent reasonably possible and with the information reasonably available to it if the data importer is unwilling or unable to respond. Responses will be made within a reasonable time. It will make available, upon request, a copy of the clauses to data subjects who are third party beneficiaries under clause 3, unless the clauses contain confidential information, in which case it may remove such information.
- (e) Where information is removed, the data exporter shall inform data subjects in writing of the reason for removal and of their right to draw the removal to the attention of the authority. However, the data exporter shall abide by a decision of the authority regarding access to the full text of the clauses by data subjects, as long as data subjects have agreed to respect the confidentiality of the confidential information removed. The data exporter shall also provide a copy of the clauses to the authority where required.

2. Obligations of the data importer

2.1 The data importer warrants and undertakes that:

- (a) It will have in place appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.
- (b) It will have in place procedures so that any third party it authorises to have access to the personal data, including processors, will respect and maintain the confidentiality and security of the personal data. Any person acting under the authority of the data importer, including a data processor, shall be obligated to process the personal data only on instructions from the data importer. This provision

does not apply to persons authorised or required by law or regulation to have access to the personal data.

- (c) It has no reason to believe, at the time of entering into these clauses, in the existence of any local laws that would have a substantial adverse effect on the guarantees provided for under these clauses, and it will inform the data exporter (which will pass such notification on to the authority where required) if it becomes aware of any such laws.
- (d) It will process the personal data for purposes described in 0, and has the legal authority to give the warranties and fulfil the undertakings set out in these clauses.
- (e) It will identify to the data exporter a contact point within its organisation authorised to respond to enquiries concerning processing of the personal data, and will cooperate in good faith with the data exporter, the data subject and the authority concerning all such enquiries within a reasonable time. In case of legal dissolution of the data exporter, or if the parties have so agreed, the data importer will assume responsibility for compliance with the provisions of clause (d).
- (f) At the request of the data exporter, it will provide the data exporter with evidence of financial resources sufficient to fulfil its responsibilities under clause 3(which may include insurance coverage).
- (g) Upon reasonable request of the data exporter, it will submit its data processing facilities, data files and documentation needed for processing to reviewing, auditing and/or certifying by the data exporter (or any independent or impartial inspection agents or auditors, selected by the data exporter and not reasonably objected to by the data importer) to ascertain compliance with the warranties and undertakings in these clauses, with reasonable notice and during regular business hours. The request will be subject to any necessary consent or approval from a regulatory or supervisory authority within the country of the data importer, which consent or approval the data importer will attempt to obtain in a timely fashion.
- (h) It will process the personal data, at its option, in accordance with:
 - (i) the data protection laws of the country in which the data exporter is established, or
 - (ii) the relevant provisions of any Commission decision pursuant to Article 25(6) of Directive 95/46/EC, where the data importer complies with the relevant provisions of such an authorisation or decision and is based in a country to which such an authorisation or decision pertains, but is not covered by such authorisation or decision for the purposes of the transfer(s) of the personal data, or
 - (iii) the data processing principles set forth in 0.



- (i) It will not disclose or transfer the personal data to a third party data controller located outside the European Economic Area (EEA) unless it notifies the data exporter about the transfer and
 - (i) the third party data controller processes the personal data in accordance with a Commission decision finding that a third country provides adequate protection, or
 - (ii) the third party data controller becomes a signatory to these clauses or another data transfer agreement approved by a competent authority in the EU, or
 - (iii) data subjects have been given the opportunity to object, after having been informed of the purposes of the transfer, the categories of recipients and the fact that the countries to which data is exported may have different data protection standards, or
 - (iv) with regard to onward transfers of sensitive data, data subjects have given their unambiguous consent to the onward transfer

3. Liability and third party rights

- 3.1 Each party shall be liable to the other parties for damages it causes by any breach of these clauses. Liability as between the parties is limited to actual damage suffered. Punitive damages (i.e. damages intended to punish a party for its outrageous conduct) are specifically excluded. Each party shall be liable to data subjects for damages it causes by any breach of third party rights under these clauses. This does not affect the liability of the data exporter under its data protection law.

- 3.2 The parties agree that a data subject shall have the right to enforce as a third party beneficiary this clause and clauses clause (b), clause (d), clause (d), clause 0, clause (c), clause (d), clause (e), clause 0, clause (i), clause 0, clause 0, clause 0 and clause 0 against the data importer or the data exporter, for their respective breach of their contractual obligations, with regard to his personal data, and accept jurisdiction for this purpose in the data exporter's country of establishment. In cases involving allegations of breach by the data importer, the data subject must first request the data exporter to take appropriate action to enforce his rights against the data importer; if the data exporter does not take such action within a reasonable period (which under normal circumstances would be one month), the data subject may then enforce his rights against the data importer directly. A data subject is entitled to proceed directly against a data exporter that has failed to use reasonable efforts to determine that the data importer is able to satisfy its legal obligations under these clauses (the data exporter shall have the burden to prove that it took reasonable efforts).

4. Law applicable to the clauses

These clauses shall be governed by the law of the country in which the data exporter is established, with the exception of the laws and regulations relating to processing of the personal data by the data importer under clause 0 which shall apply only if so selected by the data importer under that clause.

5. Resolution of disputes with data subjects or the authority

- 5.1 In the event of a dispute or claim brought by a data subject or the authority concerning the processing of the personal data against either or both of the parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 5.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 5.3 Each party shall abide by a decision of a competent court of the data exporter's country of establishment or of the authority which is final and against which no further appeal is possible.

6. Termination

- 6.1 In the event that the data importer is in breach of its obligations under these clauses, then the data exporter may temporarily suspend the transfer of personal data to the data importer until the breach is repaired or the contract is terminated.
- 6.2 In the event that:
- (a) the transfer of personal data to the data importer has been temporarily suspended by the data exporter for longer than one month pursuant to clause 6.10;
 - (i) compliance by the data importer with these clauses would put it in breach of its legal or regulatory obligations in the country of import;
 - (ii) the data importer is in substantial or persistent breach of any warranties or undertakings given by it under these clauses;
 - (iii) a final decision against which no further appeal is possible of a competent court of the data exporter's country of establishment or of the authority rules that there has been a breach of the clauses by the data importer or the data exporter; or
 - (iv) a petition is presented for the administration or winding up of the data importer, whether in its personal or business capacity, which petition is not dismissed within the applicable period for such dismissal under applicable law; a winding up order is made; a receiver is appointed over any of its assets; a trustee in bankruptcy is appointed, if the data importer is an individual; a company voluntary arrangement is commenced by it; or any equivalent event in any jurisdiction occurs
 - (b) then the data exporter, without prejudice to any other rights which it may have against the data importer, shall be entitled to terminate these clauses, in which case the authority shall be informed where required. In cases covered by clause 0, clause 0, or clause 0 above the data importer may also terminate these clauses.

6.3 Either party may terminate these clauses if:

- (a) any Commission positive adequacy decision under Article 25(6) of Directive 95/46/EC (or any superseding text) is issued in relation to the country (or a sector thereof) to which the data is transferred and processed by the data importer, or
- (b) Directive 95/46/EC (or any superseding text) becomes directly applicable in such country.

6.4 The parties agree that the termination of these clauses at any time, in any circumstances and for whatever reason (except for termination under clause 0 does not exempt them from the obligations and/or conditions under the clauses as regards the processing of the personal data transferred.

7. Variation of these clauses

The parties may not modify these clauses except to update any information in 0, in which case they will inform the authority where required. This does not preclude the parties from adding additional commercial clauses where required.

8. Description of the transfer

The details of the transfer and of the personal data are specified in 0. The parties agree that 0 may contain confidential business information which they will not disclose to third parties, except as required by law or in response to a competent regulatory or government agency, or as required under clause (d). The parties may execute additional annexes to cover additional transfers, which will be submitted to the authority where required. 0 may, in the alternative, be drafted to cover multiple transfers.

SIGNED for and on behalf of **TRINITY COLLEGE LONDON**



Erez Tocker

CEO

Oct 6, 2021

Name of organisation (as it appears on official company documentation):

Vimala College (Autonomous), Thrissur, Kerala, India

Company/Charity registration number (if applicable): Nil

Full address of registered office:

Street: Ramavarmapuram Road

Thrissur

Post Code: Kerala-680009

Town: Thrissur

County/Province: India

Country: India

Trinity College London Centre Registration number: 69320

SIGNED for and on behalf of the **REGISTERED EXAM CENTRE:**



Dr Sr Beena Jose

Principal in Charge

Oct 6, 2021

DATA PROCESSING PRINCIPLES

1. Purpose limitation: Personal data may be processed and subsequently used or further communicated only for purposes described in 0 or subsequently authorised by the data subject.
2. Data quality and proportionality: Personal data must be accurate and, where necessary, kept up to date. The personal data must be adequate, relevant and not excessive in relation to the purposes for which they are transferred and further processed.
3. Transparency: Data subjects must be provided with information necessary to ensure fair processing (such as information about the purposes of processing and about the transfer), unless such information has already been given by the data exporter.
4. Security and confidentiality: Technical and organisational security measures must be taken by the data controller that are appropriate to the risks, such as against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, presented by the processing. Any person acting under the authority of the data controller, including a processor, must not process the data except on instructions from the data controller.
5. Rights of access, rectification, deletion and objection: As provided in Article 12 of Directive 95/46/EC, data subjects must, whether directly or via a third party, be provided with the personal information about them that an organisation holds, except for requests which are manifestly abusive, based on unreasonable intervals or their number or repetitive or systematic nature, or for which access need not be granted under the law of the country of the data exporter. Provided that the authority has given its prior approval, access need also not be granted when doing so would be likely to seriously harm the interests of the data importer or other organisations dealing with the data importer and such interests are not overridden by the interests for fundamental rights and freedoms of the data subject. The sources of the personal data need not be identified when this is not possible by reasonable efforts, or where the rights of persons other than the individual would be violated. Data subjects must be able to have the personal information about them rectified, amended, or deleted where it is inaccurate or processed against these principles. If there are compelling grounds to doubt the legitimacy of the request, the organisation may require further justifications before proceeding to rectification, amendment or deletion. Notification of any rectification, amendment or deletion to third parties to whom the data have been disclosed need not be made when this involves a disproportionate effort. A data subject must also be able to object to the processing of the personal data relating to him if there are compelling legitimate grounds relating to his particular situation. The burden of proof for any refusal rests on the data importer, and the data subject may always challenge a refusal before the authority.
6. Sensitive data: The data importer shall take such additional measures (e.g. relating to security) as are necessary to protect such sensitive data in accordance with its obligations under clause 2.
7. Data used for marketing purposes: Where data are processed for the purposes of direct marketing, effective procedures should exist allowing the data subject at any time to "opt-out" from having his data used for such purposes.
8. Automated decisions: For purposes hereof "automated decision" shall mean a decision by the data exporter or the data importer which produces legal effects concerning a data subject or significantly affects a data subject and which is based solely on automated processing of personal data intended to evaluate certain personal aspects relating to him, such as his performance at work, creditworthiness, reliability, conduct, etc. The data importer shall not make any automated decisions concerning data subjects, except when:
 - (a) such decisions are made by the data importer in entering into or performing a contract with the data subject, and the data subject is given an opportunity to discuss the results of a relevant automated decision with a representative of the parties making such decision or otherwise to make representations to that parties;or
 - (b) where otherwise provided by the law of the data exporter.

DESCRIPTION OF THE TRANSFER

(To be completed by the parties)

The personal data transferred concern the following categories of data subjects:

Candidates

Teachers

Examiners

Others:

Purposes of the transfer(s)

The transfer is made for the following purposes:

As stated in clause 5.2 of the Registered Exam Centre Agreement signed between Trinity and the data processor.

Categories of data

The personal data transferred concern the following categories of data:

Personal details may include name, age, candidate number, assessment marks, results and awards, written scripts, recordings of exam performances, postal address, email address, age, date of birth, first language spoken at home, level of education, sensitive personal data about the data subject's health, disabilities and educational needs, details about their personal circumstances, banking details.

.....

Recipients

The personal data transferred may be disclosed only to the following recipients or categories of recipients:

Employees or service providers of either party on a need to know basis

Sensitive data (if appropriate)

The personal data transferred concern the following categories of sensitive data:

sensitive personal data about the data subject's health, disabilities and educational needs

Data protection registration information of a data exporter (where applicable)

Additional useful information (storage limits and other relevant information)

Contact points for data protection enquiries

REGISTERED EXAM CENTRE

mail@vimalacollege.edu.in

TRINITY COLLEGE LONDON

privacy@trinitycollege.com



Registered Exam Centre Handbook

Please read this handbook in conjunction
with your contract

Trinity College London
www.trinitycollege.com

Charity number 1014792
Patron HRH The Duke of Kent KG

Copyright © 2012 Trinity College London
Published by Trinity College London
Third impression, August 2016

Handbook Contents

1. Introduction	3
1.1 Who this handbook is for	3
1.2 What this handbook contains.....	3
1.3 Related documentation	3
1.4 Changes to this handbook.....	3
2. Your relationship with Trinity	4
3. Your role as a Trinity Registered Exam Centre	4
3.1 Preparing candidates	4
3.2 Exam best practice	4
3.3 Trinity Online	5
4. Quality and Standards	5
4.1 Standards	5
4.2 Regulation	5
5. Compliance and Applicable Policies	6
5.1 Anti-Bribery	6
5.2 Safeguarding and Child Protection	6
5.3 Conflict of Interest	6
5.4 Data Protection and Security	6
5.5 Health and Safety	6
5.6 Malpractice and Maladministration	7
5.7 Special Consideration and Special Needs	7
5.8 Customer Care Statement.....	7
5.9 Appeals and Results Enquiries	7

1. Introduction

1.1 Who this Handbook is for

When you sign our contract to become a Registered Exam Centre, you agree to provide certain services so that Trinity College London exams are properly prepared, delivered and administered.

This Centre Handbook outlines our requirements for everyone involved in the delivery of Trinity exams at your centre.

1.2 What this Handbook contains

This handbook outlines your role as a Registered Exam Centre, providing overarching guidance and information about the Trinity Policies applicable to your role. We've designed the requirements with best practice and customer care in mind – we want to ensure that everyone involved with Trinity and its exam centres, including candidates, examiners, teachers, parents and carers, receives a consistently high level of customer service.

The requirements apply to all those involved in the delivery of Trinity exams, from teachers, invigilators and supervisors to administrators and managers.

1.3 Related documentation and operational guidance

For guidance and instructions on the day to day administration and delivery of our exams, please consult our *Centre Best Practice Guidebooks*. These are available to download from the Trinity website at www.trinitycollege.com.

1.4 Changes to the Handbook

We will make changes to this handbook and to our *Centre Best Practice Guidebooks* from time to time and will notify you when this happens.

The changes will become binding on the date specified for the change to take place.

We will make sure that you are given reasonable notice of any change likely to have an operational impact on the delivery of your exam sessions.

2. Your Relationship with Trinity

- In order for your centre to operate effectively as a Registered Exam Centre, you will need to appoint a Centre Representative. The Centre Representative will act as the main point of contact between your Registered Exam Centre and Trinity, your National, Area or Local Area Representatives, examiners, teachers, and candidates.
- You must formally notify Trinity if your Centre Representative changes.
- We will give you details of a primary Trinity contact to use day-to-day for all enquiries about exam syllabuses and exam arrangements.

3. Your role as a Registered Exam Centre

Your role as a Registered Exam Centre can be categorised into broad areas of responsibility:

3.1 Preparing candidates

You must ensure all Trinity syllabuses are made available to teachers and candidates. The Trinity syllabus for each exam will give you information about exam components, procedures and assessments. It also provides further guidance for candidates and those preparing candidates for the exam. You can download all of our syllabuses, exam rules and regulations and supporting information at www.trinitycollege.com.

It is your responsibility to make sure that teachers, supervisors and invigilators at your centre are fully familiar with the contents of current syllabuses and corresponding rules and regulations. You will need to ensure that candidates are prepared for their exam according to those requirements. It is your responsibility to let your staff know about the procedures and information in this handbook and the *Best Practice Guidebooks*, and to monitor compliance.

3.2 Exam best practice

Providing a friendly, personable and focused exam experience to candidates is fundamental to growing Trinity exams in your area. This involves the following responsibilities:

- hosting exam sessions at an agreed suitable venue with facilities to accommodate Trinity candidates and examiners. Specific details of the necessary facilities and room layout requirements are provided in your *Centre Best Practice Guidebook*.
- organising exam sessions ensuring candidates are enrolled by the corresponding entry closing dates, creating exam timetables in line with examiner schedules and distributing paperwork, exam results and certificates within the agreed timeframes. Details are provided in your *Centre Best Practice Guidebooks*.
- ensuring payment to Trinity of your entry fees (including any minimum fees if applicable) within the agreed timeframes. Please note that we must receive your exam booking fees before we are able to confirm that we will send an examiner to your exams.
- assisting Trinity with learners' complaints and appeals, and assisting Trinity with conducting investigations and general monitoring duties.
- taking all reasonable steps as may be requested by Trinity from time to time to ensure that Trinity can comply with any conditions of recognition of any regulatory body either recognising or governing its qualifications.

3.3 Trinity online

Trinity Online has been specifically designed to facilitate the administration of Trinity exams held at your centre. On registration with us, you will be given login access to the Trinity Centre Portal which is available at: www.trinitycollege.com/portal

Trinity Online's functionality includes:

- bookings and forecasting
- management of entries
- invoices and payments
- printing exam materials
- timetables
- examiner itinerary and biography
- candidate records including results history and analysis
- contact management.

You should check that all information that is stored in your account is up to date and correct at all times.

It is vital that you record candidates details accurately as this will be used for verification on the day of the exams and for the issue of certificates.

4. Quality and Standards

4.1 Standards

Trinity qualifications are assessed to the same standards worldwide. Our examiners are subject specialists who are regularly trained and standardised, and who work internationally to ensure the consistent application of assessment criteria and procedures.

Our academic and operational staff oversee the running of exam sessions and have responsibility for the quality assurance of assessment processes, specifications and syllabuses.

4.2 Regulation

Our qualifications are monitored and reviewed by a number of regulatory authorities worldwide to ensure the quality of education and qualifications within their countries.

Our regulated qualifications are regulated by Ofqual (Office of Qualifications and Examinations Regulation) in England, by CCEA (Council for the Curriculum, Examinations and Assessment) in Northern Ireland and by Qualifications Wales.

5. Compliance and Applicable Policies

All of your members of staff and associated persons involved in the delivery of the Trinity exams must comply with Trinity's policies at all times.

Please note that these policies are reviewed regularly and subject to periodic change. The latest versions can be downloaded from Trinity's policies from www.trinitycollege.com/policies.

5.1 Anti-corruption and bribery policy

In the UK, robust laws exist to prevent bribery and corruption.

Under UK law it is illegal:

- to pay or offer to pay a bribe
- to receive or agree to receive a bribe
- to bribe a foreign public official.

These laws apply not only to Trinity staff, executives and directors, but also to persons associated with Trinity working on its behalf anywhere in the world. Therefore, Trinity must have policies and systems in place to prevent any associated person from committing bribery. Associated persons include anyone providing services to Trinity.

5.2 Safeguarding and Child Protection policy

You must comply with and assist Trinity in complying with any laws, regulations or court orders relating to the protection or safeguarding of children or vulnerable adults.

5.3 Conflict of Interest policy

You must comply with the expectations regarding real and potential conflicts of interest and the procedures to be followed in the event of a possible conflict of interest arising. This policy is designed to ensure that any work that is carried out for or on behalf of Trinity is free from improper influence and is independent, fair and unbiased.

5.4 Data Protection and Security policies

'Personal data' is data that can be used to identify a living person and can be (or is intended to be) held on computer or in manual records. Under UK data protection laws, Trinity is a 'data controller' and third parties processing personal data on its behalf, wherever they are in the world, are 'data processors'.

Your contract with Trinity is governed by English law and, therefore, UK data protection laws govern the way in which data must be collected and processed by or on behalf of Trinity. In addition to this, you are still required to comply with local data protection laws.

5.5 Health and safety

You must comply with all local health and safety laws applying in your territory. You must also comply with any additional, reasonable requirements that you know from past experience; or that you anticipate would be expected by Trinity examiners, candidates and teachers. We may also notify you of any requirements to ensure the health, safety and welfare of all Trinity stakeholders.

Trinity regularly takes advice from the Foreign & Commonwealth Office (www.fco.gov.uk). Where that advice, in Trinity's reasonable opinion, would mean that travel to or in a territory would risk a Trinity examiner's health, safety and/or welfare, Trinity may decide to rearrange, cancel or end an exam visit. In such circumstances, you should promptly assist Trinity, liaising with Trinity as required, in relation to rearranging, cancelling or ending that exam session and assisting Trinity in notifying the affected candidates.

5.6 Malpractice

There are various types of behaviour that would be considered malpractice, either on the part of a Registered Exam Centre or on the part of a candidate. Malpractice is an extremely serious matter for Trinity.

If any such incident occurs or is alleged to have occurred, Trinity will carry out an investigation and take appropriate steps. Registered Exam Centres are expected to cooperate fully in any such investigation by providing all information requested.

5.7 Special Consideration and Special Needs

You must comply with all anti-discrimination laws applying in your territory. Trinity will deal with any requests received in respect of a candidate's special educational needs and will provide appropriate guidance and information to you, in order for you to assist Trinity in dealing with such requests made in accordance with its Rules and Regulations. Please note that information about special educational needs is sensitive personal data and must be handled in accordance with specific data protection rules.

5.8 Customer care statement

Trinity is committed to providing a high-quality support service for all our users from initial enquiry through to certification. Please see our website for the full Customer Service Statement. This statement helps us monitor, benchmark and continually improve our service.

5.9 Appeals and results enquiries

We strive to ensure that all our candidates have a positive exam experience. However, we do recognise that occasionally things do not always run as smoothly as we would like.

Queries regarding the results of an exam will be directed to you in the first instance, so please make sure that you are familiar with the above policies and processes. If a candidate has already followed this procedure and wishes to pursue their enquiry further, they will be able to access a paid-for service in order to do so.

We ask that you help us in any investigation into your concerns by cooperating fully and providing all necessary information. Please note that exam scripts and recordings remain the property of Trinity and will not be made available to centres or candidates.

Links for appeals and results can be found at www.trinitycollege.com/appeals.

Working with us: Brand guidelines for registered exam centres

Contents

- 02 The logos
- 03 Position of the logos
- 04 Size of the logos
- 05 How not to use a logo
- 06 Example applications
- 07 References to Trinity College London and our exams

Registered exam centres play an important part in the overall experience our candidates have of Trinity College London. It is important that you follow our brand guidelines to ensure consistency in the representation of our company and to give Trinity appropriate presence at all times.

photos: Richard Chambury, Luke Garwood, Eric Richmond, Kevin Ricks, Mike Goldwater

The 'Trinity College London' name and logo are registered trade marks of Trinity College London.

Trinity College London is a charitable company registered in England. Company no: 02683033. Charity no: 1014792.

May 2018 edition



02 The logos

The registered exam centre logo

Registered exam centres may use a unique registered exam centre logo, incorporating their registered exam centre number.

Centres offering Trinity Rock & Pop exams may use the registered exam centre logo incorporating the Rock & Pop logo.

You may only use the logos that include your exam centre number, and never just the Trinity College London logo on its own.

When you may start using your registered exam centre logo

You can download your logo from Trinity Online – contact your local representative if you need help with this.

How to access your logo

You can download your logo from Trinity Online or your local representative will send it to you.

Using your logo

You may use your registered exam centre logo on a range of items, including:

- ▶ website
- ▶ letterhead
- ▶ social media
- ▶ adverts
- ▶ signage.

Please **do not** use your registered exam centre logo on:

- ▶ certificates of any kind
- ▶ registration forms.

Approval of items using your registered exam centre logo

So long as you follow these brand guidelines, there is no need for Trinity to approve regular items such as letterheads or websites that use your Registered Exam Centre logo.

If you would like to use your logo on more unusual or larger items such as T-shirts, please email your request well in advance to brand@trinitycollege.com

A sample registered exam centre logo



Your unique registered exam centre number

A sample registered exam centre logo for centres offering Rock & Pop exams



Your unique registered exam centre number

03 Position of the logos

Exclusion zone

The exclusion zone is the clear space around the logo and it is based on the logo's 'N'. This zone is the minimum area around the logo that must always be kept free of any type or graphic elements, as the logo is visually at its strongest when surrounded by clear space and no other elements can interfere or distract attention from it.

Please ensure that type, graphics or edges of other graphic elements do not fall within this area. However, it is not necessary to apply this exclusion zone to the distance from the logo to the edge of a page or web page.

Position on a page

Although the registered exam centre logos may be placed anywhere on a page as long as the exclusion zone is observed, they look best when aligned to the margin of a design.

Backgrounds

The registered exam centre logos look best on a white background, although they may be used on any light coloured background as long as there is sufficient contrast.

They may be used over a photo so long as they are on an area free from clutter or dark details so they are clearly visible.

As the standard registered exam centre jpeg logos have a white background, if you do wish to use a logo over a colour or a photo, please contact brand@trinitycollege.com to request a version with a clear background.



04 Size of the logos

Minimum size

On printed items, for the main registered exam centre logo, the minimum height is 10mm. The Trinity Rock & Pop registered exam centre logo should always be 12mm in height or larger.

For screen and web, the main registered exam centre logo should be at least 65 pixels high. For the Rock & Pop versions it should be 75 pixels in height or larger.



Maximum size

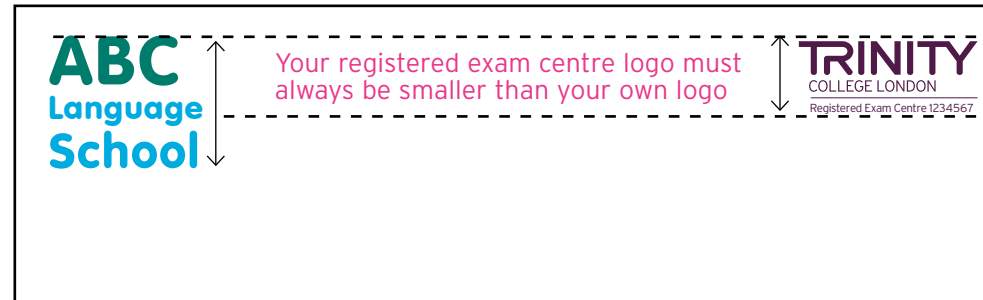
You may use your registered exam centre logo at any size above the relevant minimum sizes stated above, as long as the guidelines are followed and they are smaller than your own logo. Your registered exam centre logo must never be larger than your own logo.

In special cases where it is necessary to use a registered exam centre logo at a very large size and your jpeg logo is not of good enough quality, please contact brand@trinitycollege.com

Ensuring quality

When using your registered exam centre logo on printed items, wherever possible check proofs to ensure clarity.

For screen and web, always check how the logo will appear to ensure it doesn't look pixelated.



05 How **not** to use a logo

1. Do not stretch or distort the logo.

2. Do not change the colour of the logo.

3. Do not try to create the logo using normal text fonts.

4. Do not use the logo without the 'Registered Exam Centre' text or the number of your centre on it.

5. Do not use the logo with a block of colour behind it so it looks like part of the logo.

6. Do not use any of the Trinity brand colours in any design, so it looks like you are affiliated to Trinity.



06 Example applications (scaled-down versions)

Compliment slip

ABC
Language
School


1 The Street
London E20 3PJ
Tel: 020 1234 5678

with compliments

TRINITY
COLLEGE LONDON
Registered Exam Centre 1234567

Leaflet

ABC
Language
School



Hente voluptis dolore nobis
sercit et explabor audia nes
elestius ipsunde rsperum ipsam
a debitatur minusam eum fuga.
Itate dolessunt, seque velluptium,
et iuriber itatestium atae simus,

volorry ptatio ipiciet labor ma quator
enihiliatem num et qui dolupti. Il
experum repel mo voluptation cor
restoribus excerum cum acest fugiatia
eveliquaspis et ulloratur aute num.

TRINITY
COLLEGE LONDON
Registered Exam Centre 1234567

Website

Home Courses Student services FAQ Current students Book online Contact us

ABC
Language
School

Courses leading to Trinity College London exams

ABC Language School is a Trinity College London registered exam centre for Graded Examinations in Spoken English (GESE) and Integrated Skills in English (ISE) exams.

Ipsam a debitatur minusam eum fuga. Itate dolessunt, seque velluptium, et iuriber itatestium atae simus. Volorry ptatio ipiciet labor ma quator enihiliatem num et qui dolupti il experum repel mo voluptation cor restoribus excerum cum acest fugiatia eveliquaspis et ulloratur aute num nusant.

TRINITY
COLLEGE LONDON
Registered Exam Centre 1234567

07 References to Trinity College London and our exams

Protecting the Trinity College London brand

Any materials produced by your centre should not suggest directly or imply in any way that the centre is owned by or operates as a franchise of, or that it or its courses are accredited or validated by, Trinity College London. You may only refer to your centre as a registered exam centre and use your registered exam centre logo in relation to your centre and our exams.

In cases where we consider that materials do not comply with these brand guidelines or that they are harmful to Trinity College London generally, centres will be required to remove or destroy those materials. Failure to do so may result in your centre being de-registered.

References to Trinity College London

Please refer to our company as 'Trinity College London' or, as an abbreviation, 'Trinity', but never 'Trinity College', 'Trinity College, London', 'TCL' or 'Trinity College *London*'.

References to our exams

English language

Please ensure in the first mention of **GESE** on a page, it is spelt out in full: Graded Examinations in Spoken English.

For ISE exams, please ensure the levels are written out in roman numerals: ISE I, ISE II, ISE III and ISE IV. Please always refer to 'ISE Foundation' and never 'ISE F'.

Music

Always use '&' when referring to our Rock & Pop exams (not Rock and Pop).

Contact

If you have any questions regarding this document or how to use or implement the Trinity College London brand then please email: brand@trinitycollege.com

Registered Exam Centre Agreement: Frequently Asked Questions

CI 1.1

What do I need to do to book exams in other subject areas than those stated in my current contract?

You are only authorised to conduct the exams for which we have successfully assessed your centre's capacity and capability to run them. If you would like to add exams to those stated in your current contract, please go to our website and download an applicable form, or talk to your Trinity representative.

CI 1.2

What do I need to do to open up a new exam venue?

Trinity has an approval process in place for each venue where Trinity exams are hosted. If you need to register a new venue, please go to our website and download an application form, or talk to your Trinity representative.

CI. 1.4(iii)

How will I know what laws and regulations apply?

It is your responsibility as a Registered Exam Centre to find out what laws in your country govern your activities and to comply with them. These laws would include, for example, requirements concerning staff, candidates, and visitors' health and safety, anti-discrimination and data protection.

While Trinity sets its own standards, best practice and guidance in accordance with the law of England and Wales, please be aware that your local laws may require you to take on additional responsibilities towards your candidates.

CI 1.4(ii)

Where can I find information about Trinity's policies, operational procedures, syllabuses and regulations, information and guidance?

Information on our policies can be found in the Registered Exam Centre Handbook. Operational procedures for the administration of our exams is contained in the Best Practice Guidebook for the relevant subject.

Trinity's syllabuses, exam regulations, the dates of written exams and Trinity's policies can all be found on Trinity's website. Please check www.trinitycollege.com/examcentres for updates.

CI 1.5

What do I need to do to obtain access to Trinity's IT systems?

We will provide you with the necessary access details to our online administrative platform called 'Trinity Online' on signature of our agreement. You will be required to accept our Terms of Use when you first log onto our IT system before you can start using it.

CI. 2.2 and 2.5

Where can I find the standard terms and practical details for the scheduling of exam visits?

The procedures for booking exam visits, in particular our 'standard terms' for scheduling exam visits, are set out in the Registered Exam Centre Handbook. More detailed guidelines are also available in our Centre Best Practice Guidebook.

All exam booking fees are calculated on Trinity's assessment costs on a per candidate basis. There is no requirement for a minimum number of candidates to attend a particular exam session, but all exam sessions requiring an examiner visit are subject to a minimum booking fee.

Cl. 2.3

How will Trinity notify my centre about its fees?

Notification will be sent to your centre by the National, Area or Local Area Representative for your territory.

Will I have to pay any tax in addition to the fees payable to Trinity?

If you are based in a country where Trinity is subject to withholding tax, at our request you will withhold tax at the applicable rate prior to making any payments to Trinity.

All taxes relating to the running of your centre are payable by your centre at the applicable local rate, including: tax payable on your centre's income; business taxes; taxes and other contributions payable in relation to employees' salaries, etc. This principle is also covered under clause 5.3(iv), whereby you guarantee to Trinity that you will be solely responsible for these costs.

Cl. 3

Where can I find information about Trinity's requirements regarding Data Protection?

Trinity's Data Protection Policy can be found at www.trinitycollege.com/data-protection and sets out principles and guidance derived from the laws applicable in England. The policy sets out the minimum requirements which your centre is required to comply with when processing candidates' personal data on behalf of Trinity.

Cl. 3.1

Why am I required to sign a separate Data Transfer Agreement under Schedule 3?

A new European wide law called General Data Protection Regulation (GDPR) came into effect on 25th May 2018. It is a legal framework that sets guidelines for the collection & processing of personal information of individuals within the EU. This builds on the existing data protection legislation which has been in place since 1998 and is already embedded within Trinity's policies and procedures. The GDPR outlines 6 data protection principles. Personal data must be:

1. Processed lawfully, fairly and in a transparent manner
2. Collected for specified, explicit and legitimate purposes
3. Adequate, relevant and limited to what is necessary
4. Accurate and, where necessary, kept up to date
5. Retained only for as long as necessary
6. Processed in an appropriate manner to maintain security

How does this apply to my centre?

The transfer of personal data outside the EEA is prohibited by EU law unless appropriate protection measures have been provided. As you send personal data to us in the EU, this falls under the scope of the legislation, even if the candidates located outside the EU. To facilitate this Trinity is required to make use of some standardised wording in the form of Model Clauses, provided by the European Commission, for our partners outside the EU. Unfortunately, the requirement is for these to be used as drafted and they may not be amended, and therefore we have attached some explanatory notes.

This is a free-standing contract that supplements your existing agreement with Trinity.

Cl. 3.6

Where can we find information about Trinity's security requirements regarding the storage of exam papers and the verification of candidates' identity?

Information on Trinity's security requirements can be found in our Best Practice Guidebooks. Information about our candidate ID verification requirements can be found in the relevant policies at <https://www.trinitycollege.com/site/?id=2092>.

Cl. 3.9 and 5.2

What is the 'right of audit' requested by Trinity?

In order to ensure that it can comply with the General Conditions of Recognition, Trinity may need to access your records (for example learners' records) in order to review the quality of exam delivery at your centre. Please rest assured that this clause does not give Trinity an extended right to access your business information, unless it is relevant to the query.

Cl. 5.2

What are Ofqual's General Conditions of Recognition and how do they affect my relationship with Trinity?

Ofqual is a UK-based regulator which imposes quality assurance conditions on awarding bodies such as Trinity. Ofqual expects Trinity to maintain a high standard in the delivery of its qualifications by centres.

You can read these here: <https://www.gov.uk/guidance/ofqual-handbook>

Cl. 4.1

Where can I find Trinity's brand guidelines?

The brand guidelines will be supplied to you when you are issued with your Registered Exam Centre contract and may be updated from time to time. Please check www.trinitycollege.com/examcentres for updates.

Cl. 6.1

What is a practical example of risk management that my centre may be expected to have in place?

Having a risk management strategy in place is very important, especially if working with young children. In this instance we would expect you to have a child protection policy in place that will enable everyone working with your centre to know what to do in order to protect the safety of their learners.

Cl. 6.3

What would be considered full and comprehensive insurance?

Most centres will already have insurance in place. What we mean is, as a minimum, insurance to cover any person (candidates or persons working on your behalf) on school or centre premises against accidental injury or death.

In addition, your centre may be able to obtain insurance cover for damage suffered by itself or against third party claims made against it in relation to damage to property, negligence, misuse of intellectual property, dishonesty, breach of confidentiality, misuse of personal data, defamation, etc.

Cl. 7.1

Why is there a reference to damages for death or personal injury, damage to property, fraud, fraudulent misrepresentation, deceit or criminal acts in the contract?

We have to refer to these categories of damage in the contract because it is against the law in England to exclude liability for these categories of damage. Thus, we need to make clear that Trinity's liability for any such categories of damage would be uncapped. However, we do not expect them to happen! Apart from these categories of damages, Trinity's liability to your centre and your liability to Trinity is limited to direct losses. Any compensation in this category will be limited to an amount equal to £5,000 or the total entry fees (or minimum booking fees, if applicable) that your centre has paid to Trinity in the 12 month period prior to the breach, if higher than £5,000.

Cl. 7.3

What is the purpose of the 'indemnities' (guarantees for compensation)?

These indemnities are there to protect Trinity against any claims by your centre employees for any employment-related payments and against any infringement or theft of Trinity data, confidential information and intellectual property rights by your centre's employees or other persons acting on the centre's behalf. We don't expect that this will ever happen, but if it did, it would be your centre's responsibility.

Cl. 8

How long will this contract last for?

This contract is intended to run indefinitely unless either of us gives the other three months' notice that it wishes to terminate the agreement earlier. However, if your centre remains inactive for a period of one year, or if your centre fails to comply with our terms and conditions, this contract may also terminate prematurely.

Can I terminate the contract at any time?

Yes, your centre can terminate the contract at any time on giving Trinity three months' written notice. Similarly, if there is a force majeure event that continues for 30 days and results in the non-performance of the contract by Trinity, you can terminate the contract on giving 14 days' notice.

Cl. 8.2(ii) and 8.5

Will the contract terminate if I am prevented from providing the services to Trinity, for example, if there is a natural disaster in my region?

This clause explains that a party cannot be found at fault if it is prevented from carrying out its obligations as a result of an event that is beyond its control, unless that event lasts for more than 30 days, in which case the other party is entitled to terminate the contract at its discretion by giving 14 days' notice.

Cl. 9.1

What happens if I decide to withdraw from my exam services?

In the event of your centre wishing to stop delivering Trinity exams at any point during the contract, you can do so by giving written notice to Trinity. At this point, both Trinity and your centre have a duty to protect the interests of learners who take a Trinity qualification, so this clause provides for a transition period of three months during which we will work with you to take some appropriate steps, for example by directing learners to other centres.

Cl. 9.3(ii)

What will happen on termination?

We require that you cease using all of Trinity materials and our IT systems on expiry or termination of the contract. If any exam booking is in progress we would ask that your centre continues to take care of all remaining candidates and finish off the administration of scheduled exams. This means that if the contract is scheduled to terminate in March, and you still have candidate appeals pending in April, we would ask that you continue to liaise with us and to respond to candidate enquiries in the normal way until all outstanding matters have been dealt with.

Cl. 10.2 and 10.9

Can we change the terms of the contract after it has been signed?

The contract cannot be changed unless both parties agree to the change in writing and sign the corresponding variation document.

Cl. 10.3

What does clause 10.3 mean?

If any condition becomes invalid because of a change of law in England, or is not enforceable in a given country, this clause is designed to ensure that the remaining terms and conditions of the contract are still valid, rather than the whole contract becoming null and void.

Cl. 10.4

What are the consequences in the event of a breach of contract?

Clause 10.4 explains that damages alone may not be an effective remedy for a breach of contract. So, for example, if you were infringing Trinity's intellectual property, Trinity might seek a court order to prevent you from doing so in addition to seeking damages for the misuse.

Cl. 10.9

Why does this clause refer to an 'entire agreement'?

This clause is designed to give each party certainty over the terms of the contract — all agreed commercial and legal terms are set out clearly in the contract and replace any terms that might have been agreed prior to this. In cases where a commercial term (for example, the details of our minimum booking fees) or a particular process (for example, our scheduling processes) are set out in subordinate documentation because they may be subject to change throughout the life of the contract or would otherwise be too lengthy to set out in the contract itself, this contract will expressly refer to this, therefore giving you peace of mind that you will always be able to know the commercial basis upon which you will be dealing with Trinity. As such, you will be also able to use the contract as a reference guide, pointing out where 'living' commercial terms and working procedures can be accessed.

Cl. 10.11

Why does the English version of the contract prevail?

This clause applies where a translation of the contract has been provided by Trinity. While we have taken reasonable care to provide translations as close as possible to the original, the English version of this contract will prevail. Please also note that, as Trinity is an exam board based in England, our contract is governed by English law.

Schedule 3

What is the purpose of Schedule 3 – Data Protection Model Clauses?

In accordance with data protection laws applicable in the UK, Trinity is required to enter into a specific agreement with every data processor and data controller to whom it transfers personal data outside the European Economic Area. These 'Model Clauses' are written in a specific form under European legislation in order to protect individuals and ensure the security of data transfer. By law, they cannot be shortened or amended. Please read them carefully, complete and sign these alongside your Registered Exam Hub contract.

APPLICATION FORM TO ACCESS TRINITY ONLINE - CENTRES

These Conditions are important; you must read and understand them before signing this form below; your signature will indicate that you agree to these conditions.

Use of Trinity Online

You acknowledge that use of your registration name and password is authority for us to process the examination entry. We will act on this authority and are not obliged to make further enquiries. You agree that you will not use Trinity Online for any purpose other than examination administration and centre enquiries.

Trinity Online is available 24 hours, 365 days a year, excepting any necessary downtime to allow for maintenance of the system.

Your obligations

It is your responsibility to safeguard your password and any code given to you for the purpose of registration. You must commit your password to memory, to guard against the possibility that others may use your password to gain unauthorised access to Trinity Online. Do not store your password anywhere, in written or electronic form. When you leave your computer unattended you should log out of Trinity Online. It is your responsibility to ensure that unauthorised access is not gained to Trinity Online via your password. If any record containing your password is lost or stolen or your password becomes known to anyone other than yourself, you must immediately notify Trinity either by e-mail to IT.Help@trinitycollege.com, or by telephone on +44 (0)20 7820 6100. New registration details will be sent to you within 14 days of acknowledgement.

Personal Data

We will collect the personal data you give us in your application in order to set you up as a registered user on Trinity Online.

Your data and other personal information contained on Trinity Online will be held in a secure server environment maintained by a hosting organisation external to Trinity, with which we have agreed appropriate safeguards.

When you process personal data on Trinity Online, you must abide by our [Terms of Use](#) as well as the data processing instructions provided in our operational guidance, for example in our Best Practice Guidebooks..


Changes to Trinity Online and these Conditions

We may at any time modify, add or delete:

- Any of the Trinity Online services
- Any of these Conditions

We will give you 14 days' notice of material changes.

Trinity Online (TOL) New Account Details

Name Dr Sr Beena Jose	Job title Principal in Charge
Email address mail@vimalacollege.edu.in	REC no 69320 Centre name Vimala College (Autonomous), Thrissur, Kerala, India
Signed: Date:	









REC-IND-150921-01 - your Trinity College London centre contract

Final Audit Report

2021-10-06

Created:	2021-09-15
By:	Trinity College London (Legal Department) (legal@trinitycollege.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbTRgk__y4ccs7Mj5Au5Nesx1iKkzz6e

"REC-IND-150921-01 - your Trinity College London centre contract" History

-  Document created by Trinity College London (Legal Department) (legal@trinitycollege.com)
2021-09-15 - 14:49:30 GMT
-  Document emailed to Dr Sr Beena Jose (mail@vimalacollege.edu.in) for signature
2021-09-15 - 14:50:56 GMT
-  Email viewed by Dr Sr Beena Jose (mail@vimalacollege.edu.in)
2021-09-16 - 03:57:16 GMT- IP address: 66.249.84.102
-  Email viewed by Dr Sr Beena Jose (mail@vimalacollege.edu.in)
2021-10-06 - 03:23:01 GMT- IP address: 74.125.209.79
-  Document e-signed by Dr Sr Beena Jose (mail@vimalacollege.edu.in)
Signature Date: 2021-10-06 - 07:45:28 GMT - Time Source: server- IP address: 59.92.119.2
-  Document emailed to Trinity College London (Legal Department) (legal@trinitycollege.com) for signature
2021-10-06 - 07:45:30 GMT
-  Document e-signed by Trinity College London (Legal Department) (legal@trinitycollege.com)
Signature Date: 2021-10-06 - 08:27:05 GMT - Time Source: server- IP address: 95.147.216.178
-  Agreement completed.
2021-10-06 - 08:27:05 GMT