

Terms and Conditions: Preparation Centre Logo

The Preparation Centre Logo is a registered trademark of The Chancellor, Masters and Scholars of the University of Cambridge.

The University of Cambridge Local Examinations Syndicate ("UCLES") of 1 Hills Road, Cambridge, CB1 2EU is a department of the University of Cambridge and Cambridge Assessment English is a business unit of UCLES ("Owner")

The Preparation Centre whose details have been inserted above is the User.

BACKGROUND

(A) The Owner has permitted the User to use the Logo according to the terms set out below.

AGREED TERMS AND CONDITIONS:

Subject to these terms and conditions, the Owner hereby grants to the User a non-exclusive, non-transferable right to use the Logo on or in connection with provision of services to prepare candidates for Cambridge English Qualifications, subject to conditions set out in the Logo Guidelines, for the period of one year from receipt of the logo.

The User shall only use the Logo in accordance with the Logo Guidelines provided by the Owner

The User cannot use the Logo for any purpose or in any manner except as provided for under these Terms and Conditions and in the Logo Guidelines.

1. TITLE, GOODWILL AND REGISTRATIONS

- 1.1** The User acknowledges and agrees that the Owner is the owner of the Logo.
- 1.2** Any goodwill derived from the use of the Logo by the User shall accrue to Owner. The Owner agrees, upon request, to execute any documentation necessary to vest such goodwill in the ownership of the Owner or evidence such ownership.
- 1.3** The User shall not apply to register any trade Logo domain name or company name identical or confusingly similar to the Logo, Cambridge Assessment English or any other IP rights proprietary to the University of Cambridge for any goods or services in any country.
- 1.4** The User (i) shall not use in its business (whether digitally or physically) any other trade Logo confusingly similar to the Logo or to the Cambridge Assessment English logo and (ii) shall not use the Logo, Cambridge Assessment English logo or any word confusingly similar to the Cambridge Assessment English logo or the Logo as, or as part of, its corporate or trading name. In particular the User shall not use the name "Cambridge" in the name of its business.
- 1.5** The User shall not do anything that (i) will or may weaken or damage the reputation or goodwill associated with the Logo, or any IP right proprietary to the University of Cambridge or (ii) that may invalidate or jeopardise any registration of the Logo, the Cambridge Assessment English logo and/or and IP rights proprietary to the University of Cambridge.
- 1.6** The User shall promptly and fully notify (in writing) the Owner of any actual, threatened or suspected infringement of the Intellectual Property Rights in the Logo which comes to their attention, and of any claim by any third party coming to its

attention that infringes any rights of any third party.

- 1.7 Nothing in these Terms and Conditions shall constitute any representation or warranty that: (i) any registration comprised in the Logo is valid, (ii) any application comprised in the Logo shall proceed to grant or, if granted, shall be valid; or (iii) the exercise by the User of rights granted under these Terms and Conditions will not infringe the rights of any person.

2. ASSIGNMENT AND OTHER DEALINGS

- 2.1 The User shall not assign, transfer, sub-license, sub-contract, or deal in any other manner with the Logo. The User shall not pass the Logo to any other organisation for their use, such as a franchisee or branch, or any other organisation it has an agreement with.

3. DURATION AND TERMINATION

- 3.1 The Owner may terminate the right to use the Logo with immediate effect if the User does anything which does not comply with these Terms and Conditions, or if the User's organisation changes its status, no longer works with Cambridge or no longer exists (ie. is dissolved, becomes bankrupt or goes into liquidation).
- 3.2 The Owner shall also have the right to withdraw the Logo at any time on giving the user not less than thirty (30) days' written notice of termination.
- 3.3 If notice is given or the Logo is withdrawn, all use of the Logo by the User shall cease immediately.

4. LIABILITIES AND INDEMNITIES

- 4.1 To the fullest extent permitted by law, the Owner shall not be liable to the User for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the User's exercise of the rights granted to it under these Terms and Conditions.
- 4.2 The User shall indemnify the Owner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Owner arising out of or in connection with: (i) the User's exercise of its rights granted under these Terms and Conditions including any claim made against the Owner for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection therewith; (ii) the User's breach or negligent performance or non-performance of these Terms and Conditions, including any product liability claim relating to products bearing the Logo manufactured, supplied or put into use by the User; (iii) the enforcement of these Terms and Conditions; or (iv) any claim made against the Owner by a third party for death, personal injury or damage to property arising out of or in connection with defective products produced under this agreement, to the extent that the defect in such products is attributable to the acts or omissions of the User, its employees, agents, or subcontractors.

5. GOVERNING LAW AND JURISDICTION

- 5.1 These Terms and Conditions shall be governed by and construed in accordance with

the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.

- 5.2** If these Terms and Conditions are translated into any language, the English language version shall prevail.