

LICENCE AGREEMENT TO ADMINISTER ON-DEMAND COMPUTER BASED EXAMS

THIS LICENCE AGREEMENT IS BETWEEN

- (1) **Association of Chartered Certified Accountants**, a body incorporated by Royal Charter and registered in England and Wales under number RC000732, whose principal place of business is The Adelphi, 1-11 John Adam Street, London, WC2N 6AU, United Kingdom ("**ACCA**") and
- (2) "**Licensed Centre**"
(ACCA and Licensed Centre are each a "**Party**" and together referred to as the "**Parties**")

WHEREAS:

- (a) ACCA wishes to offer opportunity for individuals worldwide to sit computer-based exams at their convenience in respect of ACCA's accountancy learning programmes and qualifications.
- (b) Licensed Centre is desirous of working with ACCA to facilitate and administer the delivery of such computer-based exams at venues convenient to individuals.
- (c) ACCA has agreed to grant, and Licensed Centre has agreed to take a Licence to facilitate and administer the delivery of such computer-based exams at venues owned or managed by Licensed Centre on the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS and INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

1.2 Definitions:

"**ACCA**" means Association of Chartered Certified Accountants.

"**ACCA Affiliate(s)**" means individual(s) who have passed the exams in respect of ACCA qualification but not completed one or, as applicable, both the Practical Experience Requirement and the Ethics and Professional Skills Module which are conditions of eligibility for membership of ACCA.

"**ACCA Qualification**" means the professional accountancy qualification completion of which entitles individuals to be eligible for membership of ACCA.

"**ACCA's Website**" means a website owned by and copyrighted to ACCA and hosted on a server located in the United Kingdom.

"**Administration Portal**" means the secure online portal hosted in the United Kingdom which allows Licensed Centre to:

- (i) download and test the CBE operating software;
- (ii) register Student(s) to sit On-Demand CBEs and
- (iii) create unique references which enable Student(s) to sit On-Demand CBEs.

"**Administration Site**" means the premises at which administration for On-Demand CBEs takes place if such premises are different to CBE site(s).

"**Administrator**" means up to two individuals, nominated by Licensed Centre, and whose appointment as Administrator is subject to ACCA's written approval, who (i) administer the operation of Licensed Centre's activities in respect of the delivery of On-Demand CBE at CBE Site(s) and (ii) are physically present at CBE Site(s) when Student(s) are sitting On-Demand CBE at CBE Site(s) unless Administrator has been approved by ACCA to be an Invigilator and is physically present in the same room(s) as Student(s) when they are sitting On-Demand CBE at CBE Site in the capacity of Invigilator.

"**Applicable Laws**" means all applicable laws, statutes, regulations from time to time in force.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in United Kingdom.

"**CBE**" means computer-based exams developed, copyrighted to and offered by ACCA.

"**CBE Architecture and Overview Systems Requirements**" means ACCA document confirming CBE software requirements and minimum IT system requirements (as amended from time to time), and accessible in CBE Centre Lounge.

"**CBE Centre Lounge**" means sections within Administration Portal which provide information to Licensed Centre in respect of the delivery of On-Demand CBEs.

"**CBE Site(s)**" means the premises, approved by ACCA, where Licensed Centre may arrange for Students to sit On-Demand CBEs.

"**Confidential Information**" means all information including operational and commercial information where the information is (a) identified as confidential at the time of disclosure or (b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

"**Data Protection Legislation**" means the Data Protection Act 2018 and for so long as and to the extent that the law of the European Union has legal effect in the United Kingdom the General Data Protection Regulation ('GDPR') and any other directly applicable European Union regulation relating to privacy and, in addition, data protection legislation applicable to Licensed Centre.

"**Exam Fee(s)**" means the fee inclusive of Sales Tax but exclusive, if applicable, of Withholding Tax in pounds sterling (GBP) and set out in Schedule 1 which Licensed Centre shall charge Student(s).

"**Exams Co-ordinator**" means the individual, nominated by Licensed Centre and whose appointment as Exams Co-ordinator is subject to ACCA's written approval who (i) co-ordinates Licensed Centre's activities related to On-Demand CBE and (ii) is physically present at CBE Site(s) when Students are sitting On-Demand CBE at CBE Site(s) unless Exams Co-ordinator has been approved by ACCA to be an Invigilator and is physically present in the same room(s) as Student(s) when they are sitting On-Demand CBE at CBE Site in the capacity of Invigilator.

"**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation:

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) epidemic or pandemic;
- (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (iv) nuclear, chemical or biological contamination or sonic boom;
- (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (vi) collapse of buildings, fire, explosion or accident;
- (vii) any labour or trade dispute, strikes, industrial action or lockouts
- (viii) non-performance by suppliers or subcontractors and
- (ix) interruption or failure of utility service.

"**Foundations in Accountancy**" means the award of certificates, diplomas and the revised Certified Accounting Technician (CAT) Qualification.

"**Information Sheet**" means an ACCA document (as amended from time to time) and accessible in the CBE Centre Lounge which contains rules about the conduct of Students during CBEs.

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information

(including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Invigilator(s)" means individuals nominated by Licensed Centre (and may include the individuals who have been approved by ACCA to be Administrator or Exams Co-ordinator) and whose appointment as Invigilator(s) is subject to ACCA's written approval to invigilate On-Demand CBE at CBE Site(s).

"Licence" means the non-exclusive licence granted by ACCA to Licensed Centre to facilitate and administer On-Demand CBEs in accordance with the terms of this Agreement.

"Licensed Centre" means the name and address of the natural person, corporate or unincorporated body (whether or not having a separate legal personality) which is granted a Licence or, as applicable, Renewal Licence by ACCA.

"Licence Fee" means the fee inclusive of Sales Tax but exclusive, if applicable, of Withholding Tax in pounds sterling (GBP) which is payable by Licensed Centre to ACCA in respect of Licence and set out in Schedule 2.

"Licence Period" means a maximum of one year starting on 1 April 2022 and ending on 31 March 2023 or, as applicable, a period of less than one year starting after 1 April 2022 and ending on 31 March 2023.

"MyACCA" means the secure online portal hosted on ACCA's website which enables Licensed Centre to receive invoices and make payments in respect of Exam Fee(s), Licence Fee or, as applicable, Renewal Licence Fee and to communicate with ACCA in respect of its administration of CBE Site(s) and to nominate individuals as On-Demand CBE Personnel.

"On-Demand CBEs" means the following CBEs available to Student(s) as and when demanded in relation to:

(i) Foundations in Accountancy qualification as listed below:

- FA1 Recording Financial Transactions,
- MA1 Management Information,
- FA2 Maintaining Financial Records,
- MA2 Managing Costs and Finance,
- FBT Business and Technology,
- FMA Management Accounting, and
- FFA Financial Accounting

and

(ii) ACCA Qualification as listed below:

- Business and Technology (BT),
- Management Accounting (MA),
- Financial Accounting (FA),
- Corporate and Business Law (LW) – ENG and GLO.

"On-Demand CBE Invigilator Guidelines" means ACCA document (as amended from time to time) and accessible in CBE Centre Lounge which requires the allocation of a minimum of 1 Invigilator per 20 Students sitting On-Demand CBEs or, as applicable, the allocation of a minimum of 1 Invigilator per room where more than one room is in use for Student(s) sitting On-Demand CBEs.

"On-Demand CBE Personnel" means Exams Co-Ordinator, Administrator, and Invigilator(s).

"Renewal Licence" means the non-exclusive licence granted by ACCA to Licensed Centre to facilitate and administer On-Demand CBEs for Renewal Licence Period, in accordance with the terms of this Agreement and the terms of the separate agreement that shall apply as at 1 April in each year during Renewal Licence Period.

"Renewal Licence Fee" means the fee inclusive of Sales Tax but exclusive, if applicable, of Withholding Tax in pounds sterling (GBP) which is payable by Licensed Centre to ACCA in respect of Renewal Licence and set out in Schedule 2.

"Renewal Licence Period" means Licence Period plus an extended duration of either (i) two years ending on 31 March 2025 or (ii) four years ending on 31 March 2027.

"RRP" means the Recommended Retail Price which is the maximum amount that Licensed Centre shall be permitted to charge Student(s) and which equates to a 30% uplift of Exam Fee(s).

"Sales Tax" means Value Added Tax, Goods and Services Tax or such similar tax on sales transactions as may be imposed from time to time by a relevant Taxation Authority.

"Student(s)" means individuals who have registered to sit On-Demand CBEs at CBE Site(s).

"Taxation Authority" means any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect tax either in the United Kingdom, the jurisdiction of Licensed Centre or elsewhere as appropriate.

"User Guide" means the ACCA manual (as amended from time to time) in respect of guidelines for the administration and delivery of On-Demand CBE, accessible in the CBE Centre Lounge.

"Withholding Tax" means any amount of tax or impost, excluding Sales Tax, which Licensed Centre is required to deduct from a payment to ACCA and to account for that amount deducted to the relevant Taxation Authority.

- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.

2 COMMENCEMENT AND DURATION

- 2.1 The grant of Licence is conditional on Licensed Centre's compliance with clause 3.1. This Agreement in relation to the grant of Licence shall commence from the date of grant of a Licence and shall, subject to clause 3.6, continue for the Licence Period unless otherwise terminated or suspended in accordance with the terms of this Agreement.
- 2.2 The grant of Renewal Licence is conditional on Licensed Centre's compliance with clause 3.2. This Agreement in relation to the grant of a Renewal Licence shall commence from the date of grant of Renewal Licence and shall continue, subject to clause 3.6, for Renewal Licence Period unless otherwise terminated or suspended in accordance with the terms of this Agreement.

3 LICENCE

- 3.1 Subject to clause 3.2, ACCA hereby grants a Licence for Licence Period upon receipt of Licence Fee and Licensed Centre's acceptance of CBE Architecture and Overview Systems Requirements and On-Demand CBE Invigilator Guidelines.
- 3.2 ACCA shall grant a Renewal Licence upon receipt of Renewal Licence Fee and Licensed Centre's acceptance of:
 - 3.2.1 CBE Architecture and Overview Systems Requirements and On-Demand CBE Invigilator Guidelines
and
 - 3.2.2 the terms and conditions of the Licence agreement that shall apply as at 1 April of each year of Renewal Licence Period.
- 3.3 Subject to clause 3.4, Licence or, as applicable, Renewal Licence is granted, solely for Licensed Centre's use as permitted under the terms of this Agreement.
- 3.4 Licensed Centre shall not, without the prior written consent of ACCA, transfer, assign or novate at law or in equity, or sub-licence this Agreement or any rights under this Agreement, or sub-contract any or all of its obligations under this Agreement, or purport to do the same. Any purported transfer, assignment, novation, sub-licence or sub-contract in breach of this Agreement shall confer no rights on the purported transferee, assignee, sub-licensee or sub-contractor (as the case may be). Provided that Licensed Centre provides written guarantee to ACCA on the performance of obligations under this Agreement by the third-party transferee by way of an assignment or a novation, ACCA may still decide, at its own discretion, whether or not to grant consent to such assignment or novation. Before the effective date of such assignment or novation, Licensed Centre shall continue to be liable for their failure to perform the obligations under this Agreement.
- 3.5 The addition or removal of CBE Site(s) in respect of Licence, or applicable, Renewal Licence must be approved by ACCA in writing in advance.
- 3.6 Notwithstanding Licence Period or, as applicable, Renewal Licence Period, provided herein and anything herein to the contrary, Licensed Centre's obligations to pay Licence Fee or, as applicable, Renewal Licence Fee and Exam Fee(s) shall not expire until all such amounts have been duly paid by Licensed Centre.
- 3.7 The Parties agree to observe and perform the obligations contained in this Agreement.
- 3.8 Nothing in this Agreement shall affect ACCA's right to alter or change the operation of On-Demand CBEs.

4 LICENSED CENTRE'S GENERAL OBLIGATIONS TO ADMINISTER ON-DEMAND CBES

- 4.1 In respect of its general obligations to administer On-Demand CBES, the Licensed Centre shall:
- 4.1.1 facilitate and administer the delivery of On-Demand CBE in accordance with User Guide, CBE Architecture and Overview Systems Requirements, On-Demand CBE Invigilator Guidelines and all other relevant manuals and guidelines issued by ACCA (as amended from time to time) and communicated to Licensed Centre in CBE Centre Lounge;
 - 4.1.2 provide Student(s) with Information Sheet when they register for On-Demand CBE;
 - 4.1.3 keep content of On-Demand CBE secure at all times and to notify ACCA immediately if they become aware of any breach of the obligation in this clause 4.1.3;
 - 4.1.4 ensure usernames and passwords of On-Demand CBE Personnel and Confidential Information provided by ACCA are held securely;
 - 4.1.5 nominate individuals for approval by ACCA as On-Demand CBE Personnel;
 - 4.1.6 notify ACCA via MyACCA within seven days if there is a change to their registered office, principal place of business or On-Demand CBE Personnel and their contact details during Licence Period or, as applicable, Renewal Licence Period;
 - 4.1.7 notify ACCA via MyACCA if Administration Site changes, at least seven days in advance of the change;
 - 4.1.8 if CBE Site(s) are not owned by Licensed Centre, ensure that there are written agreement(s) in place between Licensed Centre and the owner of CBE Site(s) in respect of Licence Period or, as applicable, Renewal Licence Period;
 - 4.1.9 maintain the level of computer hardware and technical IT support set out in CBE Architecture and Overview Systems Requirements for Licence Period or, as applicable, Renewal Licence Period;
 - 4.1.10 obtain the appropriate licences in relation to any third party's Intellectual Property Rights (Third Party Licences) required to perform their obligations under this Agreement;
 - 4.1.11 not nominate ACCA Affiliate(s) nor individuals studying for ACCA Qualification or Foundations in Accountancy to be appointed as On-Demand CBE Personnel;
 - 4.1.12 inform ACCA immediately of matter(s) which may prevent or hinder the delivery of On-Demand CBE by Licensed Centre;
 - 4.1.13 comply with the conditions and the requests of ACCA or regulatory bodies for the purpose of their regulation of On-Demand CBEs and the award of Foundations in Accountancy and ACCA Qualification.
 - 4.1.14 observe Applicable Laws not limited to relevant laws, regulations, codes and sanctions in respect of anti-bribery (including but not limited to the Bribery Act 2010), anti-corruption, anti-money laundering and modern slavery.
- 4.2 Without prejudice to clause 4.1, and in respect of their other responsibilities to administer On-Demand CBES, Licensed Centre shall:
- 4.2.1 deliver training to Invigilator(s) in accordance with On-Demand CBE Invigilator Guidelines and discharge the costs of the delivery of such training.
 - 4.2.2 be responsible for the payment of the costs and expenses incurred by Invigilator(s) at CBE Site(s).
 - 4.2.3 not permit Invigilator(s) to invigilate at CBE Site(s) unless they have completed training in respect of their duties as set out in On-Demand CBE Invigilator Guidelines.
 - 4.2.4 comply with On-Demand CBE Invigilator Guidelines when Student(s) are sitting On-Demand CBE at CBE Site(s).
- 4.3 If Licensed Centre is at risk of an allegation or claim for infringement of any Intellectual Property Rights, they shall notify ACCA immediately and cease any activity which gives rise to the alleged infringement. Licensed Centre, at their expense, may secure for itself a right of continued use, or modify, or replace the hardware or software so that it is no longer infringing, provided that the modification or replacement does not materially affect their performance under this Agreement.

5 LICENSED CENTRE'S OBLIGATIONS TO INVIGILATE ON-DEMAND CBE

- 5.1 Without prejudice to their obligations in clause 4.2 Licensed Centre shall have a duty to arrange for:
- 5.1.1 the relevant number of Invigilators, in accordance with On-Demand CBE Invigilator Guidelines, to be physically present in the same room(s) as Student(s) when they are sitting On-Demand CBE at CBE site(s);
 - 5.1.2 either the Exams Co-Ordinator (unless approved by ACCA to be Invigilator) or the Administrator (unless approved by ACCA to be Invigilator) to be physically present at CBE Site(s) when Student(s) are sitting On-Demand CBE at CBE site(s);
 - 5.1.3 Invigilators to observe Students' compliance with Information Sheet.
- 5.2 For the purpose of satisfying On-Demand CBE Invigilator Guidelines, ACCA reserves the right to appoint the relevant number of Invigilators if the individuals nominated by Licensed Centre to be Invigilators are not approved by ACCA.

6 CHARGES AND PAYMENTS

- 6.1 In consideration of the grant of Licence or, as applicable, Renewal Licence, Licensed Centre shall:
- 6.1.1 pay the applicable Licence Fee or, as applicable, Renewal Licence Fee set out in Schedule 2 within 30 days of the date of the relevant invoice(s) issued to Licensed Centre on MyACCA;
 - 6.1.2 charge to and collect from Student(s) Exam Fee(s) set out in Schedule 1 or, at Licensed Centre's discretion, such amount(s) which are in excess of the Exam Fee(s) in Schedule 1 but which do not exceed RRP.
- 6.2 In respect of clause 6.1.2, Licensed Centre shall remit Exams Fees in arrears to ACCA on a monthly basis and within 30 days of the date of the relevant invoice(s) issued to Licensed Centre on MyACCA.
- 6.3 Invoices pursuant to clause 6.2 shall be issued on the 1st Business Day of each month of Licence Period or, as applicable, Renewal Licence Period.
- 6.4 Licensed Centre's payments to ACCA shall be in pounds sterling (GBP).
- 6.5 Notwithstanding clauses 6.1.1 and 6.2, if any amount to be paid to ACCA is subject to further deductions or withholdings for any present or future taxes, levies, duties, fees, deductions, charges, withholdings, or liabilities imposed by a governmental, local or state agency or Taxation Authority other than those contemplated by and included in this Agreement, Licensed Centre shall pay an additional amount to ACCA as is necessary to ensure that the amount received by ACCA after such deduction or withholdings shall equal the full amount stated in the invoice(s) issued to Licensed Centre.

7 STUDENT COMPLAINTS

- 7.1 Licensed Centre shall have in place a written complaints policy to confirm that Licensed Centre is responsible for, unless otherwise provided in clause 7.2, the receipt and responses to complaints from Student(s) in relation to:
- 7.1.1 Licensed Centre's non-compliance with On-Demand CBE Invigilator Guidelines;
 - 7.1.2 Licensed Centre's non-compliance with clause 5.1.3
 - 7.1.3 Student(s) ability to sit On-Demand CBEs at CBE Site(s);
 - 7.1.4 the environment or conditions of CBE Site(s) whilst Student(s) are sitting On-Demand CBEs at CBE Site(s);
 - 7.1.5 the administration, scheduling, cancellation and delivery of On-Demand CBEs at CBE Site(s) and
 - 7.1.6 Licensed Centre's non-compliance with the CBE Architecture and Overview Systems Requirements,
- 7.2 Complaint(s) from Student(s) in respect of matters in clauses 7.1.1 and 7.1.2 Licensed Centre shall be referred to ACCA for investigation and resolution.
- 7.3 Licensed Centre shall include in their written complaints policy the arrangements to resolve complaints at Licensed Centre's cost and these shall include:
- 7.3.1 a refund of Exam Fee(s) paid by Student(s) where On-Demand CBEs have been cancelled, rescheduled or otherwise not delivered by Licensed Centre;
 - 7.3.2 resolution of complaint(s) at Licensed Centre's cost (inclusive of any costs incurred by ACCA).
- 7.4 Licensed Centre shall make its written complaints policy accessible to Students when requested, available for inspection at CBE Site(s) and available to ACCA on request.
- 7.5 Save as provided in clause 7.2, clause 7 shall not permit Licensed Centre to refer complaints from Student(s) to ACCA.

8 SUSPENSION OF LICENCE (OR RENEWAL LICENCE)

- 8.1 If ACCA considers there are circumstances which may result in suspension of Licensed Centre's Licence or, as applicable, Renewal Licence, Licensed Centre shall respond to relevant questions raised by ACCA or further investigation (if any) undertaken by ACCA.
- 8.2 ACCA may, subject to clauses 8.3 and 8.4, suspend Licensed Centre's Licence or, as applicable, Renewal Licence, for any such period that ACCA considers to be appropriate.
- 8.3 Pursuant to clause 8.1, ACCA's reasons for suspension of Licence or, as applicable, Renewal Licence include but are not limited to:
- 8.3.1 failure by Licensed Centre to facilitate and administer delivery of On-Demand CBE in accordance with User Guide, CBE Architecture and Overview Systems Requirements, On-Demand CBE Invigilator Guidelines and all other relevant manuals and guidelines issued by ACCA;
- 8.3.2 failure by Licensed Centre to keep On-Demand CBE content secure;
- 8.3.3 failure by Licensed Centre to provide written notification to ACCA of changes in respect of On-Demand CBE Personnel;
- 8.3.4 Licensed Centre charging Student(s) in excess of RRP;
- 8.3.5 failure by Licensed Centre to apply discounts to Exam Fee(s) payable by Student(s) to Licensed Centre where ACCA has granted such discounts;
- 8.3.6 individuals other than On-Demand CBE Personnel being permitted by Licensed Centre to access CBE Centre Lounge, MyACCA, Administration Portal or to administer the delivery of On-Demand CBEs;
- 8.3.7 complaint(s) from Student(s), pursuant to clause 7.2, being upheld by ACCA;
- 8.3.8 failure by Licensed Centre to pay any amounts due and payable to ACCA within 30 days of the date of relevant invoices;
- 8.3.9 failure by Licensed Centre to upload Student(s) On-Demand CBE results immediately after On-Demand CBE session;
- 8.3.10 a period during which complaint(s), pursuant to clause 7.2, are being investigated by ACCA;
- 8.3.11 Licensed Centre's failure to keep content of On-Demand CBE secure and confidential;
- 8.3.12 any actions or omissions by Licensed Centre or reputation associated with ACCA that are deemed by ACCA to conflict with, or are detrimental to, the interests of ACCA or Student(s) or in any way impair the goodwill, good name or reputation associated with ACCA.
- 8.3.13 failure by Licensed Centre to comply with clauses 4.1.8, 4.1.10, 4.1.12 or 4.3.
- 8.4 Following the conclusion of ACCA's enquiries or investigation (if any) in clause 8.1, ACCA shall give written notice to Licensed Centre of a decision to suspend Licence or, as applicable, Renewal Licence together with the reasons for such suspension.
- 8.5 ACCA's decision to suspend Licence or, as applicable, Renewal Licence shall be final and Licensed Centre has no right of appeal from any such decision.
- 8.6 Where Licence or, as applicable, Renewal Licence, is suspended, Licensed Centre shall not be entitled to a refund, in part or in total, of Licence Fee or, as applicable, Renewal Licence Fee, Exam Fee(s) or any other monies paid to ACCA.

9 REVOCATION OF SUSPENSION OF LICENCE (OR RENEWAL LICENCE)

- 9.1 ACCA may, at its absolute discretion, revoke a suspension of Licence or, as applicable, Renewal Licence.
- 9.2 ACCA reserves the right to impose, at its sole discretion, conditions on Licensed Centre in respect of revoking a suspension of Licence or, as applicable, Renewal Licence. ACCA shall inform Licensed Centre in writing of any such conditions.
- 9.3 Without prejudice to clause 9.1, ACCA may revoke the suspension of Licence or, as applicable, Renewal Licence if, the reasons for suspension of Licence or, as applicable, Renewal Licence no longer exist.

10 TERMINATION

- 10.1 ACCA may give written notice to Licensed Centre to terminate this Agreement forthwith if:
- 10.1.1 Licensed Centre, in the opinion of ACCA, misuses or permits or impairs the goodwill, good name or reputation associated with ACCA;
- 10.1.2 Licensed Centre purports to effect any sub-licence, transfer, assignment or novation of any of the rights of this Agreement, other than in accordance with the terms of this Agreement;
- 10.1.3 Licensed Centre fails to obtain any prior approval or consent required under the terms of this Agreement;

- 10.1.4 Licensed Centre or representative, employee or agent of Licensed Centre gives ACCA false or misleading information or makes any misrepresentation in connection with this Agreement;
- 10.1.5 a material change occurs in the management, ownership or control of Licensed Centre or CBE Site(s) or
- 10.1.6 Licensed Centre commits a material or persistent breach of this Agreement and, in the case of a material breach capable of remedy, fails to remedy such breach within 30 days of written notice from ACCA;
- 10.2 Subsequent to a Force Majeure Event, either Party may give written notice in accordance with the provisions of clause 16.3 to terminate this Agreement forthwith.
- 10.3 This Agreement shall automatically terminate without notice being given to Licensed Centre if Licensed Centre ceases to carry on its activities, becomes insolvent by reason of its inability to pay its debts as they fall due or enters into liquidation, either voluntarily or compulsorily for the purposes of a reconstruction or amalgamation or makes any arrangements or composition with its creditors or shall have a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of a debt.
- 10.4 Without prejudice to any other provisions in this Agreement, ACCA shall have the right at any time and for any reason to terminate this Agreement by giving Licensed Centre 30 days' written notice of termination.

11 CONSEQUENCES OF TERMINATION

- 11.1 Termination of this Agreement shall be without prejudice to the continuing enforceability thereafter of any Party's obligations.
- 11.2 Where Licence or, as applicable, Renewal Licence, is terminated, Licensed Centre shall not be entitled to administer or facilitate the delivery of On-Demand CBE at CBE Site(s) or hold itself out as being licensed by ACCA to administer or facilitate the delivery of On-Demand CBE.
- 11.3 Where Licence or, as applicable, Renewal Licence is terminated, Licensed Centre shall not be entitled to a refund, in part or in total, of Licence Fee or, as applicable Renewal Licence Fee, Exam Fee(s) or any other monies paid to ACCA under the terms of this Agreement.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 In relation to the content of On-Demand CBE and CBE software, the Intellectual Property Rights belongs to ACCA and licensors, if any, who have permitted ACCA to use their work. None of these may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any information storage or retrieval system without the prior written permission of ACCA and, where appropriate, the copyright owner, save for the proper administration and delivery of On-Demand CBE.
- 12.2 ACCA grants Licensed Centre a non-exclusive, royalty free, non-transferable licence to use the content of On-Demand CBE and the CBE software for the term of this Agreement.
- 12.3 Nothing in this Agreement entitles Licensed Centre to use or authorise the use of ACCA's trademark and/or logo or to gain any proprietary rights in ACCA's trademark and/or logo, except as expressly provided.
- 12.4 Licensed Centre shall indemnify and keep ACCA indemnified from or against any and all loss, damage, legal fees and costs incurred and any claims made against them for any breach or unauthorised use of ACCA's trademark and/or logo by Licensed Centre, its representatives, employees or agents.

13 DATA PROTECTION

- 13.1 Both Parties shall comply with all applicable requirements of Data Protection Legislation.
- 13.2 Licensed Centre shall process Student personal data only for purposes necessary for the proper administration and delivery of On-Demand CBE at CBE Site(s).
- 13.3 Where Licensed Centre is to act as a processor entity in respect of personal data received from ACCA acting as a Controller Entity ("Controller Personal Data"), Licensed Centre undertakes to ACCA that it shall:
- 13.3.1 comply with the Data Protection Legislation in the processing of Controller Personal Data;
- 13.3.2 except as required to do so by the mandatory requirements of law or regulation, it shall process the Controller Personal Data only on behalf of ACCA and in compliance with ACCA's instructions;
- 13.3.3 it shall have in place appropriate technical and organisational security measures to protect the Controller Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. The technical and organisational security measures shall provide a level of security appropriate to the risk represented by the processing and the nature of the personal data to be protected;

- 13.3.4 take reasonable steps to ensure that individuals who may have access to or Process Controller Personal Data are subject to appropriate written contractual obligations of confidentiality in respect of the Controller Personal Data;
- 13.3.5 notify ACCA without undue delay on becoming aware of a Personal Data breach or communication which relates to the ACCA's or The Licensed Centre's compliance with the Data Protection Legislation and
- 13.3.6 assist ACCA in ensuring compliance with ACCA's obligations in so far as applicable to the agreement under the data protection legislation concerning:
- (a) the security of processing;
 - (b) notification of a Personal Data Breach to the Supervisory Authority and
 - (c) communication of a personal data breach to the data subject
- 13.3.7 ensure that it complies with ACCA's privacy policy and data retention policy, which may be updated from time to time, the latest copies of which are available via the following URL: <https://www.accaglobal.com/uk/en/footer/toolbar/privacy/data-protection.html>

14 CONFIDENTIALITY

- 14.1 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 14.2 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.
- 14.3 The obligations set out in this Clause 14 shall not apply to Confidential Information which the receiving party can demonstrate:
- 14.3.1 is or has become publicly known other than through breach of this Clause 14;
 - 14.3.2 was in possession of the receiving party prior to disclosure by the other party;
 - 14.3.3 was received by the receiving party from an independent third party who has full right of disclosure; or
 - 14.3.4 was required to be disclosed by government or Taxation Authority, provided that the party subject to such requirement to disclose gives the other party prompt written notice of the requirement.
- 14.4 The obligations of confidentiality in this Clause 14 shall continue for 3 years after the expiry or termination of this agreement.

15 EXCLUSION OF LIABILITY AND INDEMNITY

- 15.1 Licensed Centre shall indemnify and keep ACCA indemnified 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 ACCA arising out of, or in connection with, the acts, omissions, neglect or default of Licensed Centre, its employees, or agents in the performance of this Agreement.
- 15.2 Pursuant to clause 4.3, Licensed Centre shall indemnify and hold harmless ACCA against all claims, proceedings, legal expenses and costs incurred by ACCA due to an infringement of any third party's Intellectual Property Rights arising through the performance of its obligations under this Agreement.
- 15.3 The parties agree that ACCA shall not be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of Licence or, as applicable, Renewal Licence regardless of the form of action.

16 FORCE MAJEURE

- 16.1 Provided it has complied with clause 16.2, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event ("Affected Party"), Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.2 The Affected Party shall:
- 16.2.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
 - 16.2.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

- 16.3 If the Force Majeure Event prevents, hinders or delays Affected Party's performance of its obligations for a continuous period of more than 8 weeks, the party not affected by the Force Majeure Event may terminate this agreement immediately by giving written notice to the Affected Party.

17 NON-EXCLUSIVITY

- 17.1 The Parties agree that Licensed Centre does not have a sole or exclusive Licence to facilitate and administer the delivery of On-Demand CBE. ACCA reserves the right to or enter into agreements with third parties to administer delivery of On-Demand CBE. enter into agreements with other licensed centres to facilitate and administer the delivery of On-Demand CBE.

18 VARIATION

- 18.1 This Agreement may only be amended, altered or varied with the mutual written consent of the Parties. Except as expressly provided, no amendment, alteration or variation of this Agreement, or any of its terms, shall have any effect unless made in writing and signed by all Parties.

19 THE ENTIRE AGREEMENT

- 19.1 This Agreement and the documents referred to in it constitute the whole Agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements save where such agreements relate to a Renewal Licence.

20 WAIVER

- 20.1 The waiver by any Party of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of any Party to exercise or avail itself of any right power or privilege that it has or may have under this Agreement operate as a waiver of any breach or default by any Party.

21 NO PARTNERSHIP

- 21.1 None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties and the Parties shall not have any authority to bind each other to third parties in any way.

22 THIRD PARTY RIGHTS

- 22.1 None of the provisions of this Agreement are intended or shall operate to confer any right or benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a Party to this Agreement.

23 NOTICES

- 23.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 23.1.1 delivered by person, by courier or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 23.1.2 sent by email to cbe@accaglobal.com in respect of the ACCA and by email to the Exams Coordinator in respect of Licensed Centre.
- 23.2 Any notice or communication shall be deemed to have been received:
- 23.2.1 if delivered by hand, on signature of a delivery receipt;
 - 23.2.2 if sent by courier, pre-paid first-class post or other next Business Day delivery service, on the second Business Day after posting and
 - 23.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

24 SEVERANCE

- 24.1 If any of these terms are determined to be illegal, invalid otherwise unenforceable by reason of the law of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

25 GOVERNING LAW

- 25.1 This Agreement shall be governed by and construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English courts.

Schedule 1

EXAM FEES FOR ON-DEMAND CBES SET BY ACCA FOR 1 APRIL 2022 – 31 MARCH 2023		
Licensed Centre delivering On-Demand CBEs in below countries; Price band A	On-Demand CBE exams for Foundations in Accountancy (FIA)	Price (GBP) inclusive of Sales Tax but exclusive of any applicable Withholding Tax
Canada, China, Hong Kong, Ireland, Macau, SAR of China, Singapore, UK	FA1 Recording Financial Transactions	61
	MA1 Management Information	
	FA2 Maintaining Financial Records	
	MA2 Managing Costs and Finance	
	FBT Business and Technology	89
	FMA Management Accounting	
	FFA Financial Accounting	
	On-Demand CBE exams for ACCA Qualification	Price (GBP) inclusive of Sales Tax but exclusive of any applicable Withholding Tax
	Business and Technology (BT)	89
	Management Accounting (MA)	
Financial Accounting (FA)		
Corporate and Business Law (LW) – ENG and GLO	101	
Licensed Centre delivering On-Demand CBEs in below countries; Price band B	On-Demand CBE exams for Foundations in Accountancy (FIA)	Price (GBP) inclusive of Sales Tax but exclusive of any applicable Withholding Tax
Countries not included in price bands A or C	FA1 Recording Financial Transactions	53
	MA1 Management Information	
	FA2 Maintaining Financial Records	
	MA2 Managing Costs and Finance	
	FBT Business and Technology	77
	FMA Management Accounting	
	FFA Financial Accounting	
	On-Demand CBE exams for ACCA Qualification	Price (GBP) inclusive of Sales Tax but exclusive of any applicable Withholding Tax
	Business and Technology (BT)	77
	Management Accounting (MA)	
Financial Accounting (FA)		
Corporate and Business Law (LW) – ENG and GLO	94	
Licensed Centre delivering On-Demand CBEs in below countries; Price band C	On-Demand CBE exams for Foundations in Accountancy (FIA)	Price (GBP) inclusive of Sales Tax but exclusive of any applicable Withholding Tax
Afghanistan, Bangladesh, Egypt, India, Iran, Malawi, Maldives, Myanmar, Nigeria, Pakistan, Sierra Leone, Sri Lanka, Zimbabwe	FA1 Recording Financial Transactions	50
	MA1 Management Information	
	FA2 Maintaining Financial Records	
	MA2 Managing Costs and Finance	
	FBT Business and Technology	74
	FMA Management Accounting	
	FFA Financial Accounting	
	On-Demand CBE exams for ACCA Qualification	Price (GBP) inclusive of Sales Tax but exclusive of any applicable Withholding Tax
	Business and Technology (BT)	74
	Management Accounting (MA)	
Financial Accounting (FA)		
Corporate and Business Law (LW) – ENG and GLO	91	

Schedule 2

LICENCE FEE (GBP) INCLUSIVE OF SALES TAX BUT EXCLUSIVE ANY APPLICABLE WITHHOLDING TAX			
Month/Quarter during which Licence/Renewal Licence is granted	Licence Period	Renewal Licence Period, ending on 31 March 2025	Renewal Licence Period, ending on 31 March 2027
April – June (Quarter 1)	500	1,500	2,500
July – September (Quarter 2)	375	1,375	2,375
October – December (Quarter 3)	250	1,250	2,250
January – March (Quarter 4)	125	1,125	2,125