

Dr. Martin Pollio
Superintendent
Jefferson County Public Schools
VanHoose Education Center
3332 Newburg Rd
Louisville, KY 40218

November 14, 2022

Dear Dr. Pollio,

Confirmation of decision to offer Cambridge International Programmes

We are delighted that your District has decided to offer Cambridge programmes and that schools within your school district will soon join our global network of Cambridge schools offering Cambridge education programmes.

This letter does not confer upon any school within your district approval to offer Cambridge programmes. Rather, a school within your district will become Cambridge school authorized to offer designated Cambridge programmes (a "Cambridge International School") once it has gone through our school approval process.

Each Cambridge International School may offer from time to time any Qualification (as that term is defined in the enclosed Cambridge Standard Terms of School Registration) then offered by Cambridge.

Our mission is to support excellence and learning in schools and in professional development, and to work in partnership with you and your schools to deliver the best education possible to your learners.

The assessment and other services we will provide to the District will be in accordance with the Cambridge Standard Terms of School Registration which are enclosed, and which supersede any prior version by which your District or any school within your District may previously have been bound. Signing and returning this letter therefore forms a contract between the Chancellor, Masters and Scholars of the University of Cambridge, acting through its department Cambridge University Press & Assessment ("Cambridge") and your District.

The arrangements between Cambridge and the District will always be governed by the latest version of the standard terms that we have sent to the District. Cambridge may update the standard terms without requiring agreement of the District and any updates shall have effect when they are deemed to have been received by the school.

We'd like to highlight that registration as a Cambridge International School requires the District's continued adherence to all applicable laws, including but not limited to all federal, state and local laws of a governmental nature in the region that your schools are located.

Please be aware that the *Cambridge Handbook* forms part of this agreement and is available on our public website

By signing the letter, you confirm that you are authorised to bind Jefferson County Public Schools, have read and accepted the enclosed Cambridge Standard Terms of School Registration, and that Jefferson County Public Schools is bound by thereby.

Yours sincerely

Thomas Kendon
Deputy Director, International Network

Authorised signatory for and on behalf of Jefferson County Public Schools

Signatory:

Name:..... *DR. MARK POLLIO*

Position in the District:..... *SUPERINTENDENT*

Signature:.....

Date:...../...../20.....

Cambridge Standard Terms of School Registration

1 Length of Agreement

- 1.1 The agreement between the District with respect to the School and Cambridge (the “**Agreement**”) will come into effect on the Commencement Date. It is understood that any rights or privileges granted under this Agreement are granted to the District solely with respect to the School, and not with respect to any other schools or facilities administered, controlled or owned by the District.
- 1.2 The Agreement will continue until and including the first 30th of September after the Commencement Date (the “**Initial Term**”) whereupon, subject to Clause 1.4, it shall continue thereafter for a further period of twelve (12) months from the 1st of October in that and each subsequent year, unless terminated earlier in accordance with Clause 12. Each subsequent year following the Initial Term shall constitute a separate term (the “**Extended Term**”) and separate agreement. In no event may this Agreement be extended beyond the maximum term, if any, permitted for contracts of this type under applicable law.
- 1.3 Cambridge may, at its sole discretion, issue new Cambridge Standard Terms of School Registration at the commencement of each Extended

Term, which shall become the governing terms of this Agreement. The District shall be entitled to reject the new Agreement by written notice to Cambridge within thirty (30) days of the date of publication of such new Cambridge Standard Terms of School Registration, and this Agreement shall terminate immediately upon receipt of such notice. Should Cambridge not receive any such written notice within thirty (30) days of the date of publication of such new Cambridge Standard Terms of School Registration, the new amendments shall be deemed accepted.

- 1.4 For the avoidance of doubt, if a School fails to meet the registration quality standards for a School, as may be defined by Cambridge from time to time, Cambridge may at its discretion choose either (a) withdraw registration from the School not meeting quality standards, while continuing registration for any other School within the District that continues to meet quality standards, all without terminating this Agreement (b) not to renew this Agreement at the inception of each renewal or (c) to terminate this Agreement earlier in accordance with Clause 12.
- 1.5 This Agreement contains the entire agreement between the District and Cambridge and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, and the provisions of the following documents, as may be amended from time to time without notice, are hereby fully incorporated into and form part of the Agreement: terms of this Agreement (the “**Terms**”) are the terms contained in this document as well as the terms contained in the following documents, as amended from time to time by Cambridge:
 - 1.5.1 the Handbook;
 - 1.5.2 the Letter of Approval and any addenda or annexes thereto;
 - 1.5.3 the relevant Fees List; and,
 - 1.5.4 such other regulations, policies, and notices as issued by Cambridge from time to time.
- 1.6 If for any reason Cambridge has not issued the District with any of the documents listed in Clause 1.5, the District must contact Cambridge immediately for a replacement.
- 1.7 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 1.8 These standard terms will be interpreted in accordance with Clause 18.

2 Obligations of the District

- 2.1 The District confirms it has received, read and understood the materials listed in Clause 1.5 prior to the Agreement being formed.
- 2.2 The District represents and warrants to Cambridge that (a) it has provided to Cambridge all available written materials and guidance regarding procurement policies applicable to the District, and (b) it has complied with requirements and procedures to be complied with or performed by the District related to procurement and in particular related to competitive bidding and exemptions thereto.
- 2.3 The District will:
 - 2.3.1 carry out its obligations as set out in the Agreement, including all documents referred to in Clause 1.5, and in particular will carry out the duties of a Centre, with respect to the School, as set out in the Handbook;
 - 2.3.2 hold and administer the Syllabuses and Assessments at the School's Premises in accordance with the Agreement and in particular, the Handbook;
 - 2.3.3 obey Cambridge's reasonable instruction in particular in relation to security arrangements relating to Assessments and the administration of Assessments generally;
 - 2.3.4 not engage in any conduct which, in the opinion of Cambridge is or could be prejudicial to the business or marketing of Cambridge's products and services;
 - 2.3.5 obtain and keep in place the relevant licenses and permissions necessary in the country and region in which the District or School is located in order to perform its obligations under the Agreement; and,
 - 2.3.6 comply with all laws, statutes, and regulations of a governmental nature applicable in the country and region in which the District or School is located relating to the operation of the School and the administration of the Assessments; and
 - 2.3.7 comply with all policies as issued by Cambridge from time to time, including without limitation any policies on data protection, child protection, health and safety and fire safety.
- 2.4 The District is not entitled to offer the Syllabuses or the Assessments to any school or facility administered, controlled or owned by the District, other than the School, nor to any third party directly or through any sales agent, school, sub-licensee or third party.
- 2.5 In the event of a breach of Clause 2.3, Cambridge will have, without prejudice to any other right or remedy available to it in law or in equity, the right to treat this as a material breach incapable of remedy for the purposes

of Clause 12.2.

- 2.6 The District will provide Cambridge with a full list of all the School's Premises within fourteen (14) days of the Commencement Date and will not be entitled to offer the Syllabuses or the Assessments at any other location without Cambridge's prior written permission.
- 2.7 The District acknowledges that Cambridge shall list the School and the approved School's Premises as a Cambridge International School on Cambridge's external website, to enable prospective parents to view all approved Cambridge Schools.
- 2.8 The District will supply Cambridge and its Representatives with such information and support as may be reasonably required by Cambridge, and without cost to Cambridge, and allow Cambridge and its Representatives to audit and inspect extracts of the records and files of the District in relation to the School in such manner as Cambridge sees fit for the purpose of ensuring the District is complying with its obligations under the Agreement.
- 2.9 The District will permit Cambridge and its Representatives to enter and conduct inspections in accordance with the Handbook.
- 2.10 In the event that the District withdraws from its role in delivering an Assessment, the District shall take all reasonable steps to protect the interests of Learners.

3 Rights and Obligations of Cambridge

- 3.1 Cambridge will provide the Services for the duration of the Agreement in accordance with the terms of the Agreement. Cambridge warrants that the Services will conform to this Agreement and the Handbook.
- 3.2 Cambridge may list details of the School (including the School's full name and the physical address at all of the School's Premises) on Cambridge's external website. The list shall contain details of all Cambridge International Schools registered with Cambridge from time to time.
- 3.3 Cambridge will be entitled at its absolute discretion, and without liability to the District, to alter the form, style, content or substance of the Syllabuses, Assessments, Qualifications and Certificates.
- 3.4 Cambridge will be entitled at its sole discretion and at any time to alter any of the documents set out in Clause 1.5.
- 3.5 Cambridge shall benefit from the rights set out in this Agreement, and in particular those rights set out in the Handbook.

4 Payment

- 4.1 The District will pay the Fees to Cambridge in accordance with this Clause 4.
- 4.2 The District shall:
 - 4.2.1 pay all fees as stated on the Fees List;
 - 4.2.2 The District has the option to pay for any additional services purchased through any password-protected Cambridge website; and
 - 4.2.3 pay any fees in respect of any invoices that Cambridge issues to the District from time to time, in accordance with the terms of the invoice.
- 4.3 The District agrees to pay all invoices from Cambridge by the due date identified on the invoice unless no such date is stated on the invoice, in which case, the District shall pay the invoice within thirty (30) days of the invoice date.
- 4.4 The Fees List may be published by Cambridge on CIE Direct, emailed to the District or provided in hard copy. In all cases, this will be deemed sufficient notice to the District of the Fees contained in the Fees List.
- 4.5 If the District fails to pay any sum due by the due date then Cambridge will be entitled, without prejudice to any other right or remedy it may have, to:
 - 4.5.1 cancel or suspend the delivery of the Services, provided Cambridge will have given fourteen (14) days written notice thereof; and,
 - 4.5.2 terminate the Agreement.
- 4.6 The District will make all payments in such manner as may be agreed in writing by Cambridge and the District from time to time or if no such agreement is stated, then by electronic transfer to such bank account as may be notified by Cambridge to the District from time to time.
- 4.7 The parties agree that the District will bear all costs that are due or payable to any national, provincial or municipal authority in relation to the Agreement.
- 4.8 Each payment payable to Cambridge hereunder will be paid by the District without any right of set-off or deduction for any Taxes.
- 4.9 In the event that the District is obliged to withhold any part of the sums due to Cambridge, including but not exclusively for tax, the amount of the payment due to Cambridge will be increased such that the sum received by Cambridge will be that which it would have received had there been no such withholding.
- 4.10 Notwithstanding Clauses 4.8 and 4.9, the District will:

- 4.10.1 remit to the appropriate tax authorities, in a timely manner, all Taxes required to be withheld from payment to Cambridge; and,
- 4.10.2 provide Cambridge with an official receipt issued by such authorities for payment of such Taxes within thirty (30) days of such payment.
- 4.11 For the avoidance of doubt, any delay (regardless of how long) by Cambridge in issuing any invoice to the District will not limit or extinguish Cambridge's right against the District to recover any unpaid Fees or other charges due to Cambridge.

5 Data Protection

- 5.1 For the purposes of this Agreement, the District is engaging Cambridge as a **"School Official"**, as defined in 34 CFR § 99.31(a)(1)(i)(B), to perform the Services on behalf and at the direction of the District. In view of the foregoing, and in relation to the provision of the Services, the District may provide, or direct Cambridge to receive or create documents or data that may include Personal Information of Learners such as records, files, or other Learner Data that could, alone or combination, identify an individual Learner (collectively **"Educational Records"**). As used in this Agreement, the term Educational Records does not include data, documents, or other information that has been de-identified, or is, or has been rendered, anonymous.
- 5.2 The District is the controller of the Educational Records processed by Cambridge for the purposes of providing the Services as a School Official under this Agreement, and, as controller of such data, the District is responsible for providing any documents, data, or information required for the performance of the Services in a manner that complies with applicable data protection laws. In addition to the above, each Party undertakes that it will comply with all applicable federal and local student data privacy laws in the processing of Learner Data or Educational Records as may be required for the performance of its obligations under this Agreement, including the Family Educational Rights and Privacy Act.
- 5.3 Notwithstanding the foregoing, Cambridge will also comply with the United Kingdom Data Protection Act 1998, 2018 and the General Data Protection Regulations (EU) 2016/679 (together, the **"Data Protection Legislation"**) in the processing of Personal Information, as well as **"Personal Data"** and **"Sensitive Personal Data"** each as defined in the Data Protection Legislation, insofar as such processing is subject to the Data Protection Legislation and is necessary in order for Cambridge to fulfil its obligations under the Agreement. Further, Cambridge will comply with the provisions regarding data protection contained within the Handbook.
- 5.4 All Learner Data and Educational Records are and will remain the property of the District. In its role as a School Official, Cambridge will receive, collect, and use such data under the control and direction of the District for the purpose of providing the Services and otherwise fulfilling its obligations

under this Agreement.

- 5.5 Cambridge is prohibited from selling Learner Data or Educational Records, or otherwise using or disclosing the same to third parties for advertising or general commercial purposes. Further, Cambridge will not disclose Learner Data or Educational Records to any third parties unless or until directed to do so by the District or a Learner. Cambridge will notify the District of any third party requests for access to Learner Data or Educational records, and will refer any such third party requests to the District. The District will fully co-operate and provide all assistance reasonably requested by Cambridge in order to enable Cambridge to respond to any third party request for access to Learner Data or Educational Records, including requests made under the Data Protection Legislation. The obligations in this Clause will continue following termination of this Agreement however caused. Cambridge is authorized to share Learner Data with Learners, and in the case of minors, with Learner's legal guardians subject to applicable law. Cambridge is authorized to send Learner Data to certain scholarship-awarding institutions, universities, colleges or other higher education institutions at the request of Learner, and in the case of minors, at the Learner's legal guardian's request.
- 5.6 Notwithstanding the above, Cambridge may use or disclose de-identified or anonymous data for the purposes of research, development, and improvement of the Services. In such case, Cambridge agrees that it (a) will not attempt to re-identify any de-identified or anonymous data, and (b) will not disclose any de-identified or anonymous data to any third party unless that third party has agreed in writing not to attempt to re-identify the de-identified or anonymous data.
- 5.7 Each Party will use commercially reasonable efforts to secure all Learner Data and Educational Records in its possession or control, including ensuring that persons handling such data have sufficient skills, training, and authorization to do so. Further, each Party will (a) promptly notify the other if it becomes aware of or suspects any unauthorized use or disclosure of the Learner Data or Educational Records in either Party's possession or control, and (b) will assist the other Party in any efforts to investigate and respond to any such unauthorized access or use as is reasonably necessary.
- 5.8 Cambridge is entitled to terminate this Agreement on notice if the District breaches any of its obligations in this Clause.
- 5.9 The provisions of this Clause survive termination or expiry of this Agreement.

6 Marketing of the Syllabuses and Assessments

- 6.1 The District may promote and market the Syllabuses and the Assessments within the geographical boundaries of such District according to the terms

set out in the Handbook as amended from time to time or in such manner as Cambridge may reasonably agree.

- 6.2 In connection with the promotion and marketing of the Syllabuses and the Assessments, the District will:
 - 6.2.1 make clear, in all its dealings, and in particular with parents, Learners and prospective Learners, its relationship with Cambridge, including that the District is not acting as an agent for Cambridge;
 - 6.2.2 provide Cambridge with copies of updates to any promotional materials containing reference to Cambridge or the Assessments (with accompanying English translation where the materials are created in any other language) prior to use;
 - 6.2.3 limit any promotional material containing reference to Cambridge or the Assessments to those Qualifications specified and authorised by Cambridge for the District to offer; and
 - 6.2.4 ensure that all such promotion and marketing complies with this Clause 6.

7 Publicity and Branding

- 7.1 The District and its Staff shall not, other than in accordance with the Handbook or otherwise without the prior written consent of Cambridge, use Cambridge's name or brand in any promotion or marketing or announcement or the endorsement of the Services.
- 7.2 In the event of a breach of this Clause 7, Cambridge will have, without prejudice to any other right or remedy available to it in law or in equity, the right to treat this as a material breach incapable of remedy for the purposes of Clause 12.2.1

8 Intellectual Property

- 8.1 The District acknowledges and agrees that all Intellectual Property Rights in the name Cambridge Assessment, Cambridge Assessment International Education, Cambridge English Language Assessment, University of Cambridge, and all associated symbols, markings and logos, and in the Syllabuses, Assessments, Certificates, Courses, Qualifications, Materials and any other data or other documents or information produced or owned by Cambridge are and will remain vested in Cambridge.
- 8.2 The District may not reproduce the Assessments, Syllabuses or Materials except as specifically authorised by Cambridge.
- 8.3 The District acknowledges and agrees that the licence to use Cambridge Intellectual Property Rights as set out in the Handbook is limited to the programmes and Qualifications specified in the Letter of Approval and for no other purpose.

- 8.4 The District acknowledges and agrees that the word “Cambridge” in the context of education is synonymous and associated with Cambridge Assessment International Education and its parent undertaking, namely University of Cambridge Local Examination Syndicate, a division of the University of Cambridge, and that by entering into the Agreement, the District expressly and specifically assigns any interest it has or may have in the word or use of “Cambridge” to Cambridge.
- 8.5 The District will not use Cambridge’s Intellectual Property Rights or the Cambridge Marks generally, other than as expressly provided in the Handbook.
- 8.6 In the event that the District fails to comply with this Clause 8, Cambridge may terminate the Agreement by notice in writing with immediate effect and may at its option, seek injunctive relief or damages.

9 Confidentiality

- 9.1 All Confidential Information will remain the property of Cambridge, and all Educational Records will remain the property of the District. At the expiration or termination of this Agreement, the District shall return all Confidential Information to Cambridge, together with all copies and translations thereof, and Cambridge will return all Educational Records and Learner Data to the District, except that Cambridge may retain certain copies thereof for the purposes of assessment validation as well as providing such Educational Records or Learner Data, at the direction of the District, to third parties including but not limited to colleges, universities, or other institutions for admissions purposes.
- 9.2 The District will not during the duration of the Agreement nor thereafter disclose or use any Confidential Information save to the extent as may be reasonably necessary for the fulfilment of its duties and obligations under the Agreement or as may be required by law.
- 9.3 Except as it may be directed to do so by the District, and in accordance with Clause 5, above, during the duration of this Agreement and continuing thereafter, Cambridge will not disclose any Learner Data or Educational Records publicly or to any third party except where such disclosure is reasonably necessary for Cambridge to fulfil its duties and obligations under this Agreement, or as may be required by law.
- 9.4 The District will not, either from the date of the Agreement and any time thereafter, divulge or communicate or permit to be disclosed or communicated to any unauthorised person, company, business entity, the media/social media or any other organisation or person, any aspect of any complaint, investigation or corrective action involving or taken by Cambridge or any other Confidential Information.

10 Freedom of Information

- 10.1 The parties acknowledge that Cambridge is subject to the requirements of the UK Freedom of Information Act 2000 as amended from time to time (the "FOIA") and the District agrees that it shall provide all necessary assistance as may be reasonably requested by Cambridge at its own expense to enable Cambridge to comply with its obligations under the FOIA.
- 10.2 Notwithstanding the generality of Clause 10.1, the District shall provide Cambridge within 5 Business Days of receipt of a request for assistance with such information in its possession or power as may be reasonably requested in order to assist Cambridge to comply with its obligations under the FOIA.

11 Indemnity and Liability

- 11.1 To the extent permitted by law, the District shall defend, indemnify and keep indemnified Cambridge and its officer, directors, employees and agents from and against all claims, demands, actions and proceedings made or brought against Cambridge and all damages, losses (including loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), expenses, liabilities, judgements, settlements, damages and costs (including interest, penalties and legal and other professional costs and expenses) whether or not foreseeable at the date of entering into this Agreement incurred or suffered by Cambridge as a direct or indirect result of any act or omission of, negligence of or breach of the Agreement by the District or its or their Representatives.
- 11.2 The District shall, to the maximum extent permitted by applicable law, indemnify Cambridge from and against all local, municipal, county and state taxes to which Cambridge becomes subject as a result Cambridge entering into and performing its obligations under this Agreement, excluding only taxes levied on net income.
- 11.3 The District shall be solely responsible for ensuring it fully complies with any and all requirements of any applicable national, regional or municipal regulation, legislation and procedure regarding all matters concerning this Agreement and Cambridge shall in no way be held liable for breaches by the District of any such requirements and, in any case, the District agrees irrevocably and unconditionally to indemnify Cambridge in full and on demand and keep Cambridge so indemnified in respect of all consequences of the District's non-compliance with any such requirements.
- 11.4 Should the District fail to comply with the requirements of Clause 11.2 Cambridge has the right to immediately terminate this Agreement.

11.5 CAMBRIDGE SHALL NOT BE LIABLE TO THE DISTRICT FOR:

11.5.1 ANY DIRECT AND UNFORESEEN:

11.5.2 LOSS OF PROFIT;

11.5.3 LOSS OF DATA;

11.5.4 LOSS OR REDUCTION OF ANTICIPATED SAVINGS;

11.5.5 LOSS OF OR DAMAGE TO GOODWILL;

11.5.6 LOSS OF OR DAMAGE TO REPUTATION; OR

11.5.7 LOSS OR RESTRICTION OF OPPORTUNITY; OR

11.5.8 ANY CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE, COSTS OR EXPENSES WHATSOEVER, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT,

WHICH IS SUFFERED OR INCURRED BY THE DISTRICT AS A RESULT OF ANY BREACH BY CAMBRIDGE OF THE TERMS OF THIS AGREEMENT.

11.6 Nothing in this Agreement shall limit or exclude either party's liability for circumstances where liability may not be so limited by law.

11.7 THE TOTAL LIABILITY OF CAMBRIDGE TO THE DISTRICT UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE SHALL NOT EXCEED THE SUM OF \$10,000.

11.8 The payments due under this Agreement have been negotiated and agreed on the basis that Cambridge may limit its liability to the District as set out in this Agreement and the District confirms that it shall itself bear or insure against any loss for which Cambridge has limited its liability under this Agreement.

11.9 EXCEPT AS EXPRESSLY SET OUT IN SECTION 3.1 OF THIS AGREEMENT, ALL WARRANTIES, CONDITIONS, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, TRADE OR USAGE, COURSE OF DEALINGS OR OTHERWISE, INCLUDING AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE, IN RESPECT OF ANY SERVICE TO BE PROVIDED BY CAMBRIDGE UNDER THIS AGREEMENT ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

12 Termination

- 12.1 Either party is entitled to terminate the Agreement immediately by written notice to the other if:
 - 12.1.1 an event occurs that is expressed to be a terminable event under this Agreement, including but not limited to a Force Majeure event;
 - 12.1.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party;
 - 12.1.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order, voluntarily files or acquiesces in the filing of a petition for bankruptcy or an involuntary petition is filed against the other party which is not dismissed within 60 days thereafter;
 - 12.1.4 the other party goes into liquidation (except for the purposes of an amalgamation or reconstruction and in such manner that the institution resulting therefrom effectively agrees to be bound by or assume the obligations imposed on the other party under the Agreement);
 - 12.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to either of the parties; or,
 - 12.1.6 the other party ceases, or threatens to cease, to carry on business.
- 12.2 Cambridge will be entitled to terminate the Agreement immediately by written notice to the District if:
 - 12.2.1 the District commits a material breach of the Agreement, which Cambridge in its reasonable opinion deems incapable of remedy, or in the case of a breach capable of remedy, the District fails to remedy the same within thirty (30) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
 - 12.2.2 the District is subject to any governmental authority intervention or permission that is subsequently withdrawn or revoked during the duration of the Agreement;
 - 12.2.3 the District or its Staff in any way bring into disrepute, or act in any way that Cambridge reasonably feels might bring into disrepute, the name, reputation and interests of Cambridge, its employees, directors, officers, other people associated with Cambridge, or its products or services;
 - 12.2.4 the District fails to administer the Assessments or examinations in accordance with Cambridge's regulations or suffers a serious security breach compromising the integrity of Cambridge's examinations, or otherwise fails to act in accordance with the Handbook;
 - 12.2.5 the District fails to pay any bill from Cambridge within thirty (30) days of the invoice date;

- 12.2.6 the District at any time challenges the validity of the Intellectual Property Rights of Cambridge or the University of Cambridge; or,
- 12.2.7 at any time there is a material change in the membership of the School or District which in the reasonable view of Cambridge materially affects the ability of the District to perform its obligations under the Agreement or where the change in membership is as a result of a competitor of Cambridge obtaining an interest in the School.
- 12.3 Either party may terminate the Agreement at any time by giving six (6) months' notice in writing.
- 12.4 Any waiver by either party of breach of any provision of the Agreement will not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 12.5 The rights to terminate the Agreement given by this Clause 12 will be without prejudice to any right or remedy of either party in respect of the breach concerned (if any) or any other breach.

13 Consequences of Termination

- 13.1 Upon termination of the Agreement for any reason:
 - 13.1.1 outstanding monies due by one of the parties to the other will become immediately payable by the other;
 - 13.1.2 each party will honour any outstanding services due to the other at the date of termination;
 - 13.1.3 any Clauses which expressly or by implication have effect after termination will continue in full force and effect, including Clauses 2.2.3, 6, 7, 8, 9, 10, 11 and 13;
 - 13.1.4 all licences granted hereunder will terminate and the District shall immediately remove all reference to Cambridge or Cambridge Marks from its literature and cease to refer to itself as a Cambridge International School;
 - 13.1.5 the District shall return all property and equipment belonging to Cambridge, including but not limited to any plaques and certificates of registration and all Confidential Information; and,
 - 13.1.6 subject as otherwise provided herein and to any rights or obligations which may have accrued prior to termination, neither party will have any further obligation to the other under the Agreement.
- 13.2 The District will not make any attempt to register Entries after either party has given written notice of termination of the Agreement, including for the avoidance of doubt, notice of termination under Clause 12.3.

14 Changes to the Agreement

- 14.1 Cambridge reserves the right to alter the Handbook and any of its other documentation, with any changes taking immediate effect unless otherwise stated. Cambridge will use reasonable endeavours to communicate any such changes to the District but for the avoidance of doubt, any delay or failure to do so will not delay or invalidate the coming into effect of such changes.

15 General

- 15.1 The District shall:
 - 15.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**");
 - 15.1.2 not engage in any activity, practice or conduct which would violate the Relevant Requirements;
 - 15.1.3 have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
 - 15.1.4 promptly report to Cambridge any request or demand for any undue financial or other advantage of any kind received by the District in connection with the performance of this Agreement,

and breach of this Clause 15.2 shall be deemed a material breach incapable of remedy under Clause 12.2.1.
- 15.2 The District will not be entitled to perform any of its obligations through any other company or entity or to assign, mortgage, charge or dispose of any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.
- 15.3 The District will ensure that that it does not hold itself out in any way as acting as an agent or representative of Cambridge, including in any agreements or communications with third parties.
- 15.4 If either party is affected by Force Majeure it will notify the other party immediately of the nature and extent of the Force Majeure and neither party will be deemed to be in breach of the Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure notified the other party, and the time for performance of that obligations will be extended accordingly. Should the Force Majeure event continue in excess of thirty (30) consecutive or cumulative days, either party may terminate with immediate effect.
- 15.5 The Agreement supersedes all previous agreements and understandings

between the parties with respect to its subject and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

- 15.6 Each party acknowledges that in entering into the Agreement, it does not do so on the basis of, and does not rely on, any representation or warranty or other provision except as expressly provided herein. However, nothing in the Agreement purports to exclude liability for any fraudulent statement or act.
- 15.7 Nothing contained in the Agreement will be construed to imply a partnership, or employer and employee or principal and agent relationship between the parties and neither party will have any right, power or authority to create any obligations, express or implied on behalf of the other.
- 15.8 No person who is not party to the Agreement will have any right enforce any terms of the Agreement, except for parties entitled hereunder to indemnity.
- 15.9 Each party warrants to the other party that it has full power and authority to enter into the Agreement.
- 15.10 A party's failure to exercise or delay in exercising a right or remedy provided by the Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies; a waiver of a breach of any of the terms of the Agreement or of a default under the Agreement does not constitute a waiver of any other breach or default and will not affect the other terms of the Agreement and a waiver of a breach of any of the terms of the Agreement or of a default under the Agreement will not prevent a party from subsequently requiring compliance with the waived obligation.
- 15.11 If any provision of the Agreement will be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part will to that extent be severed from the Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of the Agreement which will remain in full force and effect.

16 Law and Jurisdiction

- 16.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the United States of America and the State of New York without regard to its conflict of laws provisions. In the event of an inconsistency between the laws of the United States of America and the State of New York, the laws of the United States of America shall govern this Agreement. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration located in New York, NY administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the

award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

~~16.2 The District hereby expressly and irrevocably grants a limited waiver of sovereign immunity for the purposes of resolving any dispute arising from this Agreement, whether arising from an alleged breach of contract, or alleged tortious conduct, or otherwise.~~

17 Notices

17.1 Any notices to be given or served under this Agreement shall be in writing and shall be deemed to have been given (a) when received by the respective party if sent by a nationally recognized overnight courier (receipt requested); or (b) on the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices must be sent to the respective parties at the following addresses:

Cambridge

The Chief Executive,
Cambridge Assessment International Education,
The Triangle Building,
Shaftesbury Road,
Cambridge,
CB2 8EA
United Kingdom
info@cambridgeinternational.org

District

At the address listed on the Letter of Approval or at the email address of the person who signs the Letter of Approval on behalf of the District or any replacement advised to Cambridge in accordance with Clause 17.2.

17.2 The District will notify Cambridge within fourteen (14) days of any replacement of the person who signed the Letter of Approval by the District or any subsequent replacements.

18 Definitions

18.1 In these standard terms the following words and phrases will have the meanings given below:

"£" or "\$"	means UK pounds Sterling or United States Dollars, respectively;
"Assessments"	means the method used to evaluate a learner's performance in relation to a Qualification;
"Cambridge"	means the Chancellor, Masters and Scholars of the

University of Cambridge, acting through its department University of Cambridge Local Examinations Syndicate, d/b/a Cambridge Assessment International Education;

- “Cambridge Marks”** means any trademark, registered mark or design or any other identifier that is identified with Cambridge, University of Cambridge, University of Cambridge Local Examination Syndicate or Cambridge Assessment including “Cambridge international”, “CAIE”, “Cambridge Assessment International Education”, “CIE”, “Cambridge International Examinations”, “University of Cambridge Local Examinations Syndicate”, “UCLES”, the “University of Cambridge” and “Cambridge”;
- “Centre”** will be read as meaning the same as “School” when reading any documents that are produced by Cambridge, including those that form part of the Agreement;
- “Certificate”** means the document produced by Cambridge recording the achievement by a Learner of having successfully completed the respective Assessments for a Qualification;
- “Commencement Date”** means the date that Cambridge receives cleared funds in its bank account for the payment of the registration programme fee from the District;
- “Confidential Information”** means any information which has been designated as confidential by Cambridge or that ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, contractors and suppliers of Cambridge and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;
- “District”** means the school district party to this Agreement, acting through its school board or other duly constituted governing authority;
- “Entry”** means a Learner submitted for a Qualification;
- “Extended Term”** means each separate period following the Initial Term that runs from 1 October to 30 September each year

and for the entirety of the year unless terminated earlier in accordance with these terms;

"Fees"	means sums payable by the District to Cambridge for the provision of the Services and that will be described in the Fees List;
"Fees List"	means the list of Fees applicable to the District as provided by Cambridge and amended from time to time;
"Force Majeure"	means, in relation to either party, any circumstance beyond the reasonable control of that party including (insofar as beyond such control but without prejudice to the generality of the foregoing expression), without limitation any strike, lock-out or other form of industrial action, war, riot, civil commotion, malicious damage, compliance with law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or Act of God;
"Handbook"	means the Cambridge publication entitled "Cambridge Handbook", which sets out the rules for administering Cambridge Qualifications and Assessments and the obligations between Cambridge and schools, as amended by Cambridge from time to time;
"Intellectual Property Rights"	means all intellectual property rights throughout the world for the full term of the rights concerned, including, in the case of Cambridge, the Cambridge Marks, whether or not registered and whether or not registrable, including without limitation copyright, database rights, patents, rights in inventions, know-how and technical information, design rights, design patents, registered designs, trade marks (including business and brand names, domain names, devices and logos) and the right to apply for any of the foregoing anywhere in the world;
"Learner"	means a candidate for a qualification entered through a District;
"Learner Data"	means any data created, collected, or provided, by the District, Cambridge, a Learner, or a Learner's parent(s) or guardian(s), that is descriptive of or could otherwise be used to identify a Learner, except that anonymous or de-identified data does not constitute Learner Data;
"Letter of Approval"	means the School Approval letter identified on its face as such which is sent by Cambridge to the District

	confirming which Schools are deemed registered;
“Materials”	means any administrative materials produced by Cambridge in printed or electronic form, relating to the Syllabuses, Modules or Assessments;
“Module”	means a component part of a Qualification;
“Personal Information”	means any information which relates to a living individual who can be identified from that information directly, or from that information in combination with other information in the possession of the District or Cambridge;
“Qualification”	means a qualification offered by Cambridge to the District so that the District may offer them to Learners at the School;
“Representative”	means any agent, officer, employee (whether full- or part-time, permanent, temporary or casual), professional advisor or sub-contractor;
“School”	refers to the school or schools that have signed the Letter of Approval, or have otherwise been recognized by Cambridge as approved to offer one or more Qualifications, and will be read as meaning the same as Centre when reading any documents produced by Cambridge that refer to a Centre;
“School’s Premises”	means premises available to the School, and which are used for the purposes of examination administration;
“Series”	means a group of examinations in the same range with the same closing date for entries;
“Services”	means those services provided by Cambridge to Districts or to Schools as described in the Cambridge Handbook and made available to the District on a Cambridge password-protected website;
“Staff”	means all employees, officers, agents, advisors or contractors of the District;
“Syllabuses”	means the curriculum content prepared by Cambridge which comprise the Qualifications;
“Taxes”	means withholding or other taxes, duties or other amounts.

18.2 The interpretation and construction of the Agreement will be subject to the following provisions:

- 18.2.1 a reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- 18.2.2 as far as is possible, any Schedule or Appendix to the Agreement will be interpreted consistently with the main body of the Agreement. If there is a conflict between them, the main body of the Agreement will take precedence over any Schedule or Appendix;
- 18.2.3 the headings to Clauses are for ease of reference only and will not affect the interpretation or construction of the Clauses;
- 18.2.4 reference to "days" mean ordinary calendar days unless otherwise specified; and,
- 18.2.5 where the context allows, references to the singular include the plural and vice versa.
- 18.3 The use of the word 'including', the phrase 'in particular', and similar expressions only illustrate specific examples and are not intended to limit in any way whatsoever the interpretation or construction of the Agreement or any other words in the Agreement.

19 Language

- 19.1 The Agreement is made only in the English language. If the Agreement is translated into any other language, the English language version shall prevail.
- 19.2 Any notice, instrument, certificate or other communication given under or in connection with the Agreement will be in the English language or accompanied by a certified English translation. If such notice, instrument, certificate or other communication is translated into any other language, the English language version shall prevail.

Addendum 1

Kentucky

This Addendum 1 (“**Addendum 1**”) is hereby incorporated and made a part of that certain Letter of Approval by and between Jefferson County Public Schools (“**District**”) and the Chancellor, Masters and Scholars of the University of Cambridge, acting through its department University of Cambridge Local Examinations Syndicate, d/b/a Cambridge Assessment International Education (“**Cambridge**”) dated as of 25 October 2023 (the “**LOA**”) and the Cambridge Standard Terms of School Registration (the “**Standard Terms**”) referenced in the LOA (collectively, the “**Agreement**”). In the event there is a conflict between the terms and conditions of this Addendum 1 and the Agreement, this Addendum 1 shall control. Any terms not defined herein shall have the meaning ascribed to them in the Agreement.

Cambridge and the District agree to the following:

1. Fees for Additional Services

Section 4.2.2 in the Standard Terms is modified to read that the District shall: *“pay for any additional services purchased through any password protected Cambridge-website that the District optionally chooses to purchase.”*

2. Maximum Indemnity

Section 11.1 in the Standard Terms, is modified to read: *“The District shall, to the maximum extent permitted by applicable law, defend, indemnify and keep indemnified Cambridge and its officer, directors, employees and agents from and against all claims, demands, actions and proceedings made or brought against Cambridge and all damages, losses (including loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), expenses, liabilities, judgements, settlements, damages and costs (including interest, penalties and legal and other professional costs and expenses) whether or not foreseeable at the date of entering into this Agreement incurred or suffered by Cambridge as a direct or indirect result of any act or omission of, negligence of or breach of the Agreement by the District or its or their Representatives.”*

3. No waiver of sovereign immunity

Nothing in this Agreement shall be deemed as a waiver of sovereign immunity and the District expressly retains all rights and benefits of sovereign immunity in accordance with the Kentucky Constitution.

Signed for and on behalf of **CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE**

Name:

Position:

Date:

Signed for and on behalf of **Jefferson County Public Schools**

Authorized Signatory

Name: Martin A. Pollio, Ed.D.

Position: Superintendent

Date: