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**Trinity College London**

**and**

Circolo Didattico "San Domenico Savio - Tommaso Fiore"

**(Centre Name)**

**Registered Exam Centre Number: 52830**

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**REGISTERED EXAM CENTRE AGREEMENT FOR ITALIAN STATE AND PARITARIE SCHOOLS**

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**THIS AGREEMENT** is made BETWEEN:

- (1) **Trinity College London** (company registration no 2683033), a registered charity in England and Wales (charity no. 1014792) and Scotland (charity no. SC049143) whose registered office is at the Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom, and its successors and permitted assigns (**'Trinity', 'we', 'our', 'us'**); and
- (2) **Name of organisation** (as it appears on official company documentation):  
Circolo Didattico "San Domenico Savio - Tommaso Fiore"  
Trinity College London centre registration number: 52830  
(**'Registered Exam Centre', 'centre', 'you', 'your', 'your school'**).

## **BACKGROUND**

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

### **1. REGISTRATION**

- 1.1 Subject to the terms of this Agreement, your centre is registered to offer the following Trinity exams. You may register for additional subject areas in accordance with our application procedure:

*[all Language exams granted at once, so exam 1 line can become 'Language' as populated by the csv file, instead of setting it GESE, ISE, etc. separately]*

ESOL Graded Examinations in Spoken English (GESE) Qualifications

Music Practical Grade and Certificate exams (Classical and Jazz)

Rock & Pop

### **2. OUR COMMITMENT**

- 2.1 Following signature of this Agreement, Trinity will provide you with a Registered Exam Centre logo, access to a user account on our centre portal, and a registration pack containing information and instructions about our exams.
- 2.2 We will assess candidates enrolled by you onto Trinity exams, notify you of their results and issue exam certificates for the successful candidates.

### **3. REGISTERED EXAM CENTRE RESPONSIBILITIES**

- 3.1 You will carry out the exam duties set out at schedule 1 to the highest standards of customer care and best academic practice, in accordance with Trinity's policies and procedures notified to you from time to time, and subject to all applicable laws and regulatory requirements.
- 3.2 You will ensure that you will only register candidates for a Trinity exam whom you reasonably expect to complete their chosen qualification.
- 3.3 You will ensure that the venues where the exams are conducted meet our venue requirements as specified by Trinity from time to time.
- 3.4 You must inform us promptly of any material changes to information that you have supplied to us, including to your organisation's official details, venue location or key contacts.
- 3.5 You will make available at all times sufficient, appropriately qualified staff and managerial and other resources for the effective and efficient delivery of the exams.

3.6 You will adhere to conditions imposed on us by regulatory bodies relevant to the Trinity exams you offer.

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

#### **4. EXAM BOOKING TERMS AND CONDITIONS**

4.1 Trinity publishes its exam fees for centres periodically. You may set your own candidates' exam charges and tuition fees (if applicable) at your sole discretion. Your booking will be secured once we have confirmed that the exam may go ahead and you have paid in full all of the applicable fees due to Trinity prior to the exam closing date and (unless agreed with us in advance or required under tax law) without any set-off, discount, counter-claim, deduction or withholding.

4.2 You will be entitled to retain a fee for handling candidate enrolments equal to 10% (inclusive of VAT) of the aggregate gross entry fees payable to Trinity.

4.3 However, you are not entitled to retain this fee for handling the enrolment of candidates for Trinity exams for which Trinity charges a special, reduced entry fee.

4.4 Any booking requiring an examiner visit will be subject to a minimum booking fee and any booking requested after the exam closing date will incur a late exam booking fee.

4.5 You acknowledge and agree that Trinity may, in its sole discretion, cancel examiner visits in your area for reasons of force majeure or any perceived threat to candidate or examiner safety.

#### **5. DATA MANAGEMENT, SECURITY AND CONFIDENTIALITY**

5.1 The parties acknowledge and agree that, for the purposes of data protection laws, each party shall be the data controller in respect of any personal data relating to candidates and potential candidates exchanged between the parties pursuant to this contract.

5.2 Each party shall ensure that it complies with the applicable data protection laws at all times.

5.3 You must ensure that you have informed your candidates and, unless another lawful ground is available, obtained their consent for Trinity's processing of their personal data for examinations, moderation, research and training purposes, and for the transfer of the candidates' personal data from Trinity to you in connection with this contract.

5.4 You must keep candidate information (including personal data) accurate and up to date and notify Trinity promptly of any changes to such information.

5.5 Each party agrees to provide the other party with such reasonable cooperation and assistance as is necessary to enable the other party to comply with its obligations as the data controller in respect of any personal data of candidates, including to enable the other party to comply with the candidates' and/or potential candidates' rights in respect of their personal data and to respond to any other queries or complaints from the candidates and/or potential candidates.

5.6 You must implement appropriate technical and organisational measures to protect personal data against a data security breach.

5.7 Each party agrees that it shall have in place its own policies that must be followed in the event of a data security breach, taking into account the applicable data protection laws and any associated guidance. Each party agrees to provide to the other reasonable assistance as is necessary to facilitate the handling of any data security breach in an expeditious and compliant manner.

5.8 In the event the performance of Trinity's obligations under or in connection with this contract requires the transfer of personal data to you, to a location outside of the European Economic Area, you will, upon Trinity's request, enter into an appropriate personal data transfer agreement to ensure compliance with the applicable data protection laws, in a form prescribed by Trinity.

- 5.9 You will at all times indemnify Trinity on demand against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) arising from any infringement or breach of the applicable data protection laws or this clause 5 by you or any person employed or engaged by you in connection with the provision of the services under this agreement.
- 5.10 You will comply with our security requirements applicable to the delivery of our exams, including for the storage of Trinity exam papers and the verification of candidates' identity.
- 5.11 You will take all reasonable steps (at our cost) to assist with requests for information and/or documents required by us to audit payments and/or your compliance with this contract. You will keep such records for so long as this contract remains in force and for 24 months from its termination.
- 5.12 You must keep our confidential information secret and secure, except when you are required to disclose such information by order of the court or other authority.

## **6. USE OF THE TRINITY BRAND**

- 6.1 Trinity hereby grants you for the duration of this Agreement a royalty-free, non-exclusive, non-transferable right (with no rights to sub-license) to use your registered exam centre logo (the logo issued by Trinity and made up of a combination of a Trinity mark and your centre's allocated registration number), and those Trinity marks which designate your Trinity exams. You must ensure that all material produced in connection with Trinity exams comply with the brand guidelines and any limitations or restrictions which we issue from time to time.

## **7. LIMITS ON LIABILITY AND RESPONSIBILITIES OF THE PARTIES**

- 7.1 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement save that nothing in this Agreement will limit or exclude any liability by either party for death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.
- 7.2 Subject to clause 7.1, neither party to this Agreement shall have any liability to the other party, howsoever arising for any indirect or consequential loss arising under or in connection with this Agreement.
- 7.3 Our liability to you for any claim or series of connected claims howsoever arising under or in connection with this Agreement is limited to a maximum sum equal to the higher of £5,000 or the aggregate gross exam entry fees and/or minimum booking fees (as applicable) paid by you under this Agreement within the twelve months prior to the event giving rise to the claim.
- 7.4 You agree to compensate and indemnify Trinity in case of any damage or loss suffered by Trinity, its nominated representatives or employees out of or in connection with any:
- (i) claims made by you or anyone working for you for any employment-related payment or remuneration; and/or
  - (ii) alleged or actual infringement or theft of any of Trinity's confidential information or intellectual property rights by anyone working in your centre.
- 7.5 By signing this Agreement, you confirm that you have full and comprehensive insurance in place to cover any potential risks arising from your activities as a centre.

## **8. DURATION AND TERMINATION**

- 8.1 This Agreement will come into force on 01/03/2020 and will remain in effect unless terminated earlier in accordance with this clause.
- 8.2 Either party may terminate this contract without cause or compensation (but without prejudice to any of its rights or remedies):
- (i) on giving the other three months' written notice;
  - (ii) by reason of force majeure, as stated in schedule 2.

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

- (i) you commit a material breach of this Agreement (including of any Trinity policy or procedure notified under it) which you fail to remedy within 14 days;
- (ii) we reasonably consider that your conduct is prejudicial to our interests or is inconsistent with our brand values or may bring Trinity into disrepute; or
- (iii) you do not present candidates for Trinity exams for a period of 24 months.

8.4 We reserve the right to suspend or restrict your Registered Exam Centre status in respect of any exam subject or any Approved Venue if you commit a suspected breach of this Agreement or during any necessary investigation.

## **9. CONSEQUENCES OF SUSPENSION OR TERMINATION**

9.1 Immediately upon the suspension or termination of this Agreement (or at our reasonable request if investigating your conduct):

- (i) you will take all reasonable steps to act in your candidates' legitimate best interests;
- (ii) you will fulfil all of your remaining obligations, such as immediately paying all outstanding sums due to Trinity and hosting any forthcoming Trinity exams (unless Trinity requests otherwise), and then:
  - (a) discontinue any of your activities as a Registered Exam Centre;
  - (b) do such things and execute all further documents as may be necessary to vest all rights, title and interest in any intellectual property rights belonging to Trinity,; and
  - (c) cease to use any of Trinity's property and promptly hand it over to Trinity, including candidate data.

9.2 On termination of this Agreement for any reason, each party's accrued rights and liabilities as at termination, as well as clauses 5 (Data Management, Security and Confidentiality), 7 (Limits on Liability and Responsibilities of the Parties), 9 (Consequences of Suspension or Termination), 10 (Declaration), and paragraphs 15 – General Provisions (Governing Law and Jurisdiction) and 16 – General Provisions (Language) at schedule 2 will survive and continue in full force and effect.

## **10. DECLARATION**

10.1 You declare that:

- ☒ you have the necessary power and authority to enter into and perform your obligations under this Agreement;
- ☒ the information provided by you in your application form is true and not misleading;
- ☒ this Agreement will have legal effect if signed electronically using a certified electronic signature provider.

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

Circolo Didattico "San Domenico Savio - Tommaso Fiore"

Company/Charity registration number (if applicable): 91112520720

Full address of registered office:

Street: Via Fratelli Cervi

16

Post Code: 70024

Town: Gravina in Puglia

Country: Italia

Trinity College London Centre Registration number: 52830

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

Antonella Accettura

Antonella Accettura (Mar 11, 2020)

Antonella Accettura

Dirigente scolastico (Headmaster)

Mar 11, 2020

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



Signature

SARAH KEMP

CHIEF EXECUTIVE

Date

Mar 11, 2020

## **SCHEDULE 1**

### **EXAM DUTIES**

You will carry out the following exam duties for the benefit of your candidates:

- (a) prepare candidates for Trinity exams in accordance with the relevant Trinity exam specification;
- (b) enrol candidates and deal with their requests in accordance with Trinity's booking terms and procedures;
- (c) organise exam session timetables and the safekeeping of Trinity exam materials;
- (d) host Trinity exams at venues meeting Trinity's venue requirements (as published from time to time) and ensure the provision of adequate amenities for candidates and examiners, as well as the required level of stewarding and monitoring during exams;
- (e) distribute appointment and confirmation slips (where applicable), notify candidates of their results and distribute certificates to successful candidates promptly;
- (f) pursue candidates' complaints and appeals in accordance with Trinity's policies and procedures for complaints and appeals, and assist Trinity with conducting investigations if needed;
- (g) uphold the requirements of Trinity's specifications, regulations and policies notified to you from time to time as applicable to the Trinity exams taken by your candidates, ensuring these are communicated to candidates and teachers as appropriate;
- (h) providing such other co-operation and assistance to Trinity as may be reasonably necessary in your role as a Registered Exam Centre.

## **SCHEDULE 2 - – GENERAL PROVISIONS**

1. We will give you reasonable notice of any changes made to any other documents that are incorporated into this Agreement.
2. You will have sole control over and responsibility (including for remuneration and payment) for any persons working for your centre and will ensure that they do not discriminate against any person under any applicable law on equalities.
3. Your registered exam centre logo and certificate of registration are the only valid proofs of your centre registration by Trinity. You will ensure that you do not suggest in any way that your centre is owned or controlled by Trinity or that it has been accredited, validated or franchised by Trinity.
4. Except where your use, filing or registration predates this Agreement, you will not use or seek to register any mark, design, business name or domain name comprising or being confusingly similar to any Trinity mark or your registered exam centre logo, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with Trinity marks or interfere with the registration or validity of Trinity's intellectual property rights.
5. A breach of the right granted under clause 6 or of our anti-bribery policy will be deemed a material breach of this Agreement.
6. Nothing in this Agreement is intended to make you an agent or partner of Trinity or to constitute a joint venture between you and Trinity.
7. In case of any conflict between this Agreement and any other documentation incorporated into it, the provisions of this Agreement will prevail. No variation of this Agreement will be valid unless it is in writing and duly executed by the parties.
8. The invalidity, illegality or unenforceability of any term, part-term of or any right arising pursuant to this Agreement will not affect the validity, legality or enforceability of its remaining terms.
9. Neither party will be in breach of this Agreement nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time allocated for performing its obligations provided that, if the period of delay or non-performance continues for 30 days from the date of occurrence, the other party may terminate this Agreement by giving 14 days' written notice.
10. Any notice given under this Agreement must be in writing. Notice may be given by pre-paid first-class post or by email, in your case to the authorised person whose email address is stated in your application form, and in the case of Trinity, to the Director of Legal Services. A notice will be deemed received 5 days after posting if sent by first-class post and at 5pm on the day of sending if sent by email, provided that any notice received on a weekend or public holiday or after 5 pm (local time at the place of receipt) will be deemed to be received on the next business day.
12. No one other than a party to this Agreement shall have any right to enforce any of its terms.
13. In the event that either party fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.
14. This Agreement constitutes the entire agreement between the parties and supersedes all previous or understandings between the parties relating to the same subject matter.
15. This Agreement will be governed by and interpreted in accordance with English law, and the parties agree to submit to the exclusive jurisdiction of the English courts.
16. This Agreement is drafted in the English language. The English language text prevails over any translations.
17. This Agreement may be signed in any number of counterparts each of which when executed will constitute a duplicate original, but all the counterparts will together constitute one agreement.

TRADUZIONE INGLESE/ITALIANO



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**RISERVATO**

**Trinity College London**

**e**

**Circolo Didattico "San Domenico Savio - Tommaso Fiore"**

**(Nome del Centro)**

**Numero del Centro Esami Registrato: 52830**

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**CONTRATTO DEL CENTRO ESAMI REGISTRATO  
PER LE SCUOLE ITALIANE STATALI E PARITARIE**

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**QUESTO CONTRATTO** viene stipulato FRA:

**Trinity College London** (Numero di Registrazione 2683033), una *charity* registrata (nel registro delle *charities*) in Inghilterra e Galles (*charity* N. 1014792) e in Scozia (*charity* N. SC049143) con sede legale in Blue Fin Building, 110 Southwark Street, London SE1 0TA, Regno Unito, ed i suoi successori e cessionari autorizzati ('**Trinity**', '**noi**', '**il nostro/la nostra**', '**i nostri/le nostre**', '**ci**'); e

(1) **Nome dell'organizzazione** (così come compare nella documentazione ufficiale dell'azienda):

Circolo Didattico "San Domenico Savio - Tommaso Fiore"

Numero di registrazione del centro Trinity College London 52830

('Centro Esami Registrato', '**centro**', '**voi**', '**il vostro/la vostra**', '**i vostri/le vostre**' 'la vostra scuola').

## **PREMESSA**

Trinity è un ente certificatore internazionale di primaria importanza che rilascia certificazioni regolamentate per la lingua inglese e per una serie di discipline nell'ambito delle arti performative. Voi chiedete di diventare un Centro Esami Registrato per ospitare esami Trinity.

## **1. REGISTRAZIONE**

1.1 In base ai termini del presente Contratto, il vostro centro è registrato in modo da poter offrire i seguenti esami Trinity. E' possibile registrarsi per ulteriori discipline in conformità alle nostre modalità di registrazione:

ESOL Graded Examinations in Spoken English (GESE) Qualifications

Music Practical Grade and Certificate exams (Classical and Jazz)

Rock & Pop

## **2. IL NOSTRO IMPEGNO**

2.1 A seguito della firma del presente Contratto, Trinity vi fornirà un logo di Centro Esami Registrato, l'accesso ad un account utente sul nostro portale per i centri ed un post registration pack contenente informazioni e istruzioni sui nostri esami.

2.2 Noi valuteremo i candidati da voi iscritti agli esami Trinity, vi comunicheremo i loro risultati e rilasceremo i certificati d'esame per i candidati promossi.

## **3. RESPONSABILITA' DI UN CENTRO ESAMI REGISTRATO**

3.1 Voi adempirete agli obblighi connessi agli esami secondo quanto indicato nell'appendice 1 seguendo i più alti standard di servizio alla clientela e le migliori prassi accademiche, in conformità alle policy e alle procedure operative di Trinity sulle quali verrete di volta in volta informati, e ai sensi di tutti i requisiti normativi e le leggi applicabili.

3.2 Voi garantirete di registrare agli esami Trinity solo quei candidati che ragionevolmente ritenete possano completare la certificazione prescelta.

3.3 Voi garantirete che le sedi in cui vengono condotti gli esami soddisfano i requisiti specificati di volta in volta da Trinity

3.4 Voi dovrete informarci prontamente su qualsiasi modifica alle informazioni che ci avete fornito, compreso le generalità ufficiali della vostra organizzazione, l'ubicazione della sede o i contatti chiave.

- 3.5 Voi metterete sempre a disposizione personale adeguatamente qualificato in numero sufficiente e risorse manageriali e di altro tipo per un'efficace ed efficiente svolgimento degli esami;
- 3.6 Vi atterrete alle condizioni che vengono imposte a noi da organismi di vigilanza in relazione agli esami Trinity che voi offrite.
- 3.7 Se decidete di non offrire più gli esami Trinity, dopo aver già iscritto i candidati, prenderete i provvedimenti necessari per tutelare i loro interessi e fornire loro informazioni chiare su come ciò potrebbe ripercuotersi su di loro

#### **4. TERMINI E CONDIZIONI DELLA PRENOTAZIONI DEGLI ESAMI**

- 4.1 Trinity pubblica periodicamente le quote d'esame per i centri registrati. Potrete fissare il prezzo degli esami da far pagare ai vostri candidati e le tariffe dei corsi di preparazione (se applicabili) a vostra sola discrezione. La vostra prenotazione sarà fissata una volta che noi avremo confermato che l'esame può procedere e che voi avrete pagato per intero tutte le quote applicabili dovute a Trinity prima della scadenza prevista per gli esami e (a meno che non sia stato precedentemente concordato con noi o che non venga richiesto dalla legge in materia fiscale) senza compensazioni, sconti, contro-richieste, detrazioni o trattenute.
- 4.2 Voi siete autorizzati a trattenere una quota per la gestione delle iscrizioni dei candidati pari al 10% (comprensiva di IVA) dell'ammontare lordo complessivo delle quote di iscrizione dei candidati pagabile a Trinity.
- 4.3 Tuttavia, non siete autorizzati a trattenere questa quota per la gestione delle iscrizioni di quei candidati agli esami Trinity per i quali Trinity riserva una quota di iscrizione speciale e ridotta.
- 4.4 Qualsiasi prenotazione che richieda una visita da parte dell'esaminatore sarà soggetta a una *minimum booking fee* (quota minima di prenotazione) e qualsiasi prenotazione richiesta dopo la data di scadenza degli esami sarà soggetta ad una *late exam booking fee* (quota di prenotazione esami tardiva).
- 4.5 Voi accettate e acconsentite che Trinity possa, a sua sola discrezione, cancellare le visite dell'esaminatore nella vostra zona per ragioni di forza maggiore e nell'eventualità di minaccia percepita all'incolumità dei candidati o degli esaminatori.

#### **5. RISERVATEZZA, SICUREZZA E GESTIONE DEI DATI**

- 5.1 Le parti accettano ed acconsentono che ai sensi delle leggi sulla protezione dei dati, ciascuna parte agirà come (data controller) titolare del trattamento dei dati rispetto ai dati personali relativi ai candidati e ai potenziali candidati che le parti si scambieranno in conformità al presente contratto.
- 5.2 Ciascuna parte garantisce di osservare sempre ed uniformarsi alle leggi in materia di protezione dei dati in vigore.
- 5.3 A meno che non sia fornito altro legittimo motivo, voi garantirete di aver informato i vostri candidati e di aver ottenuto il loro consenso al trattamento dei dati personali da parte di Trinity relativamente agli esami, alla moderazione, alla ricerca e formazione, e relativamente al trasferimento dei dati personali dei candidati da Trinity a voi in relazione al presente contratto.
- 5.4 Voi manterrete le informazioni sui candidati (inclusi i dati personali) in modo accurato e le terrete aggiornate e comunicherete tempestivamente a Trinity qualsiasi modifica a tali informazioni.
- 5.5 Ognuna delle parti accetta di fornire all'altra parte una ragionevole collaborazione e assistenza al fine di consentire all'altra parte di ottemperare ai suoi obblighi di (data controller) titolare del trattamento dei dati relativamente ai dati personali dei candidati, compreso il consentire all'altra parte di rispettare i diritti dei candidati e/o dei potenziali candidati in relazione ai loro dati personali e di rispondere a qualsiasi altra richiesta o reclamo che provenga dai candidati e/o potenziali candidati
- 5.6 Voi dovete mettere in atto misure tecniche e organizzative per proteggere i dati personali contro la violazione della sicurezza dei dati.

- 5.7 Le parti acconsentono che ognuna delle parti metta in atto la propria policy che deve essere seguita in caso di violazione della sicurezza dei dati, prendendo in considerazione le relative leggi sulla protezione dei dati ed eventuali linee guida ad esse connesse. Ognuna delle parti acconsente a fornire all'altra l'opportuna assistenza secondo quanto necessario per facilitare la gestione di eventuali violazioni della sicurezza dei dati in modo rapido e conforme.
- 5.8 Nel caso in cui l'esecuzione degli obblighi di Trinity ai sensi o in relazione al presente contratto richieda il trasferimento dei dati personali a voi, in un luogo ubicato al di fuori dell'Area Economica Europea, voi sottoscriverete, a richiesta di Trinity, un opportuno accordo di trasferimento dei dati personali al fine di garantire la conformità alle leggi di protezione dei dati in vigore, in una forma indicata da Trinity.
- 5.9 In ogni momento risarcirete Trinity su richiesta contro eventuali perdite, rivendicazioni, costi, pretese, spese ed eventuali altre responsabilità (comprese le spese legali) che derivino da infrazioni o violazioni delle leggi di protezione dei dati applicabili o della presente clausola 5 da parte vostra o da parte di persone da voi impiegate o ingaggiate in relazione alla fornitura di servizi ai sensi del presente contratto.
- 5.10 Voi osserverete i nostri requisiti di sicurezza applicabili all'amministrazione dei nostri esami, compreso quello relativo alla conservazione delle prove d'esame Trinity e alla verifica dell'identità dei candidati.
- 5.11 Voi adatterete tutte le misure ragionevoli (a nostre spese) per fornire supporto quando ci siano richieste di informazioni e/o di documenti da parte nostra per verificare la vostra conformità a quanto previsto dal presente contratto, compresi i pagamenti. Conserverete tale documentazione per tutto il tempo in cui il presente contratto rimarrà in vigore e per i 24 mesi successivi alla sua risoluzione.
- 5.12 Voi custodirete tutte le nostre informazioni riservate in modo sicuro e segreto, eccetto quando vi sia richiesto di rivelare tali informazioni per ordine di un tribunale o di altra autorità.

## **6. USO DEL MARCHIO TRINITY**

- 6.1 Con il presente atto Trinity vi concede, per la durata del presente Contratto, il diritto non esclusivo, non trasferibile e royalty-free (senza alcun diritto di sub-licenza) di utilizzare il logo del vostro Centro Esami Registrato (il logo consegnato da Trinity è composto dalla combinazione di un marchio Trinity e del numero di registrazione che è stato assegnato al vostro centro) ed i marchi Trinity che definiscono i vostri esami Trinity. Dovete assicurarvi che tutto il materiale prodotto in relazione agli esami Trinity sia conforme alle linee guida del marchio e alle eventuali limitazioni o restrizioni che noi indichiamo di volta in volta.

## **7. LIMITI DELLE RESPONSABILITA' DELLE PARTI**

- 7.1 Salvo quanto stabilito nel presente Contratto, tutte le garanzie, le condizioni e gli altri termini impliciti per legge o diritto consuetudinario vengono, nella misura massima consentita dalla legge, esclusi dal presente Contratto a parte il fatto che niente nel presente Contratto limiterà o escluderà le responsabilità di entrambe le parti per morte o lesioni personali causate da propria negligenza o da negligenza del proprio personale, di agenti, di subappaltatori o prestatori d'opera, da frode o da dichiarazione fraudolenta o da qualsiasi eventuale responsabilità che non possa essere esclusa o limitata ai sensi della legge inglese.
- 7.2 Ai sensi della clausola 7.1, nessuna delle parti di questo Contratto avrà alcuna responsabilità nei confronti dell'altra parte comunque derivante da perdite indirette o lucro cessante in relazione al presente Contratto.
- 7.3 La nostra responsabilità per qualsiasi reclamo o serie di reclami collegati, in qualunque modo derivanti o in relazione al presente Contratto, è limitata ad una somma massima pari al più alto fra 5.000 sterline e la somma lorda complessiva delle quote di esame e/o dalle quote minime di prenotazione (secondo quanto applicabile) pagate da voi conformemente al presente Contratto entro i dodici mesi precedenti l'evento che ha dato origine al reclamo.
- 7.4 Voi accettate di risarcire ed indennizzare Trinity in caso di danni o perdite subiti da Trinity, dai suoi rappresentanti designati o dai suoi impiegati in relazione a:
- (i) richieste di risarcimento fatte da voi o da chiunque lavori per voi per qualsiasi pagamento o remunerazione connessi al lavoro; e/o

- (ii) presunta o effettiva violazione o furto di informazioni riservate o diritti di proprietà intellettuale di Trinity da parte di chiunque lavori nel vostro centro.
- 7.5 Con la sottoscrizione del presente Contratto, voi confermate di disporre di un'assicurazione completa e generale a copertura eventuali rischi potenziali derivanti dalle vostre attività come centro.
- 8. DURATA E RISOLUZIONE**
- 8.1 Il presente Contratto entrerà in vigore il 01/03/2020 e rimarrà in vigore a meno che non venga risolto in conformità con questa clausola.
- 8.2 Ciascuna delle parti può recedere dal presente contratto senza giusta causa o risarcimento (ma fatti salvi i suoi diritti o rimedi):
- (i) con preavviso scritto di tre mesi all'altra parte;
  - (ii) per causa di forza maggiore, come indicato nell'appendice 2.
- 8.3 Fatto salvo qualsiasi nostro diritto o rimedio, noi possiamo risolvere il presente Contratto immediatamente senza responsabilità nel caso in cui:
- (i) voi commettiate una violazione sostanziale del presente Contratto (compresa una violazione di qualsiasi policy o procedura Trinity notificata ai sensi di esso) cui non siate in grado di porre rimedio entro 14 giorni;
  - (ii) noi riteniamo ragionevolmente che la vostra condotta sia pregiudizievole per i nostri interessi o non sia coerente con i valori dei nostri marchi o possa portare discredito a Trinity; oppure
  - (iii) voi non presentiate candidati agli esami Trinity per un periodo di 24 mesi consecutivi.
- 8.4 Noi ci riserviamo il diritto di sospendere o limitare la vostra posizione di Centro Esami Registrato rispetto a qualsiasi esame o a qualsiasi Sede di esami Approvata nel caso in cui vi sia il sospetto che abbiate commesso una violazione del presente Contratto o nel corso di qualsiasi indagine che si rendesse necessaria.
- 9. CONSEGUENZE DELLA SOSPENSIONE O DELLA RISOLUZIONE**
- 9.1 Immediatamente dopo la sospensione o la risoluzione del presente Contratto (o su nostra ragionevole richiesta nel caso in cui stiamo facendo indagini sulla vostra condotta):
- (i) voi prenderete tutti i ragionevoli provvedimenti per agire nel miglior interesse legittimo dei candidati;
  - (ii) adempirete ai vostri obblighi ancora da soddisfare quali il pagamento immediato di tutte le somme insolute dovute a Trinity e lo svolgimento degli esami Trinity in programma (a meno che Trinity non vi chieda altrimenti), e poi:
    - (a) interromperete le vostre attività di Centro Esami Registrato;
    - (b) (farete ciò che e) redigerete eventuali ulteriori documenti che siano necessari per conferire a Trinity tutti i diritti, i titoli e gli interessi sui diritti di proprietà intellettuale che appartengono a Trinity; e
    - (c) cesserete di utilizzare qualsiasi proprietà di Trinity e la consegnerete prontamente a Trinity, inclusi i dati dei candidati.
- 9.2 Al momento della risoluzione del presente Contratto, per qualsiasi motivo essa avvenga, i diritti e le responsabilità maturati da ciascuna parte al momento della risoluzione del contratto, nonché la clausola 5 (*Riservatezza, Sicurezza e Gestione Dati*), la 7 (*Limiti alla Responsabilità e Responsabilità delle Parti*), la 9 (*Conseguenze della Sospensione o della Risoluzione*), la 10 (*Dichiarazione*), ed i paragrafi 15 – Disposizioni generali (*Legge Applicabile e Foro Competente*) e 16 – Disposizioni generali (*Lingua*) dell'appendice 2 continueranno a rimanere in essere a tutti gli effetti di legge.
- 10. DICHIARAZIONE**
- 10.1 Voi dichiarate:
- ☒ di avere il potere e l'autorità necessari per stipulare ed eseguire i vostri obblighi così come

previsti dal presente Contratto;

- ☒ che le informazioni da voi fornite nel vostro modulo di registrazione sono veritiere e non ingannevoli;
- ☒ che il presente Contratto avrà effetto legale se firmato elettronicamente utilizzando un provider di firma elettronica certificata.

**Nome dell'organizzazione** (come appare nella documentazione ufficiale della società):

Circolo Didattico "San Domenico Savio - Tommaso Fiore"

Numero di Iscrizione al Registro delle Imprese/Enti di Beneficenza (se pertinente):

91112520720

Indirizzo completo della sede legale:

Via: Via Fratelli Cervi  
16

Codice Avviamento Postale: 70024

Città: Gravina in Puglia

Paese: Italia

Numero di Registrazione Centro Trinity College London: 52830

**FIRMATO** in nome e per conto del **CENTRO ESAMI REGISTRATO:**

Antonella Accettura

Antonella Accettura (Mar 11, 2020)

Antonella Accettura

Dirigente scolastico (Headmaster)

Mar 11, 2020

**FIRMATO in nome e per conto di TRINITY COLLEGE LONDON**



Firma

SARAH KEMP

AMMINISTRATORE DELEGATO

Data

Mar 11, 2020

## APPENDICE 1

### OBBLIGHI COLLEGATI AGLI ESAME

Voi assolverete ai seguenti obblighi collegati agli esami a favore dei vostri candidati:

- (a) preparare i candidati agli esami Trinity in conformità alle relative specifiche degli esami Trinity;
- (b) iscrivere i candidati e gestire le loro richieste in conformità con i termini e le procedure di prenotazione di Trinity;
- (c) organizzare il calendario [timetable] delle sessioni d'esame e garantire la salvaguardia e la custodia dei materiali degli esami Trinity;
- (d) ospitare gli esami Trinity presso sedi di esame che soddisfino i requisiti richiesti da Trinity (come pubblicati di volta in volta) e garantire l'offerta di servizi adeguati ai candidati e agli esaminatori Trinity, oltre al necessario livello di assistenza e monitoraggio durante gli esami;
- (e) distribuire gli *appointment and confirmation slips* (ove pertinente), rendere noti ai candidati i loro risultati e distribuire prontamente i certificati ai candidati promossi;
- (f) seguire i reclami e i ricorsi dei candidati in conformità alle policy e alle procedure di Trinity per reclami e ricorsi ed assistere Trinity nel condurre indagini se necessario;
- (g) rispettare i requisiti delle specifiche, dei regolamenti e delle policy di Trinity, notificati di volta in volta, applicabili agli esami Trinity sostenuti dai vostri candidati, assicurando che vengano comunicati ai candidati e agli insegnanti, a seconda dei casi;
- (h) fornire cooperazione ed assistenza a Trinity secondo quanto sia ragionevolmente necessario secondo il vostro ruolo di Centro Esami Registrato.

## **APPENDICE 2 - – DISPOSIZIONI GENERALI**

1. Noi vi daremo un ragionevole preavviso relativamente a eventuali modifiche fatte agli altri documenti che sono incorporati nel presente Contratto.
2. Voi avrete il controllo e la responsabilità esclusivi (su remunerazione e pagamento compresi) delle persone che lavorano per il vostro centro e garantirete che queste persone non facciano discriminazioni nei confronti di qualsiasi persona ai sensi della legge sulle pari opportunità in vigore.
3. Il logo del vostro Centro Esami Registrato ed il certificato di registrazione sono le sole prove valide della registrazione del vostro centro da parte di Trinity. Garantirete di non suggerire in alcun modo che il vostro centro sia di proprietà o controllato da Trinity o che sia stato accreditato, validato o concesso in franchising da Trinity.
4. Salvo laddove l'utilizzo, l'archiviazione o la registrazione precedano il presente Contratto, non utilizzerete né cercherete di registrare alcun marchio, design, ragione sociale o nome di dominio che comprendano o possano essere confusi con qualsiasi marchio Trinity o con il logo del centro d'esame registrato, né farete né permetterete di compiere alcun atto che possa indebolire, danneggiare o pregiudicare in altro modo la reputazione e il buon nome associati ai marchi Trinity né interferirete con la registrazione o la validità dei diritti di proprietà intellettuale di Trinity.
5. Una violazione del diritto concesso ai sensi della clausola 6 o ai sensi della nostra policy anticorruzione verrà necessariamente considerata una violazione sostanziale del presente Contratto.
6. Nulla nel presente Contratto rende voi un agente o un socio di Trinity né dà adito alla costituzione di una joint venture fra voi e Trinity.
7. In caso di conflitto fra il presente Contratto e qualsiasi altra documentazione in esso incorporata, le disposizioni del presente Contratto dovranno prevalere. Nessuna variazione al presente Contratto sarà valida a meno che non sia per iscritto e debitamente eseguita dalle parti.
8. L'invalidità, l'illegalità o l'inapplicabilità di qualsiasi condizione, condizione parziale o diritto derivante dal presente Contratto non inficerà la validità, la legalità o l'applicabilità delle sue condizioni rimanenti.
9. Nessuna delle parti incorrerà nella violazione del presente Contratto né sarà responsabile per un ritardo o per mancata esecuzione derivante da eventi, circostanze o cause al di fuori del suo ragionevole controllo. In tali circostanze la parte interessata avrà diritto ad una ragionevole proroga del tempo assegnato per l'esecuzione dei suoi obblighi, a condizione che, se il periodo di ritardo o mancata esecuzione si protrae oltre 30 giorni dalla data dell'evento, l'altra parte possa risolvere il presente Contratto con un preavviso scritto di 14 giorni.
10. Qualsiasi comunicazione o avviso inerente al presente Contratto dovrà avvenire in forma scritta. Le notifiche possono essere inviate per posta prioritaria prepagata o per e-mail, nel vostro caso alla persona autorizzata il cui indirizzo e-mail è indicato nel vostro modulo di registrazione e, nel caso di Trinity, al Direttore dei Servizi Legali. Una comunicazione o un avviso sarà considerato ricevuto dopo 5 giorni dall'invio se inviato per posta prioritaria e alle ore 17,00 del giorno dell'invio se inviato per e-mail, a condizione che eventuali comunicazioni o avvisi ricevuti nel fine settimana e in un giorno festivo o dopo le ore 17,00 (orario locale del luogo di ricevimento) saranno considerati ricevuti il giorno feriale successivo.
12. Nessuna persona che non sia parte integrante del presente Contratto avrà alcun diritto a far valere i termini del presente atto.
13. Nel caso in cui una delle parti non esercitasse alcun diritto o rimedio ivi contenuti, ciò non dovrà essere interpretato come una rinuncia a tale diritto o rimedio.
14. Il presente Contratto costituisce l'intero accordo fra le parti e sostituisce tutti i precedenti accordi o intese fra le parti inerenti il medesimo oggetto.
15. Il presente Contratto sarà regolato e interpretato in conformità con la legge inglese e le parti concordano di sottoporsi alla giurisdizione esclusiva dei tribunali inglesi.
16. Il presente Contratto è redatto in lingua inglese. Il testo in lingua inglese prevale su

qualsiasi traduzione.

17. Il presente Contratto può essere firmato in qualsiasi numero di copie ognuna delle

quali, una volta perfezionata, costituirà una copia originale, ma tutte le copie insieme costituiranno un unico contratto.



# Registered Exam Centre Handbook

Please read this handbook in conjunction  
with your contract

Trinity College London  
[www.trinitycollege.com](http://www.trinitycollege.com)

Charity number 1014792  
Patron HRH The Duke of Kent KG

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# 1. Introduction

## 1.1 Who this Handbook is for

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

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

## 1.2 What this Handbook contains

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

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

## 1.3 Related documentation and operational guidance

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

## 1.4 Changes to the Handbook

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

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

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

## 2. Your Relationship with Trinity

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

## 3. Your role as a Registered Exam Centre

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

### 3.1 Preparing candidates

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

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

### 3.2 Exam best practice

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

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

### 3.3 Trinity online

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

Trinity Online's functionality includes:

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

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

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

## 4. Quality and Standards

### 4.1 Standards

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

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

### 4.2 Regulation

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

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

## 5. Compliance and Applicable Policies

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

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

### 5.1 Anti-corruption and bribery policy

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

Under UK law it is illegal:

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

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

### 5.2 Safeguarding and Child Protection policy

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

### 5.3 Conflict of Interest policy

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

### 5.4 Data Protection and Security policies

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

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

### 5.5 Health and safety

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

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

## **5.6 Malpractice**

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

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

## **5.7 Special Consideration and Special Needs**

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

## **5.8 Customer care statement**

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

## **5.9 Appeals and results enquiries**

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

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

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

Links for appeals and results can be found at [www.trinitycollege.com/appeals](http://www.trinitycollege.com/appeals).

# Working with us: Brand guidelines for registered exam centres

## Contents

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

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

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

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

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

May 2018 edition



## 02 The logos

### The registered exam centre logo

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

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

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

### When you may start using your registered exam centre logo

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

### How to access your logo

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

### Using your logo

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

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

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

- ▶ certificates of any kind
- ▶ registration forms.

### Approval of items using your registered exam centre logo

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

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

### A sample registered exam centre logo

**TRINITY**  
COLLEGE LONDON

Registered Exam Centre 1234567



Your unique registered exam centre number

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

**TRINITY** | **ROCK**  
COLLEGE LONDON & **POP**

Registered Exam Centre 1234567



Your unique registered exam centre number

### 03 Position of the logos

#### Exclusion zone

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

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

#### Position on a page

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

#### Backgrounds

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

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

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



## 04 Size of the logos

### Minimum size

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

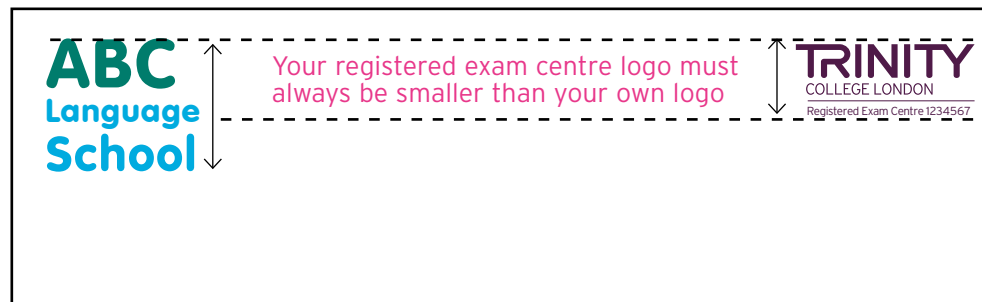
For screen and web, the main registered exam centre logo should be at least 65 pixels high. For the Rock & Pop versions it should be 75 pixels in height or larger.



### Maximum size

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

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



### Ensuring quality

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

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

## 05 How **not** to use a logo

1. Do not stretch or distort the logo.



2. Do not change the colour of the logo.



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



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



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




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




## 06 Example applications (scaled-down versions)

### Compliment slip





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

with compliments




TRINITY  
COLLEGE LONDON  
Registered Exam Centre 1234567

### Leaflet




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

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



TRINITY  
COLLEGE LONDON  
Registered Exam Centre 1234567


### Website



**Courses leading to Trinity College London exams**

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

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



TRINITY  
COLLEGE LONDON  
Registered Exam Centre 1234567

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## 07 References to Trinity College London and our exams

### Protecting the Trinity College London brand

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

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

### References to Trinity College London

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

### References to our exams

#### English language

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

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

#### Music

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

### Contact

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

## Registered Exam Centre Agreement: Frequently Asked Questions

### CI 1.1

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

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

### CI 1.2

**What do I need to do to host exams at another venue?**

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

### CI 2.1

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

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

### CI. 3.1

**How will I know what laws and regulations apply?**

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

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

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

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

### CI 3.2

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

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

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

### Cl. 3.5

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

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

You can read these conditions here: <https://www.gov.uk/government/publications/general-conditions-of-recognition>.

### Cl. 4.1

#### **How will Trinity notify my centre about its fees?**

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

### Cl. 4.1

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

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

All taxes relating to the running of your centre are payable by your centre at the applicable local rate, including: tax payable on your centre's income; business taxes; taxes and other contributions payable in relation to employees' salaries, etc. This principle is also covered under clause 9.1(vii), whereby you guarantee to Trinity that you will be solely responsible for these costs.

### Cl. 5.2

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

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

### Cl. 5.8

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

Information on Trinity's security requirements can be found in Trinity's Data Protection Policy at [www.trinitycollege.com/policies](http://www.trinitycollege.com/policies) and in our Best Practice Guidebooks.

### Cl. 5.13

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

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

### Cl. 6.1

#### **Where can I find Trinity's Brand Guidelines?**

The Brand Guidelines will be supplied to you when you are issued with your Registered Exam Centre contract and may be updated from time to time. Please check [www.trinitycollege.com/examcentres](http://www.trinitycollege.com/examcentres) for updates.

#### Cl. 7.1

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

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

#### Cl. 7.4

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

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

#### Cl. 7.5

##### **What would be considered full and comprehensive insurance?**

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

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

#### Cl. 8.1

##### **How long will this contract last for?**

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

##### **Can I terminate the contract at any time?**

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

Where your centre contract terminates early, we may ask you to fulfil obligations to Trinity that remain unfulfilled at the time of termination (such as allowing enrolled candidates to take their exam, see clause 9.1).

#### Cl. 9

##### **What will happen on termination?**

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

## Cl. 9.1

### **What happens if my school decides to withdraw from offering the Trinity exam?**

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

## Schedule 2 - Cl. 7

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

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

## Schedule 2 - Cl. 8

### **What does this clause mean?**

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

## Schedule 2 - Cl. 9

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

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

## Schedule 2 - Cl. 12

### **Why is there a reference to third parties in this clause?**

No one other than the parties stated at the top of the contract have any right to put our contract into practice or dispute any matter about it before the courts.

## Schedule 2 - Cl. 14

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

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

## Schedule 2 - Cl. 16

### **Why does the English version of the contract prevail?**

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

## APPLICATION FORM TO ACCESS TRINITY ONLINE - CENTRES

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

### Use of Trinity Online

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

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

### Your obligations

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

### Personal Data

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

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

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

### Changes to Trinity Online and these Conditions

We may at any time modify, add or delete:

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

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

### Trinity Online (TOL) New Account Details

<b>Name</b> Circolo Didattico "Savio - Fiore"	<b>Job title</b> Dirigente scolastico (Headmaster)
<b>Email address</b> baee20100b@istruzione.it	<b>REC no</b>  <b>Centre name</b> Circolo Didattico "San Domenico Savio - Tommaso Fiore"
<b>Signed:</b> <u>Antonella Accettura</u> <b>Date:</b> Antonella Accettura (Mar 11, 2020)	









# REC-ITA-STATE-02032001-Centro Esami Registrato

Final Audit Report

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