



**SHKOLLA E LARTË
HËNA E PLOTË - BEDËR**



Registration Centre, Testing and Teaching Venue Agreement

23 April 2015, Tirana

Hereby, **British Council Albania**, located at C/O British Embassy, Rruga Skënderbej, Nr. 12, Tirana, Albania, represented by Aida Berxholi, Country Director; and **Shkolla e Lartë Hëna e Plotë - Bedër**, located at Rruga Jordan Misja, Tirana, Albania, represented by Rector Dr.Ferdinand Gjana, have agreed to the following:

1 Subject of the Agreement

Promotion, registration and venue services (testing and teaching) at Shkolla e Lartë Hëna e Plotë - Bedër in the capacity of British Council Registration Centre for IELTS and all other tests and services/products/events of the British Council Albania portfolio (refer to Appendix 2 for a more detailed list of British Council products and services that the center is expected to promote as part of this agreement).

2 Rights and Obligations of the Parties

2.1. Shkolla e Lartë Hëna e Plotë - Bedër undertakes to:

- 2.1.1. Promote IELTS and all other educational and professional exams, products and services, as well as online and face to face training courses of any subject or length offered by British Council Albania, to its students and the general public through either a specific member of their staff or through a number of staff members as part of their daily duties.
- 2.1.2. Allow space for a prominent promotion and registration spot with computer and internet access to facilitate the processing of IELTS applications and/or other applications/enquiries.
- 2.1.3. Give information to potential candidates about IELTS and all other products and services and their administration by the British Council Albania staff.
- 2.1.4. Carry out the registration of the candidates for the IELTS test and any other activities as necessary;
- 2.1.5. Deliver the IELTS application forms for complete sessions to the British Council Albania at least two weeks before the test date.

Also, inform the candidates that their application will only be considered complete once the completed application form and test fees have been received by the British Council and therefore applicant notified individually by the British Council staff via mail used for the online application.

- 2.1.6. Ensure that the candidates have all the necessary information about the test day arrangements;
- 2.1.7. Identify and assign a suitable venue for the delivery of tests and other services when the need for such arises. The venue will be jointly agreed on a case by case need and it shall respond to all British Council set criteria regarding the secure and efficient delivery of tests and other services.

- 2.1.8. Identify and assign a closed office space (locked and secured full working hours access by the British Council staff) of at least 16 m² (to be agreed upon if and when the need for such a space arises).
- 2.1.9. Allow and collaborate in branding action on both venue and closed British Council office as stipulated above.
- 2.1.10. Deliver the Test Report Forms to the IELTS candidates.
- 2.1.11. Assure that IELTS and Aptis are the sole English language testing systems promoted to the students of Shkolla e Lartë Hena e Plotë - Bedër.
- 2.1.12. Assure a self student's candidates traffic per annum of at least 20% of the students that complete their Masters and Doctorate studies at the Shkolla e Lartë Hena e Plotë - Bedër.
- 2.1.13. Ensure that there are no disturbances on the test days or days of other British Council activities taking place at the premises of Shkolla e Lartë Hena e Plotë - Bedër.
- 2.1.14. Provide adequate facilities that meet all the requirements of any specific tests taking place at the premises of Shkolla e Lartë Hena e Plotë - Bedër.
- 2.1.15. Foresee and cover all utility costs for the venue such as water/electricity/maintenance/internet line/audio system for venue and cleaning.
- 2.1.16. Ensure that all the facilities (for example, test rooms, waiting areas, toilets, classrooms) and equipment are clean and in good working order;
- 2.1.17. Record candidates' enquiries and complaints related to any of the British Council Albania services and products and send them within the working day they are received to the British Council staff.

2.2. The British Council Albania undertakes to:

- 2.2.1. Administer IELTS and other educational and professional exams and other services at this center.
- 2.2.2. Work with Shkolla e Lartë Hena e Plotë - Bedër to recruit suitable invigilators / examiners / English language teachers etc. and ensure they meet standard IELTS and British Council requirements. All IELTS Confidentiality Undertaking & Code of Conduct and other relevant documentations applicable to qualified invigilators / examiners / English language teachers etc. are signed and filed appropriately.
- 2.2.3. Conduct the training for local invigilators and supervisors and other staff.
- 2.2.4. Provide all registered candidates access to IELTS online preparation system – Road to IELTS.
- 2.2.5. Supply the venue/s with adequate audio/health and safety equipment if needed. Such equipment will remain British Council property.
- 2.2.6. Supply the test materials and ensure their security.
- 2.2.7. Supply any other materials as needed for different events taking place at Shkolla e Lartë Hena e Plotë - Bedër.
- 2.2.8. Provide attendance registers from the IELTS database.
- 2.2.9. Mark the tests.
- 2.2.10. Produce the IELTS Test Report Forms and deliver them to Shkolla e Lartë Hena e Plotë - Bedër.
- 2.2.11. Publicize candidates' results on-line on the 13th day after the test.
- 2.2.12. Deal with candidate enquiries on results and complaints.
- 2.2.13. Carry out inspections of the registration spot and test venues to ensure they meet the requirements as laid down in the Regulations.
- 2.2.14. Deal with the registration spot and the test venues in matters of non-compliance with the Regulations.
- 2.2.15. Move to online registration for IELTS as soon as all preparatory procedures are settled between the two parties.
- 2.2.16. Maintain at the best of its capabilities all space and equipment provided by Shkolla e Lartë Hena e Plotë - Bedër.
- 2.2.17. Provide Shkolla e Lartë Hena e Plotë - Bedër with specific test promotional materials for the candidates and the general public.

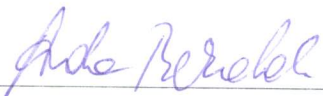
- 2.2.18. Pay an incentive fee based on tests taken through the Centre as stipulated on the 'Financial Provisions' in this contract.
- 2.2.19. Cover 50% of the coordinator staffing cost (if there will be a dedicated member of staff responsible for promoting and registering candidates for IELTS and other exams and/or activities – to be agreed upon three months after the signing of this contract based on enquiries traffic at registration center). Such costs cannot be altered without prior written agreement between the parties.

3 Validity of the Contract, Amendments, Termination

- 3.1. The Agreement shall come into force from April 23rd 2015 and remain in effect until April 23rd 2016.
- 3.2. The Agreement may be amended or extended only by mutual written agreement between the Parties.
- 3.3. If for any reason either party wishes to terminate this Agreement prematurely it may do so by giving no less than 60 days' written notice.
- 3.4. The Parties will settle with each other prior to terminating the Agreement.
- 3.5. The Agreement is prepared in four copies – two for each Party.
- 3.6. Each copy of the Agreement has the same legal effect.

4 References of the Parties

British Council Albania

Signed: 

Aida Berxholi, Country Director

Shkolla e Lartë Hena e Plotë - Bedër

Signed: 

Dr. Ferdinand Gjana, Rector

Regulations

23 April 2015, Tirana

These are the regulations for promoting, registering and venue service regarding the IELTS test and any other British Council products, services and activities which must be adhered to by Shkolla e Lartë Hena e Plotë - Bedër and the British Council Albania.

Responsibilities of Shkolla e Lartë Hena e Plotë - Bedër

Information

1. All information about the IELTS test and any other products or services and their administration provided by the BC must be displayed clearly for the public to see.
2. The spot giving information to students and the public and registering candidates is open at least five days a week, Monday-Friday, for at least eight hours a day. These times should be displayed clearly for all visitors to see even when the office is closed. The parties shall jointly decide on these times.
3. The telephone is owned by the British Council and manned by the coordinator for the same number of hours as the registration spot opening hours (at least 8 hours a day, 5 days a week) with staff who speak Albanian and English and can answer all enquiries about the IELTS test dates and registration procedures. The information given must be accurate at all times. The staff must be polite and helpful at all times with the enquirers.
4. Shkolla e Lartë Hena e Plotë - Bedër shall give out accurate details about the registration for the test, available test dates, contact details, times of registration, and directions of how to get to the registration office and test venue on their website. This information will mirror the information given on the BC website and the fees will be the same (see Appendix 1).
5. Shkolla e Lartë Hena e Plotë - Bedër will monitor the numbers of candidates enquiring and registering for the test and make every effort to increase capacity according to meeting demand.
6. The coordinator shall hand candidates any specimen material/preparation material upon proof of payment collection and handling to the British Council staff.

Registration

7. The coordinator will help the candidates to fill in the IELTS Application Form correctly if needed and make sure that all the details in the form are correct. They will advise as to whether General Training or Academic IELTS should be taken, or in an unclear case, refer the candidate to the British Council.

The coordinator collects candidate's registration documents:

- The test fee (proof of purchase) paid at the British Council Account from the candidates at the current rate with no additional charges.
 - 2 passport size photographs (not more than 6 months old with no glasses) and photocopy of the Identification document used on the application
 - Online application printed and signed by the candidate
8. Every candidate must be given the latest copy of the Information for Candidates booklet made available by the British Council staff.
 9. All candidates will be given equal priority to take the test. No candidate may be required to purchase any other service, or fulfill any condition for registration except those set out in these Regulations.
 10. Candidates are allowed to transfer to a different test date only once and provided it is more than five weeks before the original test date registered for. The transfer must be recorded on the candidate's Application Form.
 11. Candidates are allowed to cancel an IELTS registration provided it is more than five weeks before the test date. In this case refer to the terms and conditions on refunding policy stipulated by the British Council Albania (www.britishcouncil.org/albania)
 12. Shkolla e Lartë Hena e Plotë - Bedër will inform the British Council Albania of the exact number of candidates registered for the session by the registration deadline set for it.
 13. Shkolla e Lartë Hena e Plotë - Bedër will deliver the Application Forms, all correctly completed, to the British Council office at least two weeks before the test date. The application document will contain in its front page a hand written signed note to identify whether the candidate is a student at Shkolla e Lartë Hena e Plotë - Bedër with an identified student ID number or 'other candidate'.

Before the Test Day

14. Shkolla e Lartë Hena e Plotë - Bedër will ensure that there is adequate room/venue (referring to point 2.1.8) for the written test, which can accommodate candidates at a distance of 1.25 meters from each other in all directions, and with no chances of the candidates seeing each other's papers. They will also ensure that these rooms are kept clean and tidy on the test day.
15. The venue space for candidates' accommodation for the written test shall be made available 48 hours/monthly in accordance with the British Council official calendar dates which will be made available by a member of British Council staff a minimum of two weeks prior to the event taking place.
16. If additional venue space is needed as a result of increased number of candidates apart from venue stipulated as above Shkolla e Lartë Hena e Plotë - Bedër shall provide for that.

17. For the interviews, a small room is provided for each oral examiner, accommodating one candidate, one examiner and a table of at least one square meter. Two chairs must be provided, at least one of which is comfortable for the examiner.
18. The venue for the interviews and the written test shall be made available upon British Council staff request 10 days prior to the day of the test.
19. Shkolla e Lartë Hena e Plotë - Bedër must ensure that the area used for the test (both the written papers and interviews) will be free from any noise, including class bells, large groups of students moving about, building or decoration work, music, or any other disturbances. The rooms must provide a quiet and uninterrupted environment for the candidates.
20. Shkolla e Lartë Hena e Plotë - Bedër must also ensure that the temperature of the rooms is comfortable for the candidates and examiners: warm in winter and cool in summer (varying from 22 – 25 C). This applies not only to the rooms used for the written and oral tests, but also any waiting rooms or areas used before the tests begin.
21. Toilets for men and women must be available near the test room/s/venue/s and must be clean and in good working order at the time of the test.
22. Adequate signage must be put up around to ensure that the candidates find the test rooms without any difficulty on the test day.
23. The British Council staff will be responsible for the transportation of the Examination paper and any other materials – as well as the Exams staff and examiners.

On the Test Day

24. The invigilators arrive at least one hour before the start of the test and admit the candidates into their rooms, by examining their ID documents, photographs, and checking them with the Attendance Register.
25. The invigilators have the right to refuse entry to a candidate who cannot produce the correct documents or whose documents are suspected of being false. Such candidates are not entitled to the refund of their test fee, but can appeal later at the relevant BC office.
26. The invigilators must give the test instructions to the candidates slowly and clearly in English and ensure that no cheating takes place during the test. They have the right to reject from the test any candidates who are caught cheating.
27. Adequate secure space must be provided for the candidate's possessions. This should be a separate room from the test room.
28. Technicians must be available in the vicinity of the test rooms during the Listening test with the ability to solve any technical problems that might arise.
29. The coordinator must ensure that nobody other than BC staff, examiners, invigilators and supervisors is allowed access to the candidates during the test.
30. The coordinator must be available during the test sessions in order to support and assist the Test Supervisors and oral examiners in any problems that might arise.

31. Invigilators must check the test room before candidate's entry to ensure the room is free from hidden recording devices and emergency exits are clear for use in case of needs.
32. Invigilators must check candidate's ID properly in the same procedures as the morning session and temporarily keep their belongings before they enter the Speaking test room. Invigilators also ensure candidates are ushered into Speaking test room and accompanied out of the test venue where possible to avoid contact with other waiting candidates.
33. Invigilators are clear of all IELTS regulations for candidates and its implications to candidates so that they could refer to these with confidence when dealing with malpractice cases.
34. Invigilators sign in receipt of test materials from BC Albania Exams staff where applicable.

After the Test Day

35. Shkolla e Lartë Hena e Plotë - Bedër must ensure that the Test Report Forms are delivered/handled (no posting service foreseen) to the candidates as provided by the British Council (in closed envelopes).
36. During the handling of the TRF Shkolla e Lartë Hena e Plotë - Bedër will collect signature and ID proof of delivery from all candidates.

The coordinator will deliver the filled TRF delivery form at the British Council completed separately for each session not later than 1 month from the testing date. If TRF are not delivered yet because the candidate did not present to withdraw then the TRF shall be returned to the British Council by the coordinator.

Responsibilities of the British Council Albania

The British Council Albania agrees to arrange an IELTS exam for a minimum of 50 candidates/session.

Information

1. The BC provides all the information that the candidates and Shkolla e Lartë Hena e Plotë - Bedër need to have about the IELTS test: Application forms, Candidate Information Booklets and any other informative/promotional materials required for the test and all other services/products.
2. The address and contact details of the registration office of Shkolla e Lartë Hena e Plotë - Bedër will be published in the IELTS Handbook and on the official IELTS website.

Before the Test Day

3. On receipt of the Application Forms from Shkolla e Lartë Hena e Plotë - Bedër, the BC staff will input all the candidates into the IELTS database.
4. The BC will print out interview schedules and will pass this information to at least 1 week prior to the test date.
5. At least one day before the test day, Shkolla e Lartë Hena e Plotë - Bedër will be supplied with the candidate lists with names and candidate numbers allocated to specific room, for both the written and oral tests.
6. The BC will also inform Shkolla e Lartë Hena e Plotë - Bedër of the name and telephone number (mobile) of the Test Supervisor(s) appointed for the test at least three days before the test date.
7. All examiners, invigilators and test supervisor needed for the test will be supplied and paid by the BC.

On the Test Day

8. The Test Supervisor has ultimate responsibility for all the procedures that take place on the test day and all enquiries should be given to him/her. He/she must be available at all times during the test in case of problems.

After the Test

9. All results are fed accurately into the IELTS database by the BC staff as soon as they have been received from the examiners. The Test Report Forms are issued on the 13th calendar date after the test date and being posted in closed envelopes by registered post to Shkolla e Lartë Hena e Plotë - Bedër for distribution.
10. Extra Test Report Forms are issued by the BC Albania on demand from the candidates and sent straight to the institutions requested provided that this information is supplied on the Application Form prior to the Test date.
11. Any complaints about the administration of the test from candidates or anyone else will be dealt with by the BC staff, which must always endeavour to make sure that all candidates are treated fairly.

Staffing

12. All invigilators used will be trained and monitored regularly by the BC in order to ensure standardisation.
13. All examiners are recruited, trained and monitored regularly by the BC.
14. The BC will endeavour to ensure that all the staff used at a test remains polite and courteous to the candidates at all times, although strict measures might have to be taken against those candidates who attempt to cheat in whatever way.

Standards Monitoring

15. Any feedback from Shkolla e Lartë Hena e Plotë - Bedër on the performance/behaviour of examiners, and on BC staff, will be given careful consideration for further investigation and action to be taken.
16. The BC will provide training for the coordinator on the registration procedures and the necessary customer care standards. This should be discussed with the relevant BC Examinations Services Manager.
17. If the coordinator intends to end the working relationship, Shkolla e Lartë Hena e Plotë - Bedër shall make sure the position is filled immediately and that the British Council is communicated in order to handle to the new coordinator all the necessary training.
18. An official handing over of the leaving coordinator signed by both parties is coordinated by Shkolla e Lartë Hena e Plotë - Bedër.

Financial Provisioning

The British Council will pay the amount of Eur 4 per each IELTS candidate registered at Shkolla e Lartë Hena e Plotë - Bedër Registration Center. The amount will be due to Shkolla e Lartë Hena e Plotë - Bedër within one month,

following the issuance of the corresponding invoice. The British Council will pay an additional amount of Eur 10 per each IELTS candidate that takes the IELTS test at the premises of Shkolla e Lartë Hena e Plotë - Bedër.

Other incentives will also apply and shall be discussed and agreed upon case by case and will be outlined in an annex that will be added to this agreement.

CO BRANDING

The promotion made in the test centre shall be duly represented under the following artwork usage of which is agreed by both parties.

LOGO to be agreed prior to signing the contract

The statement "IELTS is jointly owned by the British Council, IDP: IELTS Australia and University of Cambridge ESOL Examinations" shall be included in all materials along with the logo in accordance with guidelines.

The artwork is strictly prohibited to be used for: any certificate layout, contract, invoice or other legal or financial document, as part of an e-mail template or in any other electronic form other than as part of a web page or e-mail newsletter.

At all times the artwork usage for different information and advertising purposes is authorized formally (via mail) by the British Council.

CO PROMOTION

1. Shkolla e Lartë Hena e Plotë - Bedër will promote IELTS as agreed with British Council Albania and adhere to IELTS branding guidelines provided by British Council Albania.
2. Shkolla e Lartë Hena e Plotë - Bedër will keep the British Council Albania informed when stocks of IELTS and other educational/cultural exams promotional materials are getting low.
3. Shkolla e Lartë Hena e Plotë - Bedër will include IELTS in all their marketing and promotional activities to appropriate target audience for IELTS and liaise with British Council Albania in stakeholders management issues.

The parties agree to co promote in accordance with the purpose of this agreement. Promotion and advertising-including brochures, poster, adverts, test centre website, internal and external signage, e-mail newsletters specifically relating to the British Council IELTS test delivery services cannot be used on materials which also promote other services such as ie. students placement.

The promotion and advertising made in the premises of Shkolla e Lartë Hena e Plotë - Bedër and with random communication means such as British Council/IELTS brochures, self student's e-mail alerts etc that bear no separate production/delivery cost shall be cost free for the British Council.

All branding including internal and external promotional materials shall be produced by the British Council.

Either party is entitled to promote in any manner or mention the other's parties' brand without explicit formal consent by the other party ie. in public speech, interview, press release etc. All public appearances including the above mentioned and fairs, exhibitions, conferences etc are subject to a case by case coordination on visibility and costs if applicable.

INTELLECTUAL PROPERTY

The parties agree that all intellectual property rights which have been produced as a result of the implementation of this agreement belong to the British Council. In case of third party intellectual property or neighboring rights

(photographs, slides, music etc) the British Council shall acquire rights suitable to use for the purpose of this agreement.

Shkolla e Lartë Hena e Plotë - Bedër shall not make use of any material subject to property right of the British Council and IELTS for other partners or any third parties collaboration.

The British Council is entitled to exercise any or all intellectual property rights in accordance with the existing law, and no part of it, produced by the British Council, can be used by Shkolla e Lartë Hena e Plotë - Bedër or any third party without prior consent.

Shkolla e Lartë Hena e Plotë - Bedër undertakes the obligation not to cause or permit anything which may damage or endanger the intellectual property right or any intellectual property rights of the British Council or other third parties

Liability, indemnity and insurance

The parties hereby undertake and agree to indemnify and keep and hold each other indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of:

Any acts, omissions, negligence, fraud, or misrepresentation, breach of terms and conditions or fault of the parties, their respective employees, sub-contractors or any of them.

Any liability for any loss or injury (including death) or damage whatsoever caused or suffered by the parties, their respective employees, sub-contractors or agents arising out of or in connection with this Agreement.

Shkolla e Lartë Hena e Plotë - Bedër is also responsible for arranging and bearing the cost of any other insurance which is considered necessary in connection with this engagement; this includes insurance to safe guard interests of the Council against third party claim.

It is the intention of the parties to this Agreement that it represents a contract for services. Accordingly, any fees paid under this Agreement are the business income of Shkolla e Lartë Hena e Plotë - Bedër; Shkolla e Lartë Hena e Plotë - Bedër will be responsible for including such fees in the accounts of its business and for paying any tax that may be due thereon, if appropriate.

Shkolla e Lartë Hena e Plotë - Bedër is an independent organization and this agreement is not meant to create nor shall it be deemed to create any type of employer-employee relationship, partnership or joint venture relationship.

Copyright, confidentiality and personal data

Shkolla e Lartë Hena e Plotë - Bedër will acquire no interest in the British Council's or IELTS' trade/brand name by virtue of this agreement, or its affiliation with the Council and the other test partners and vice versa. During the term of this agreement Shkolla e Lartë Hena e Plotë - Bedër may indicate to the public that it is a "IELTS Registration Centre for the British Council".

Shkolla e Lartë Hena e Plotë - Bedër shall report all infringement or illegal uses of the trademark and name of the Council, shall assist the Council in obtaining protection of such items in the IELTS training and education consultancy segment, and acknowledges that only the Council shall have the right to bring any action against such infringement and vice versa.

Shkolla e Lartë Hena e Plotë - Bedër hereby undertakes that it will not at any time divulge any information in relation to the Council or its business, method of carrying on business or confidential information, which are acquired and/or known by Shkolla e Lartë Hena e Plotë - Bedër during the course of dealing with the British Council and vice versa.

Shkolla e Lartë Hena e Plotë - Bedër undertakes that during and after the termination of this Contract, no disclosure to any third party of any information arising from it will be made (other than in the proper performance of duties), except by prior written agreement with the British Council and vice versa.

Shkolla e Lartë Hena e Plotë - Bedër agrees to indemnify and keep indemnified and defend at its own expense the British Council against all claims including but not limited to costs, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Contractor or its employees or agents to comply with any of its obligations under this Agreement and vice versa.

Shkolla e Lartë Hena e Plotë - Bedër may not authorize any third party or sub-contractor to process the Personal Data, unless:

Subject to the Council's prior written consent and Shkolla e Lartë Hena e Plotë - Bedër has supplied the Council with full details of such sub-contractor.

Provided that the sub-contractor's contract is on terms which are substantially the same as those set out in this Contract; and

Provided that the sub-contractor's contract terminates automatically on termination of this contract for any reason.

On termination of this Agreement, for whatever reason, Shkolla e Lartë Hena e Plotë - Bedër shall cease to use the personal data and shall arrange for the prompt and safe return of all personal data belonging to the Council in a format and medium agreed with Shkolla e Lartë Hena e Plotë - Bedër. In addition, Shkolla e Lartë Hena e Plotë - Bedër shall expunge any personal data maintained on any word processor or computer system or in any other form and confirm to the Council in writing that this has been done.

Application forms, bank instruments, candidate photographs or any other kind of documentation submitted by the candidate will be the property of the Council and Shkolla e Lartë Hena e Plotë - Bedër needs to ensure that same is handed over to the Council safely.

Variation

This Agreement may be varied by advance agreement in writing between the Council and Shkolla e Lartë Hena e Plotë - Bedër.

Force majeure

If the performance of this Agreement is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure which will mean any event beyond the control of the party affected, then the party so affected will promptly notify the other in writing.

Upon acceptance in writing by the other party of the existence of any such event, or if the other party has failed to respond within ten working days, the obligations of both parties will cease or shall be suspended for an appropriate period of time to be arranged between the Council and Shkolla e Lartë Hena e Plotë - Bedër.

Cessation and suspension of obligations

In the event of the cessation of obligations the Council will pay any sums due or outstanding under the terms of this Agreement at the date of cessation.

Disputes

Should Shkolla e Lartë Hena e Plotë - Bedër and the Council be in dispute on the meaning or interpretation of any of the terms of this Agreement, including a failure to agree on an event of force majeure, the matter will be referred to Albanian court. The arbitration will be in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent legislation, and the decision of the arbitrator will be final and binding on both parties.

Statutory and other regulations

Shkolla e Lartë Hena e Plotë - Bedër will in all matters arising in the performance of the Contract conform with all Statutes, laws, orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other authorities that will be applicable to the contract. Shkolla e Lartë Hena e Plotë - Bedër will also observe through its staff and work people any rules applicable to the Premises.

If Shkolla e Lartë Hena e Plotë - Bedër does not fulfill its obligations under the preceding clause and the Council thereby incurs costs to which it would not otherwise be liable due to any law or any order, regulation or bye-law having the force of the law, the amount of such costs shall be reimbursed by the Registration Centre to the Council.

Assignment and sub letting

Neither party shall assign any of its obligations under this Contract without the prior written consent of the other party, which shall not be unreasonably withheld

Registration centre shall not, without the written consent of the Council, which shall not be unreasonably withheld, sub-let the contract or any part thereof or make any sub-contract with any person for the execution of any part of the contract.

Governing Law

This contract shall be governed by, construed in accordance with and interpreted in accordance with the law of Republic of Albania.

Equal Opportunity & Diversity

Without limiting the generality of any other provision of this agreement, the contractor must not unlawfully discriminate and is expected to take all reasonable steps to ensure that their personnel do not unlawfully discriminate against, or harass or victimise any person(directly or indirectly) on the grounds of their

Race or racial groups (including caste, colour, nationality, ethnic or national origin)

Sex (including marital status, gender reassignments, pregnancy, maternity and paternity)

Sexual orientation

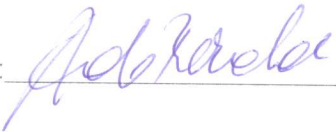
Religion or belief

Age

Disability

References of the Parties

British Council Albania

Signed:  _____

Aida Berxholi, Country Director

Shkolla e Lartë Hena e Plotë - Bedër

Signed:  _____

Dr. Ferdinand Gjana, Rector

Appendix 1

IELTS Test Fees for the Republic of Albania

22 April 2015, Albania

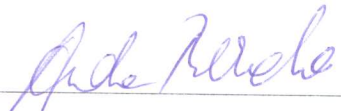
Fees paid by candidates taking IELTS in Albania

Regular IELTS (General / Academic)	Eur 149
Payment method	Deposit at Intesa San Paolo Bank, BRITISH COUNCIL Account in Euro 30545235301
IELTS UKVI (General / Academic)	Eur 280
Payment method	online
Life Skills (A1 / B1)	Eur 210
Payment method	online

*IELTS test fees are subject to change without prior notice


References of the Parties:

British Council Albania

Signed: 

Aida Berxholi, Country Director

Shkolla e Lartë Hena e Plotë - Bedër

Signed: 

Dr. Ferdinand Gjana, Rector

Appendix 2

General List of British Council Services and Products

English Language Exams / Tests

- IELTS
- APTIS

Professional Exams

- The Association of Chartered Certified Accountants (ACCA)
- The College of Estate Management (CEM)
- The Chartered Institute of Management Accountants (CIMA)
- The CIM (Chartered Institute of Marketing)
- The Chartered Institute of Purchasing & Supply (CIPS)
- APMG - certification schemes for professionals

University Exams

- University of London
- Open University
- Heriot-Watt University

Online Teacher Training Courses

- Primary Essentials
- TKT Essentials
- Content and Language Integrated Learning CLIL Essentials
- Learning Technologies for the Classroom
- Learning Technologies for Business English Teachers
- Special Educational Needs
- Steps to Success
- English for Teaching

Face to face English Courses of varying lengths and levels and topics for children, teenagers and adults

Online English Language Courses

- Learn English Pathways
- Others

