

21.1.2

Memorandum of Understanding Agreement

Between:

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1. **SIDI Education**, Tirana – Albania
&
 2. **BEDER University**, Tirana - Albania
-

For the promotion & administration
of the CaMLA Tests at BEDER University

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1. Agreement

This agreement is dated this 21 January, 2014 (the Effective Date) by and between:

1.1 SIDI Education, Albania

(hereinafter referred to as SIDI Education), an entity validly existing under the Laws of the Republic of Albania for the purpose of this Agreement lawfully represented by Mr. Alket Veliu, Administrator,

1.2 Hëna e Plotë (BEDËR) University, Albania

(Hereinafter referred to as the Partner Institution), an entity validly existing under the Laws of Albania for the purpose of this Agreement lawfully represented by Dr. Ferdinand Gjana.

In consideration of the mutual promises contained herein, SIDI Education and the Partner Institution agree as follows:

2. General Framework

2.1. SIDI Education hereby grants Partner Institution to promote to its students the following CaMLA – Cambridge Michigan Language Assessment examinations administered in Albania by SIDI Education in partnership with ICTE – International Center for Training and Examination and AEAfE – American European Alliance for Education.

2.1.1. Michigan English Test – MET A2-C1 level

2.1.2. MELAB – B1-C1 level

2.1.3 ECCE – B2 Level

2.1.4 ECPE – C2 Level

2.3. The Partner Institution agrees that SIDI Education remains free to exercise its rights and obligations under any of its pre-existing agreements. Nothing in this Agreement shall restrict the right of SIDI Education to itself or through others, to promote the CaMLA Tests in Albania.

2.4. SIDI Education reserves the right to appoint any other organization or entity to promote the CaMLA tests in Albania. The Partner Institution does not have the right to assign this agreement, in whole or in part, without the prior written approval of SIDI Education.

2.5. The Partner Institution grants SIDI Education the right to include the name of the Partner Institution in the list of Universities, organizations, and corporations that use, accept or recognize the CaMLA tests as documentation of English language competency for educational and/ or professional purposes. The name of the Partner Institution



might appear in printed and/or digital informational materials that are distributed around the world.

2.6 Amendments to this agreement will be added as appendixes signed by both parties.

2.7 Dates and fees of the CaMLA tests are available on Appendix A.

3. Relationship

3.1. The two parties involved are independent contractors and are not employee of the other Parties for any purpose whatsoever. The Partner Institution shall not have any authority to enter into any contract or agreement to bind SIDI Education. The Partner Institution and its employees are not employees of SIDI Education and are not entitled to any employee benefits or unemployment compensation.

4. Requirements for SIDI Education

SIDI Education will be responsible for the following:

4.1 Administering the CaMLA tests according to procedures set by CaMLA

4.2 Providing peripheral materials, e.g. sample tests, practice tests, brochures, posters, etc

4.3 SIDI Education will involve the Partner Institution in joint research projects, mock exams and pilot testing

4.4 Sending successful examinees' certificates to the Partner Institution


4.5 Providing 24/7 support for any emergency during registration and test administration period

4.6 Providing information about the exams to faculty, candidates and test users

4.7 Registering the candidates for the exam

4.8 Covering all costs for the administration of the test within the premises of the Partner Institution including payments of staff involved in the administration. In case staff of the Partner Institution is involved in the administration of the test in other cities or centers of Albania, SIDI Education will cover all relevant costs including transportation and accommodation for this staff.

4.9 Recording the Partner Institution's needs for academic support (i.e. seminars, pilot and mock exams), promotional material and any other request that may arise under the terms of this agreement.



5. Requirements for the Partner Institution.

The Partner Institution will be responsible for the following:

5.1 Recommending one person as Partner Institution Contact Person, who will be responsible for the overall coordination and the communication with SIDI Education in Albania,

5.2 Having facilities, equipment, and supplies for the administration of the test that are adequate in number, condition, and availability and are accessible to students, teachers, and administrators,

5.3 Recommending potential examiners provided they have as a minimum requirement a bachelor's degree in the English language and teaching experience. SIDI Education retains the right to select, train, observe, and evaluate examiners

5.4 Accommodating candidates that either have registered at another Partner Institutions, or are individual candidates

5.5 Reporting results to examinees and distributing certificates to successful examinees

5.6 Securing safe facilities appropriate for the purpose of testing.

6. Finances and benefits

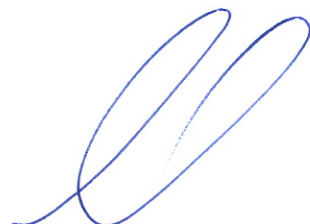
6.1. In order to cover administrative and other operating costs, the Partner Institution is entitled to a standardized test fee per registered candidate. This fee will be covered by SIDI Education. Regarding test fee and dates of exam, parties have to refer to the Appendix A.

6.2. Alternatively, as part of this agreement, SIDI Education will contribute educational resources and logistical support for the professional development of the Partner Institution faculty and for its activities that are related to the promotion and teaching of English as a Foreign Language. The mix of resources will be jointly decided with the Partner Institution officers based on the Institution's needs and plans. SIDI Education retains the right to determine the level of support and to approve how this support will be used.

7. Trademarks Use and Intellectual Property

7.1 All parties involved acknowledge that the University of Michigan is the exclusive owner of any and all copyright and any other proprietary rights in the CaMLA tests.

7.2 The Partner Institution will advise its faculty and staff of the restrictions on use SIDI Education trademarks, ensure that staff understand the restrictions and is fully responsible for their compliance with such use restrictions.



8. Reporting Requirements

Reports must be provided immediately in case of:

8.1 Suspected irregularity or breach of security with respect to the administration of the CaMLA tests;

8.2 Post-test complaints, comments, and/or problems by examinees or other stakeholders.

9. Security, Audit, and Quality Control

In case the CaMLA tests are administered by SIDI Education at the premises of the Partner Institution:

9.1. SIDI Education has exclusive responsibility for the administration of the examination. When asked, the Partner Institution will support SIDI Education with the security of the test SIDI Education administers. Test security is very important for the establishment and continuation of cooperation between SIDI Education and the Partner Institution.

9.2 SIDI Education may, in a reasonable time, inspect the premises secured by the Partner Institution to ascertain its compliance with the terms of this agreement.

9.3 The Partner Institution shall ensure that has the necessary infrastructure to support the administration of the tests and their facilities and equipment meet the physical requirements, comfort and environment standards.

10. Term of the Agreement

10.1. This Agreement shall become effective from the Effective Date and will remain in full force and effect until December, ____ 2016, unless extended by mutual agreement, in writing, or earlier terminated.

10.2. All rights of the Partner Institution granted by this Agreement shall automatically terminate in the event the Agreement expires or the Agreement becomes invalid by operation of law or the Partner Institution is acquired by a third party not approved by SIDI Education.

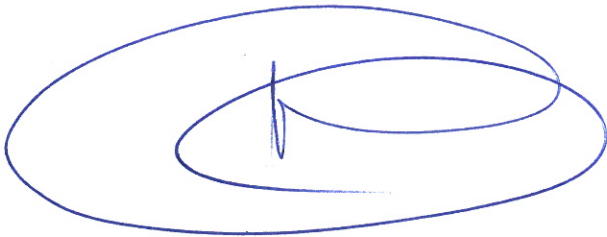
10.3. SIDI Education may terminate this Agreement immediately upon written notice to the Partner Institution in the event of a breach by the Partner Institution of confidential and secure information or its obligations with respect to the protection of the integrity and rights of SIDI Education.



10.4 The Partner Institution may terminate this Agreement upon written notice in a reasonable time to SIDI Education in the event of a breach of SIDI Education obligations.

11. Notices


11.1 This Protocol is signed in 2 copies in English language. Each party holds one original signed Protocols.



Dr. Ferdinand GJANA
Rector
Hëna e Plotë (BEDËR) University
Tirana, Albania

Date: 21. 01. 2014

Alket Veliu
General Director
SIDI Education
Tirana, Albania

Date: 21. 01. 2014


Appendix A

EXAM FEES IN EUROS

Exam	MET	MELAB	ECCE	ECPE
Fee	90	110	140	155

EXAM DATES 2014

MONTHS	MET – A2-C1	MELAB B1-C1	ECCE – B2	ECPE – C2
January	22	24 & 25		
February	19	21 & 22		
March	19	21 & 22	1	
April	23	25 & 26		
May	7	16 & 17	17	
June	18	20 & 21		14
July	16	18 & 19		
August	20	22 & 23		
September	17	19 & 20	20	
October	22	24 & 25		
November	5 & 19	14 & 15		15
December	10	5 & 6	13	