

## IELTS Test Centre Agreement

This IELTS Test Centre Agreement("Agreement") is made between,

**Seoul National University of Education("SNUE")**, a foundation duly organized and existing under the laws of the Republic of Korea and with its principal place at 161 Woomyun-ro, Seocho-gu, Seoul 137-742, Korea and

**British Council Korea("BC")**, a foundation duly organized and existing under the laws of England and Wales and with its registered office at 4F, Hungkuk Life Insurance Building, 226 Shinmun-ro 1 ga, Jongno-gu, Seoul, 110-786, Korea

WHEREAS, SNUE and BC desire to co-operate in International English Language Testing System, also known as IELTS.

NOW THEREFORE, the parties agree as follows :

### **Agreement period**

This Agreement is valid from the effective date below and remains in effect for a period of two years, unless it is prematurely terminated in accordance with the provisions given below.

Effective date: 01 December 2008

### **Service Ranges**

- 1) SNUE provides appropriate test rooms for IELTS in Eduwell Centre on the agreed test dates in accordance with Minimum Room Facility Requirements asked by the BC. Testing dates are discussed and selected by both parties on yearly basis, however in the case of changes to room availability due to entrance exams, SNUE should notify its unavailability to BC at least two month prior to the affecting test dates.
- 2) BC provides SNUE with extra services such as IELTS seminars if appropriate. Items of extra services shall be discussed and agreed by both parties.
- 3) SNUE charges venue rental fee formally set in accordance with the regulations given by governing body as a national organization to BC and BC should pay the fee within 30 days of receipt of the invoice issued by SNUE. ( Payable in Korean Won) These invoices will be dated the last day of each month SNUE will inform BC of any annual changes to venue rental fee in each year to take effect from January 1st of the following year. There is no other financial impact to the Council for the Service Provider to provide the services in this Agreement.

**Skill and care**

SNUE undertakes to use all reasonable skill, care and diligence in the provision of the services and to comply with the IELTS Code of Practice.

**General****(1) Entire Agreement**

This Agreement constitutes the entire agreement between the parties, all prior representations or discussions having been merged herein, and may not be modified except by a writing signed by a duly authorized representative of both parties.

**(2) Termination**

This Agreement may be terminated by either party by giving at least 90 days advance notice to the other party, if one of the parties fails to abide by the examination regulations or cheat or undertake fraudulent actions.

**(3) Assignment**

Neither party may assign any of its obligations under this Agreement without the prior consent of the other.

**(4) Non-Waiver**

No claim or right of either party under this Agreement shall be deemed to be waived or renounced in whole or part unless the waiver or renunciation of such claim or right is confirmed in writing by such party.

**(5) Dispute Resolution**

All disputes arising from the interpretation of the agreement or items not specified on this Agreement shall be resolved by discussion between two parties.

**(6) Indemnity**

- Neither party shall be responsible to the other party for damages incurred due to breach of this agreement caused by events of force majeure beyond the control of either party, which shall include but not be limited to fire, flood, blackout, war or other natural disasters.
- It is specifically agreed that either party shall be liable to the other party for damages, including damage to reputation, as a result of the one party's failures in IELTS examinations regulation as follows:

**SNUE**

Failure to keep standard of IELTS as a venue provider

**British Council**

Failure to keep the standard of IELTS as IELTS test centre( KR 001)

- In case of indemnity, the indemnifying party shall be liable to the other indemnified party for any or all reasonable expenses, including attorneys' fees and costs incurred by the other in examining or prosecuting any claim for indemnity, in order to deal with an issue of damages to reputation.

(7) Governing law

This Agreement shall be construed and enforced in accordance with the laws of the Republic of Korea.

(8) Media Exposure

For any cases of media release/exposure regarding IELTS Test Centre Agreement between two parties should be mutually discussed and agreed before releasing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

Seoul National University of Education

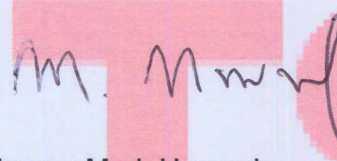
British Council Korea



Name : Song, Kwang Yong

Title : President

Date : 27<sup>th</sup> November, 2008



Name : Mark Howard

Title : Director of English Language Services

Date : 27<sup>th</sup> November, 2008

English for International Opportunity