

Agreement**Between****Institute of Career Development****and****The British Council****1. Agreement**

- 1.1 This Agreement with its attached Annexes (which are hereby incorporated into and form part of the agreement) is made this 01st day of October 2011 between the British Council Lahore ('the Council') and Institute of Career Development ('the Institute') for membership of the British Council IELTS Partnership Programme.
- 1.2 This Agreement will commence on 01 October 2011 and expire on 31 March 2012 unless it is prematurely terminated in accordance with the provisions of this Agreement provided herein below.

2. Obligations of the Council

- 2.1 The Institute will be granted membership status only if its application for membership is approved by the Council.
- 2.2 The level of membership will be granted in accordance with Annexe 1 and is dependent on the number of candidates referred to and registered with British Council by the Institute. The Council may from time to time revise the criterion for the grant of level of membership depending upon the numbers of students and accordingly may vary the status of level of membership of the Institute.
- 2.3 The Council will deliver the benefits detailed in accordance with and in compliance with Annexe 1 & 2.
- 2.4 The extent of benefits will vary according to the level of membership status granted to the Institute.

3. Obligations of the Institute (Institute of Career Development):

- 3.1 To refer and register all potential IELTS candidates to and with British Council.
- 3.2 Under no circumstances to misuse or alter or otherwise wilfully manipulate the right conferred to the Institute to use the British Council strap-lines defined in Annexe 1. In case, the Institute breaches any of the above mentioned obligations, the British Council will have the right to forthwith terminate this Agreement and additionally reserves the right to take legal action.
- 3.3 To display all British Council branded promotional material prominently at its premises or any promotional events off-site.

Non Disclosure

4. No disclosure to any third party of any information arising from this Agreement shall be made by the Institute, except with the prior written permission of the Council.

Assignment

5. The Institute shall not, without the prior consent in writing of the Council, assign or transfer or cause to be transferred or assigned this Agreement or its obligations hereunder to any third party.

Termination of Agreement

6. This Agreement may be terminated, unless otherwise provided in this Agreement, by either party for any reason whatsoever subject to 21 working days notice in writing or payment of compensation in lieu thereof.

Dissatisfaction

7. If for any reason the Council is dissatisfied with any aspect of the services provided under this Agreement, it shall immediately notify the Institute identifying the services which are unsatisfactory and the grounds for dissatisfaction. The Institute shall forthwith rectify the issues to the satisfaction of the Council, failing which the Council shall be entitled to summarily terminate this Agreement.

Variation

8. This Agreement may be varied only by mutual consent in writing of the parties.

9. Force Majeure

9.1 If the performance of this Agreement is delayed, hindered or prevented or is otherwise incapable of performance by reason of force majeure then the party so affected shall notify the other immediately in writing. Force majeure shall be deemed to constitute acts of God, acts of any public enemy, insurrections, wars, blockades, riots, epidemics, landslides, earthquakes, lightening, fire, storms, floods, civil disturbance, legislation, government or quasi government regulations and directions, acts of terrorism, and any other cause not in control of either party all of which by the exercise of due diligence neither party is able to prevent.

9.2. 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 5 working days, the obligations of both parties shall cease or shall be suspended for an appropriate period of time to be arranged between the parties.

Notices

10. All notices given under this Agreement shall be in writing and delivered by or sent by courier or registered mail to the addresses given below or as otherwise notified by either party to the other during the course of this Agreement.

If to the Council:

Name: Atif Rauf
Designation: Examinations Product Manager
Address: British Council, 65 Mozang Road, Lahore

If to the Institute:

Name: Dr. Usama Majeed Qureshi
Designation: Director

Address: Institute of Career Development, ICD House, 107-Mamdot Block, Mustafa Town, Wahdat Road, Lahore

Disputes

11. Should any dispute arise in respect of the meaning or interpretation of any of the terms of this Agreement, including a failure to agree on an event of force majeure under Clause 9, the matter shall be settled amicably as between the parties, failing which it shall be referred to two arbitrators, one to be nominated by each party and in the event of a disagreement between the arbitrators to an umpire, to be nominated by the arbitrators prior to entering upon the reference. Arbitration shall be governed by the Arbitration Act 1940 and the venue of the arbitration shall be [Islamabad] and the decision of the arbitrators, or the umpire, as the case may be, shall be final and binding on both parties.

Governing Law

12. This Agreement shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

IN WITNESS WHEREOF the parties above named have executed this Agreement on the day month and year first above written. This Agreement has been executed and signed in duplicate and each party shall keep one set for its record.

For and on behalf of the British Council

Signed: A. E. Daniel

Arzu Daniel
Director Examinations
British Council (Punjab)

Date: 01 October 2011

Witnesses:

1. Touseef Ur-Rehman 2.

For and on behalf of the Institute

Signed: Dr. Usama Majeed Qureshi

Dr. Usama Majeed Qureshi
Director
Institute of Career Development

Date: 26-10-2011

Abdul Hameed

Annex 1 – Details of benefits

Bronze membership

- IELTS presentation by the British Council IELTS Manager on initial membership
- Use of the strap-line "Member of the British Council IELTS Partnership Programme" valid for six months initially
- Access to IELTS promotional material
- Framed certificate recognising the Institution as a "Member of the British Council IELTS Partnership Programme" valid for six months initially

Silver Membership

- IELTS presentation by the British Council IELTS Manager on initial membership
- Use of the strap-line "IELTS registration centre for the British Council" valid for six months initially
- Access to IELTS promotional material
- Framed certificate recognising the Institution as an "IELTS Registration Centre for the British Council" valid for six months initially
- Institute's minimum information (name and contact number) on British Council website valid for six months initially
- Option to reserve 10 IELTS test seats online up till three weeks ahead of the test date
- Two free seats for IELTS train the trainer course (as & when scheduled through video conference)
- Four Top Tips for IELTS Academic and Four Top Tips for IELTS General Training books (with interactive CD-ROM)

Gold Membership

- IELTS presentation by the British Council IELTS Manager on initial membership
- Use of the strap-line "IELTS registration centre for the British Council" valid for one year initially
- Regular access to IELTS Promotional material including British Council branded pull up banner
- Framed certificate recognising the Institution as an "IELTS Registration for the British Council" valid for one year initially
- Four free seats for IELTS train the trainer course (as & when scheduled through video conference)
- Option to reserve 25 IELTS test seats online up till three weeks ahead of the test date

- Maximum information (full contact details) on British Council website including hyperlink to institutions' website for six months initially
- 25 complimentary copies of British Council Newsletter
- Six Top Tips for IELTS Academic and Six Top Tips for IELTS General Training books (with interactive CD-ROM)

Platinum membership

- IELTS presentation by the British Council IELTS Manager on initial membership
- Use of the strap-line- "IELTS registration centre for the British Council" valid for one year initially
- Regular access to IELTS Promotional material including British Council branded pull up banner
- Framed certificate recognising the Institution as an "IELTS Registration Centre for the British Council" valid for one year initially
- Six free seats for IELTS train the trainer course (as & when scheduled through video conference)
- Option to reserve 50 IELTS test seats online up till three weeks ahead of the test date
- Maximum information (full contact details) on British Council website including hyperlink to institution's website for six months initially
- 50 complimentary copies of British Council Newsletter
- Eight Top Tips for IELTS Academic and Eight Top Tips for IELTS General Training (with interactive CD-ROM)

Annexe 2- Delivery of Benefits

- Use of the strap-line – can be used once the agreement is signed and membership status confirmed
- Complimentary copies of British Council newsletter – according to quarterly publication schedule.
- Option to reserve IELTS test seats on Online Registration system up till three weeks ahead of the test date- immediately upon Gold/Platinum membership being granted
- Maximum information (full contact details) on British Council website including hyperlink to institution's website – within four weeks of membership being granted
- IELTS presentation – within four weeks of being granted initial membership
- Top Tips for IELTS Academic and Top Tips for IELTS General Training (with interactive CD-ROM) – one off – within 4 weeks of granting initial membership
- Framed certificate- within four weeks of initial membership being granted
- IELTS Promotional material – within six weeks of initial membership being granted and thereafter as when produced
- Eight free Seats on IELTS INSET Train the Trainer course (as & when scheduled through video conference)