

## LanguageCert Examinations Authorised Reseller Application Form and Agreement

### Applying Organisation Details

<b>Organisation Name</b>	UNIVERSITE VIRTUELLE PRIVEE DU GABON LTD			
<b>VAT number</b>		<b>Registration Number</b>	12581906	
<b>Registered Address</b>	<b>Address</b>	71-75 Shelton Street, Covent Garden	<b>Postcode</b>	WC2H 9JQ
	<b>City</b>	London	<b>Country</b>	United Kingdom
<b>Postal Address (if different)</b>	<b>Address</b>		<b>Postcode</b>	
	<b>City</b>		<b>Country</b>	
<b>Billing Address (if different)</b>	<b>Address</b>		<b>Postcode</b>	
	<b>City</b>		<b>Country</b>	
<b>Website</b>	www.univga-edu.ga			
<b>Email Address</b>	contact@univga.ga	<b>Phone</b>	+442037724548	
<b>Type of Organisation</b>	Training Organisation		<i>Please specify:</i>	
<b>Candidates will be funded</b>	Through other means		<i>Please specify: School campaign</i>	
<b>Countries/ regions where you operate</b>	Gabon, Congo, Senegal, Mali, Ivory Cost, Cameroun		<b>Estimated number of candidates per year</b>	51-100

### Contact Persons Details

<b>Authorised Representative</b>	<b>Title</b>	<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input checked="" type="checkbox"/> Mr <input type="checkbox"/> Other	<b>Position</b>	DIRECTOR
	<b>First Name</b>	Yann	<b>Last Name</b>	MAKOBIANI
	<b>Email</b>	Yann.mako@univga.ga	<b>Phone/mobile</b>	+24166184408
<b>Main point of contact for PeopleCert</b>	<b>Title</b>	<input type="checkbox"/> Ms <input type="checkbox"/> Mrs <input checked="" type="checkbox"/> Mr <input type="checkbox"/> Other	<b>Position</b>	DIRECTOR
	<b>First Name</b>	Yann	<b>Last Name</b>	MAKOBIANI
	<b>Email</b>	yann.mako@univga.ga	<b>Phone/mobile</b>	+24166184408

### Language Qualifications applying for

<input checked="" type="checkbox"/> <b>English</b>	LanguageCert International ESOL (Listening, Reading, Writing)
	LanguageCert International ESOL (Speaking)
<input checked="" type="checkbox"/> <b>Spanish</b>	LanguageCert USAL esPro (Listening & Reading)

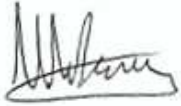
### Role applying for


<input checked="" type="checkbox"/> <b>LanguageCert Examinations Authorised Reseller</b>	An organisation approved to sell and manage examination vouchers for Language qualifications
<b>Please submit the following with your application:</b>	
<input checked="" type="checkbox"/> Incorporation and Good Standing Certificate, reflecting your company registration details, or any other document proving that your organisation is an active legal entity (an official translation in English is required, if the original document is in a language other than Arabic, Chinese, French, German, Greek, Italian, Portuguese, Russian, Spanish or Turkish).	
<input type="checkbox"/> Corporate profile and marketing material (if any) for the products applying for. If this available online, please provide the link:	

<b>Please provide the information below:</b>	
Which other Awarding Organisation(s) have approved your Organisation and for which qualifications?	<b>EC-COUNCIL ACADEMIA FOR CYBER SECURITY EXAMS</b>
Has your Organisation been refused approval by another Awarding Organisation within the last 18 months?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Are there any sanctions/restrictions imposed on your Organisation by another Awarding Organisation within the last 18 months?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Invoicing &amp; VAT status</b>					
Invoicing currency	<input type="checkbox"/> EUR	<input checked="" type="checkbox"/> USD	<input checked="" type="checkbox"/> GBP	<input type="checkbox"/> JPY	<input type="checkbox"/> AUD
<b>VAT status confirmation</b>					
PeopleCert is required to charge and account for VAT unless there is an applicable VAT exemption. It is the responsibility of the approved organisation to confirm the status of their supplies and notify PeopleCert in writing, of any changes to its VAT status that may affect the VAT treatment applied by PeopleCert to its supplies.					
<b>For EU-based organisations (except UK)</b>					
<input type="checkbox"/> <b>We are an EU-based entity</b> purchasing PeopleCert services in the course of our business. We are pleased to provide evidence of our business status in the form of our VAT registration number, or other documentation.					
<b>For UK-based organisations</b>					
<input checked="" type="checkbox"/> <b>We are a UK-based entity and are an eligible body</b> or entity providing VAT-exempt vocational training. To assist your understanding of these matters, please see the full explanation and clarification of these terms by following the <a href="#">link</a> .					

<b>Application Submission</b>	
Full name of person filling in this application	<b>YANN MAKOBIANI</b>
Date of submission	<b>05/05/2020</b>

<b>PeopleCert Review / Application &amp; Agreement Approval</b>			
<input checked="" type="checkbox"/> The Application and Agreement is complete and approved	PeopleCert Partner ID	5576	
PeopleCert Contracting Entity: PeopleCert Qualifications Ltd ("PeopleCert")			
PeopleCert's Authorised Representative	Marios Molfetas	Signature	
Position	LanguageCert Responsible Officer	Date	14/05/2020

<b>Reseller Agreement</b>			
By signing this Languagecert Examinations Authorised Reseller Application Form and Agreement ("Agreement"), I confirm and agree:			
<ol style="list-style-type: none"> <li>1. I am authorised by the applying organisation ("Reseller") to supply the information given and, at the date of signing, the information provided by Reseller in this Agreement is true and accurate to the best of my knowledge. Reseller will promptly inform PeopleCert of any changes to that information.</li> <li>2. Personal data will be processed under this Agreement in accordance with the <a href="#">PeopleCert Privacy Policy</a>.</li> <li>3. This Agreement (including the Reseller Terms and Conditions below, and the Procedures and Price Lists as defined therein) is a binding agreement between PeopleCert and Reseller.</li> <li>4. Reseller is permitted under this Agreement to provide only those Products for which Reseller has been approved by PeopleCert and the approval remains valid.</li> </ol>			
Applying Organisation's Authorised Representative	<b>YANN MAKOBIANI</b>	Signature	
Position	<b>DIRECTOR</b>	Date	<b>05/05/2020</b>

## Reseller Terms and Conditions

1. Definitions and Interpretation
  - a. Capitalised words have the meanings given in this Agreement, except as the context otherwise requires.
  - b. "IPR" means intellectual property rights, including but not limited to copyright, trademark, patent, database rights and other similar rights, in any part of the world, whether registered or unregistered, and whether issued or pending.
  - c. "Party" means PeopleCert or Reseller, and "Parties" includes each Party.
  - d. "Price Lists" means price lists for the Products provided by PeopleCert to Reseller from time to time.
  - e. "Procedures" has the meaning specified in clause 2.c.
  - f. "Products" means items that are checked in the "Language Qualifications applying for" section above, as approved by PeopleCert.
  - g. "Related Party" means, with respect to an entity, another entity controlled by, controlling, or under common control with the first entity.
  - h. "Roles" means roles checked in the "Roles applying for" section above, as approved by PeopleCert.
  - i. References to clauses are to clauses of these Reseller Terms and Conditions, except as otherwise indicated. Clause headings shall not affect interpretation.
2. Scope of Agreement
  - a. PeopleCert appoints Reseller to cooperate in delivery of the Products under the terms of this Agreement.
  - b. This Agreement includes the Procedures and the Price Lists.
  - c. The Procedures specify details of the cooperation between the Parties (including requirements regarding accreditation, examination procedures, data management, reporting and other matters) and are set out in:
    - i. operation manuals issued by PeopleCert, which are available in the Partners' Area of the PeopleCert website ([www.peoplecert.org](http://www.peoplecert.org)), and
    - ii. Product-specific procedures issued by the owner of the intellectual property rights ("IPR") in a Product (PeopleCert or a third party) and identified by PeopleCert to Reseller as applicable to the Product.
  - d. Reseller accepts that the Procedures form an integral part of the Agreement and may be amended at any time by PeopleCert or a Product owner without advance notification. Reseller may terminate the Agreement as provided in clause 8.b if it does not accept amended Procedures.
  - e. Fees and payment terms are set forth in the Price Lists. Each Price List is subject to change as specified in the Price List.
3. Quality of Service
  - a. The Parties shall deliver the Products in accordance with best practices in the testing and certification industry.
  - b. The Reseller shall operate according to the Quality Management System ("QMS") which has been approved by PeopleCert. Reseller will not use a significantly amended or revised QMS unless it has been reviewed and approved by PeopleCert.
4. Reseller Role
  - a. For Products covered by this Agreement, Reseller shall provide and manage examination vouchers.
  - b. Reseller shall not be permitted to perform other activities on behalf of PeopleCert, including but not limited to activities directly related to delivery of examinations or certifications, except as agreed by PeopleCert in writing.
5. Intellectual Property
  - a. For the term of this Agreement, PeopleCert grants Reseller a non-exclusive, non-transferable license to use the examination and other materials provided by PeopleCert under this Agreement (collectively the "Licensed Materials") for the performance of this Agreement. Except as explicitly provided in this Agreement, Reseller shall acquire no rights in the Licensed Materials.
  - b. Reseller shall use the latest versions of the Licensed Materials as they are amended from time to time.
  - c. Reseller is allowed to use the relevant logos and marks for the Products and Roles, in accordance with the IPR guidelines in the Procedures.
  - d. Reseller shall safeguard the Licensed Materials from unauthorised and/or improper use by Reseller, its Related Parties and third parties.
  - e. PeopleCert represents and warrants that it owns all IPR and other rights necessary to grant the licence in clause 5.a.
6. Confidentiality
  - a. Reseller shall safeguard examinations and other non-public materials provided by PeopleCert in accordance with best practices for operational and technical security measures (including those specified in the Procedures) and shall not disclose any such materials except as explicitly permitted by this Agreement.
  - b. The confidentiality obligations of clause 6.a shall not apply (i) to information that is in the public domain other than through breach of confidentiality by a Party or (ii) to the extent disclosure is required by law.
7. Compliance with Law; Ethical Conduct
  - a. Each Party shall comply with all applicable laws and regulations in its performance of this Agreement.
  - b. Without limiting the generality of clause 7.a, each Party shall comply with:
    - i. applicable data protection law with respect to information regarding identifiable living individuals ("Personal Data") including the EU General Data Protection Regulation ("GDPR"). With respect to Personal Data for which PeopleCert (or a test owner providing content for a Product) is the data controller (as defined in GDPR) and another Party is a data processor (as defined in GDPR), the Parties shall comply with the PeopleCert GDPR Processor Procedures (which are part of the Procedures); and
    - ii. applicable law on the prevention of bribery and corruption.
  - c. The Parties shall comply with the PeopleCert Code of Ethical Conduct (which is part of the Procedures).
8. Term and Termination
  - a. Unless terminated in accordance with this clause 8, this Agreement shall remain in force effect for two years from the Effective Date, and thereafter will automatically extend for additional periods of two years each.
  - b. A Party may terminate the Agreement at any time (i) in its entirety or (ii) with respect to some but not all Products and/or Roles, by providing 30 days advance written notice to the other Party.
  - c. PeopleCert may terminate this Agreement with respect to a Product by written notice with immediate effect upon termination or expiry of any license agreement between PeopleCert and a third party providing IPR for such Product.
  - d. A Party may terminate this Agreement by written notice with immediate effect in the event that the other Party (i) becomes insolvent, ceases to carry on business, or threatens to do so or (ii) materially breaches any provision of this Agreement and fails to cure such breach (if capable of cure) within 10 days of written notice to do so.
  - e. PeopleCert may terminate this Agreement by written notice with immediate effect in the event that Reseller (i) undergoes a change of control without prior written consent of PeopleCert (such consent not to be unreasonably withheld or delayed) or (ii) challenges the validity of IPR of the Licensed Materials.
  - f. Without prejudice to PeopleCert's termination rights under this clause 8, if Reseller fails to comply with this Agreement (including the Procedures) in any material respect or any information provided by Reseller to PeopleCert is found to be materially inaccurate, PeopleCert may by written notice suspend the right of Reseller to provide Products until such failure or inaccuracy is cured.
9. Effect of Termination
  - a. Termination or expiry of the Agreement shall be without prejudice to existing rights and/or claims at the time of termination or expiry, including the obligations of Reseller to pay all amounts due to PeopleCert for services provided before termination or expiry.
  - b. Following termination or expiry of the Agreement with respect to any or all Products and/or Roles:

- i. Reseller shall immediately cease to provide those Products and/or Roles and shall not act in any way which may indicate that Reseller is still associated with PeopleCert for those Products and/or Roles;
  - ii. no later than one week from the date of termination or expiry, remove or obliterate the Licensed Materials for the Product from any items delivered by Reseller to third parties.
- c. Clauses shall survive termination or expiry to the extent that they provide obligations of a continuing nature.
- 10. Limitation of Liability; Indemnity
  - a. No Party shall be liable under this Agreement for any indirect or consequential damages, including but not limited to loss of business, revenue or profits.
  - b. PeopleCert makes no warranty as to the quality of Products or its services other than as explicitly set out in this Agreement.
  - c. The maximum liability of a Party under this Agreement shall be limited to the amount paid under this Agreement during the previous 12 months. This limitation shall not apply to amounts due under Price Lists, or to the indemnities of clauses 10.d and 10.e.
  - d. Reseller hereby indemnifies PeopleCert for any cost, claims or expenses resulting from the breach of this Agreement by Reseller or from fraudulent, negligent or intentional misconduct by Reseller with respect to the matters covered by this Agreement.
  - e. PeopleCert hereby indemnifies Reseller for any cost, claims or expenses resulting from breach of the representation and warranty of clause 5.e.
- 11. Force Majeure

No Party shall be liable for a failure to perform its obligations hereunder to the extent the failure is due to an impediment that (a) is beyond its control, (b) it could not reasonably be expected to have taken into account at the time of the conclusion of this Agreement and (c) it could not have reasonably avoided or overcome. Inability to perform due to circumstances associated with the Covid-19 pandemic are within the scope of this clause, notwithstanding clause 11(b) but subject to clause 11(c). The exemption provided by this clause has effect for the period during which the impediment exists. The Party that fails to perform shall give notice as soon as possible to the other Party(ies) of the impediment and its effect on its ability to perform and shall resume performance as soon as the impediment is removed.
- 12. Notices and Communications
  - a. Any notice under clause 8 of this Agreement shall be in writing and given by post, hand delivery or courier delivery to a Party.
  - b. Other notices and communications under this agreement may be made by any form of written or electronic communications (including email and communications via PeopleCert's electronic systems) that is permitted by applicable law.
  - c. Physical written notices shall be given at the address for a Party specified at the beginning of this Agreement, or such other address as is notified by a Party from time to time. Electronic notices and communications shall be made to an email or other address explicitly communicated by a Party for receiving communications under this Agreement (including PeopleCert's electronic systems). All notices shall be effective upon delivery.
- 13. Assignment

No Party may assign the rights or obligations of this Agreement without the written consent of the other Party(ies), except that:

  - a. PeopleCert may with notice to Reseller assign this Agreement in whole or in part to (a) a Related Party or (b) a successor entity or purchaser of its business; and
  - b. The Reseller may with notice to PeopleCert (i) assign rights under this Agreement to a Related Party and/or (ii) authorise a Related Party to comply with obligations under this Agreement on behalf of the Reseller (provided that Reseller shall remain liable for any non-compliance by the Related Party), and the Reseller shall be deemed to have provided such notice with respect to Related Parties identified in the Reseller's electronic account with PeopleCert.
- 14. Waiver and Severability

Failure of a Party to insist on performance of a provision of this Agreement shall not constitute a waiver of that provision. In the event of invalidity of a clause of this Agreement, that and other clauses shall be enforced and construed to the extent possible in a manner to give the Agreement its intended effect.
- 15. No Partnership

Except as explicitly stated, nothing in this Agreement shall be deemed to establish a legal relationship of partnership, joint venture, or principal and agent between the Parties.
- 16. Amendment

This Agreement may be amended only in writing as agreed by the Parties. The Products and Roles covered by this Agreement may change through signature of a new agreement, or as otherwise specified in the Procedures.
- 17. Entire Agreement; Third Party Rights
  - a. This Agreement sets out the entire agreement of the Parties with respect to its subject matter. Except in the case of fraud, the Parties disclaim any reliance on any previous agreement, written or oral, with respect to such subject matter.
  - b. Except as explicitly provided in this Agreement, all previous agreements between PeopleCert and Reseller shall terminate on the Effective Date of the Agreement.
  - c. No person or entity other than a Party shall be entitled to enforce this Agreement.
- 18. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 19. Dispute Resolution

In respect of any dispute, controversy or claim arising out of or in connection with this Agreement which cannot be amicably settled between the parties, the courts of England shall have exclusive jurisdiction over its resolution. The Parties consent to such jurisdiction.