



COOPERATION AGREEMENT BETWEEN THE DEPARTMENT OF EDUCATION OF THE ANDALUSIA AUTONOMOUS COMMUNITY GOVERNMENT AND THE CHANCELLOR MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE ACTING THROUGH ITS DEPARTMENTS, UNIVERSITY OF CAMBRIDGE LOCAL EXAMINATIONS SYNDICATE AND CAMBRIDGE ENGLISH LANGUAGE ASSESSMENT, FOR THE HOLDING OF CAMBRIDGE ENGLISH LANGUAGE ASSESSMENT EXAMS.

In Seville, on the 24th of February 2017

BETWEEN

Of the one part, Her Excellency, Ms. Adelaida de la Calle Martín, Minister for Education, on behalf of the Andalusia Autonomous Community Government, by virtue of Decree 14/2015 of 17th June of the President of the Andalusia Autonomous Community Government, and in exercise of the powers attributed by Article 26.2.i) of Law 9/2007, of 22 October 2007, of the Andalusia Autonomous Community Government.

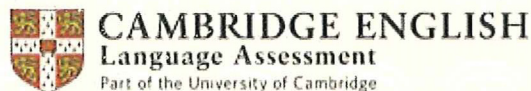
And of the other part, Mr. Saul Nassé, as Chief Executive, on behalf of the Chancellor Masters and Scholars of the University of Cambridge, through its Departments University of Cambridge Local Examinations Syndicate and Cambridge English Language Assessment (hereafter referred as "Cambridge English Language Assessment"), with registered office at 1 Hills Road, Cambridge, CB1 2EU, United Kingdom, who represents Cambridge English Language Assessment through nomination by the University of Cambridge Local Examinations Syndicate on 10th February 2014 and is empowered to sign the present document with use of the powers attributed by the Declaration on the University of Cambridge Local Examinations Syndicate and the Powers of Syndics and Executive Officers.

Both parties mutually acknowledge that they have sufficient legal capacity to execute this AGREEMENT, for which purpose they

WITNESSETH

One.- Whereas the Department of Education of the Andalusia Autonomous Community Government participates in a range of activities intended to promote foreign languages, including the creation of links with





various institutions, with a view to improving the linguistic skills of both the teachers and students of Andalusia's public education system.

Two.- Whereas, in accordance with the guidelines of the European Union, it seeks to promote foreign language learning in order to improve the communication skills of Andalusia's citizens and contribute to the development of multilingual skills, as well as to develop a curriculum that reflects the characteristics and criteria set down in the Common European Framework of Reference for Languages (hereinafter the CEFR). One of the purposes of the CEFR is to define the language proficiency levels required under existing exams and assessment programmes, in order to facilitate comparisons between different certification systems. With this aim in mind, the descriptive outline and the various linguistic skills levels have been developed, and their guidelines unified, not only for the assessment of languages, but also for the learning and teaching thereof throughout Europe.

Three.- Whereas Cambridge English Language Assessment offers certificates that are recognised externally according to the CEFR, for the purposes of their international accreditation. This organisation has a long history of organising benchmark exams in a large number of Autonomous Communities that run bilingual programmes.

Four.- Whereas on 2nd April 2013 the Department of Education signed a cooperation agreement with the then named University of Cambridge English Language Assessment Examinations to run Cambridge English Language Assessment examinations, with a validity of three years.

Five.- Now therefore that the above mentioned agreement has reached its end, both parties agree to continue their collaboration, and so agree to execute this Cooperation Agreement pursuant to the following

CLAUSES

One.- Subject-matter of the Agreement.

The purpose of this Agreement is to regulate the cooperation between the Andalusia Autonomous Community Government, via the Department of Education and Cambridge English Language Assessment for the running of official examinations produced by Cambridge English Language Assessment for any students and teachers of educational establishments sustained by public funds of the Andalusia Autonomous Community that so request, making the authorised centres available to them in Andalusia.

Two.- Commitments of the parties.

Cambridge English Language Assessment undertakes, via its authorised centres:





- a) To coordinate and organise English examinations for any teachers of educational establishments sustained with public funds that so request, via its network of examination centres in Andalusia, with a view to the certification and recognition of their linguistic skills according to the levels contemplated in the CEFR, ensuring maximum effectiveness and efficiency in the assesment of the results.
- b) To offer the teachers methodological training and advice regarding the official exams produced by Cambridge English Language Assessment, via the Department of Education's training network.
- c) To coordinate and organise English examinations for any students of educational establishments sustained by public funds within the Autonomous Community who so desire.
- d) To hold examinations for the teachers and students that so request, in the places and on the dates previously agreed upon with the Department of Education and the educational establishments, via its network of examination centres in Andalusia.
- e) To promote and disseminate this Cooperation Agreement to the whole educational community, via the normal channels.
- f) To submit an evaluation report on exam results and incidents to the Department of Education.
- g) Offer the staff and students of educational establishments in Andalusia who opt to sit the exams produced by Cambridge English Language Assessment shall enjoy the rates specified for each candidate in the aforementioned institution's National Project for Schools.

The Department of Education undertakes to:

- a) Cooperate, via the educational establishments that participate in the examinations, in informing students and their families of the possibility of enrolling for such examinations, as well as of the contents thereof and academic and professional effects of doing so.
- b) Take all organisational measures that may be necessary in order to run the examinations, in cooperation with Cambridge English Language Assessment and its authorised examination centres.
- c) Permit Cambridge English Language Assessment exams to be organised at the educational establishment itself, if these meet the requirements for doing so.
- d) To announce this Cooperation Agreement, via its normal actions and channels, to the entire educational community.





Three.- Advertising.

When announcing the activities carried out within the context of this Agreement, express mention shall be made of the institutions signing it.

Four.- Financial obligations.

This Agreement does not entail any financial obligation whatsoever for the signatories.

Five.- Joint Steering Committee.

A Joint Steering Committee shall be created in order to oversee the performance of this Agreement. This Committee will be made up of the following members:

- On behalf of the Department with responsibilities for Education, the holder of the post of Director General with responsibilities for the plurilingual programme, or a person to whom the aforementioned person delegates responsibilities, with a minimum rank of Head of Service, and who will become president of the commission, and a public employee of the Service of International Educational Programmes of the abovementioned General Directorate. The person who holds the presidency of the commission will also hold the deciding vote in the event of a possible draw.
- On behalf of Cambridge English Language Assessment, two representatives of the Cambridge English Language Assessment office in Madrid.

The Steering Committee will be chaired by the public employee who is designated by the Director General with responsibilities for the Plurilingual Programme.

The Steering Committee shall ensure that the provisions of this Agreement are complied with, it shall monitor and assess such compliance and shall resolve any doubts that may arise with respect to the interpretation and enforcement hereof. The Committee shall establish its operating regime, and shall meet at least once a year.

Six.- Term of the Agreement.

This Agreement shall enter into force on the day after its execution and shall remain in force for three years. It may be extended for another three years on subsequent occasions by express agreement of the Parties with at least six months notice before its expiry.





Seven.- Amendment of the Agreement.

This Agreement may be amended by written agreement of the Parties in writing and with three months notice, subject to justification of the reasons for such amendment.

Eight.- Termination of the Agreement.

This Agreement may be terminated by one of the following causes:

- Expiry of the agreement without express agreement to extend its validity.
- By unanimous agreement of the signing parties.
- Breach of any of the obligations undertaken in this agreement by either of the signing parties.

In this case, either of the parties will notify the non-complying party of a requirement to comply within a period of three months with the obligations and commitments which are considered to be non-compliant. This requirement will be presented to the president of the Joint Steering Committee and to the other signing party. If after this time has passed, the non-compliance persists, the first party will notify the other party of the cause of termination of the agreement and the agreement will be considered to be expired.

- By judicial decision as to the nullity of the agreement.
- By any other cause covered by the relevant legislation.

However both parties commit to guarantee the execution of the commitments which have been made as to the exam sessions agreed before the extinction of the agreement.

Nine.- Legal nature of the Agreement.

Nothing in this MoU shall be construed as creating a joint venture, partnership, a contract of employment, the relationship of supplier and purchaser or a relationship of principal and agent between the parties.

This agreement has the nature of those agreements defined in article 4.1.d of the rewritten text of the Law of Public Contracting, approved by Royal Legislative Decree 3/2011 of the 14th November and the Legal Regime that applies will be defined by the stipulations of this law in order to resolve any doubts or uncertainties that





CAMBRIDGE ENGLISH
Language Assessment
Part of the University of Cambridge

may arise as to its interpretation and execution.

Any legal question that may arise as to its interpretation and execution that cannot be resolved by the Joint Steering Committee will be resolved by Civil Jurisdiction.

This Cooperation Agreement is executed in duplicate, in Spanish and in English, in the place and on the date first above written.

**ON BEHALF OF THE ANDALUSIA
AUTONOMOUS COMMUNITY GOVERNMENT**

**ON BEHALF OF CAMBRIDGE ENGLISH
LANGUAGE ASSESSMENT**



The Minister for Education,

Signed: Adelaida de la Calle Martín

The Chief Executive

Signed: Mr. Saul Nassé