

License Agreement

Select Knowledge CIE Workbooks

IMPORTANT – PLEASE READ CAREFULLY:

You may obtain a copy of the *CIE Workbooks* by purchasing a license through the website of the Select Knowledge Limited ('The Licensor'). The copyright and any other intellectual property rights in the materials contained within the files are and remain the property of The Licensor. You are licensed to use the files only if you accept in full the terms and conditions set out in the license agreement below.

LICENCE ACCEPTANCE PROCEDURE:

By signing the letter of agreement, you indicate full acceptance of the terms of this agreement (including limited warranty and limitation of liability). If you are accepting the license on behalf of an institutional licensee, you represent that you are authorised to do so. If you are not so authorised, nor deemed in law to have such authority, you assume sole personal liability for the obligations set out in the license agreement.

The Licensor will not hesitate to enforce its legal rights against any individual or Organisation found to be in breach of the license agreement.

You should therefore read the license carefully before clicking on the 'accept' button.

We recommend that you print out the license agreement and relevant parts of The Licensor website for your records.

License Agreement

This Agreement assumes that:

- a. You wish to purchase one or more of the CIE workbooks and related materials in PDF format to use online or to print out and distribute to selected staff and students as agreed by The Licensor.
- b. The Licensor is willing to grant a licence to you in accordance with this Agreement.

Operative Terms

Interpretation and Definitions

1. In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

1. **'Printed Work'** means printed copies of workbooks, case studies and tutor/student guides. Where applicable;
2. **'Fees'** means the fees payable by you to The Licensor for the Licensed Products as set out in the Schedule;
3. **'Licensed Products'** means the Original Content Files and Customised Files of workbooks, case studies and tutor/student guides which are available in PDF format from a CD-ROM supplied by The Licensor, including any Updates, and all Printed Work derived from the Files;
4. **'Customised File'** means that part of a Licensed Product which contains Original Content but which has been customised by The Licensor;
5. **'Original Content'** means the content of the Licensed Product which is copyright of The Licensor prior to any customisation and Original Content Files means Files containing Original Content;
6. **'New Content'** means that part of a Printed Work which does not form part of a Licensed Product [and which is copyright of You];

7. **'File'** means any Original Content File, Customised File and Update to that File in PDF format that is set out in the Schedule;
8. **'Updates'** means updates or revisions to the Files made by The Licensor
9. **'Schedule'** means the schedule to this Agreement, which sets out the titles of the Files and the applicable Fees;
10. **'Licensed User'** means an individual candidate registered with CIE on a qualification course or trainer/teacher who are licensed to read on screen and/or print content from a File or use a Printed Work, not exceeding 5 in the case of trainer/teachers;
11. **'You'** means the training organisation, college, company or other entity which has agreed to accept the Licensed Product on the terms of this Agreement acting by its duly authorised signatory;
12. **'Letter of Acceptance'** means the letter of acceptance issued by The Licensor following acceptance by You of this Agreement which is signed and returned by You and which confirms the number of Licensed Users prior to issue to You of the CD-ROM by The Licensor.

Grant

2. Provided that You have paid the applicable Fees, The Licensor grants You and You accept the non-transferable and non-exclusive right and license to:

1. print out single or multiple copies of the Printed Work from CD-ROM supplied by The Licensor in accordance with this Agreement for use by the agreed number of Licensed Users;
2. upload Files (including any Updates) or Customised Files in PDF format according to the terms of this Agreement, onto a Virtual Learning Environment (VLE), Local Area Network (LAN) or secure Intranet for use by the agreed number of Licensed Users;

Term of License

3. The term of this Agreement will be 2 years to run from the acceptance date specified in the Letter of Acceptance.

Licensee's Obligations

4.1 You shall supervise and control the use of the Licensed Products in accordance with the terms of this Agreement.

4.2 You shall not:

1. alter or modify the Licensed Products or any part of them, or permit others to do so other than as provided in Clause 5.2;
2. copy, sell, sub-license, lease, hire out, or share use of the Licensed Products or transmit the Licensed Products to any third party other than those identified in 2.1.1 and 2.1.2;
3. permit someone other than a Licensed User to use the Licensed Products unless You have agreed such use with The Licensor beforehand and paid the applicable fee, if any, for such use;
4. use the Licensed Products to provide to any other party any form of consulting or training service for another awarding or professional body, or services of any other kind unless You have agreed such use with The Licensor beforehand and paid the applicable fee, if any, for such use;
5. convert the Files in PDF format into any other format or extract parts of the Files for uploading on to a VLE, LAN or secure intranet unless You have agreed such use with The Licensor beforehand and paid the applicable fee, if any, for such use.

Rights in a Printed Work

5.1 This Agreement restricts what You may do with the Licensed Products, but does not restrict what You may do with New Content unless used in conjunction with Licensed Products.

5.2 In respect of a Printed Work:

1. You shall not alter or remove any detail of ownership, copyright, trademark or other proprietary right connected with the Licensed Products and shall reproduce them exactly on any copies;
2. You may add New Content alongside the Original Content for educational purposes provided that the quality of the Licensed Product is maintained as to which The Licensor shall be the sole determinant;
3. You shall not sell the Printed Works other than to Licensed Users to re-cover the cost of printing or photocopying;
4. You shall not sub-license, lease, hire out, share use of with or rent the Printed Works to any person.

Printing

6. On receipt of the CD-ROM from The Licensor, You may make the necessary arrangements in order to produce the Printed Work. You shall maintain accurate and complete records of the number and location of the copies of the Licensed Products and supply copies of such records to The Licensor immediately upon request.

Maintenance and Additional Services

7.1 This Agreement does not require You to use the current Updates of the Licensed Products but The Licensor shall not be liable for your use of out of date Licensed Products.

7.2 The Licensor may, at its discretion make available Updates of the Licensed Products. If so, this Agreement shall apply to such Updates as amended by any additional terms and conditions and notified on The Licensor's website from time to time and which will accompany the Update on release to You.

Ownership

8.1 The Licensed Products, Original Content and all copies of them are and shall remain the exclusive property of The Licensor and You shall have no right, title or interest in them, except as expressly set out in this Agreement.

8.2 To assist The Licensor in the protection of its proprietary rights, You shall:

1. keep all such records and do all such acts and things as The Licensor may reasonably require for the purpose of preserving or protecting such rights; and
2. permit representatives of The Licensor to enter upon (at all reasonable times during normal working hours) [subject to reasonable notice] any premises in which the Licensed Products and/or Original Content are or are reasonably believed by The Licensor to be kept, stored or used and inspect your records of use of the Licensed Products and Original Content. The Licensor will use reasonable endeavours to minimise disruption to your business activities during such inspection.

Warranty

9.1 You warrant that You will use your best endeavors to procure that Licensed Users shall comply with the terms of this Agreement and, in particular, the provisions of clauses 3 and 7 and undertake immediately to give notice to The Licensor of any actual or suspected breaches committed by any Licensed User or any other person.

9.2 You warrant that any New Content used in conjunction with the Licensed Products shall not infringe the copyright of any third party and shall indemnify The Licensor against any liability arising therefrom.

Limitation of Liability

10.1 The Licensor makes every effort to check the files of the Licensed Products for errors and to ensure that they are free from viruses, but does not warrant that the Files are free from viruses, and You should carry out your own virus check before making the Files available to Licensed Users.

10.2 Save in event of death or personal injury in respect of which The Licensor's liability shall not be limited, The Licensor's entire liability for any breach of this Agreement, whether in contract or tort or for any statutory breach, whether express or implied, shall be limited at The Licensor's sole option, to one of the following:

1. replacing the Files to which the breach relates or the supply of equivalent products; or
2. refunding the relevant Fees.

10.3 Subject to 10.2, neither The Licensor, its agents, distributors or employees shall be liable for any special, indirect or consequential damages, damages or for loss of profits, interruption, loss of information, or other pecuniary loss) however arising.

10.4 The Licensor does not warranty that the Licensed Products are fit for any particular purpose.

Payment

11.1 An initial fee for 2 years/24 months is payable for access to the Licensed Products as set out in the Schedule and on The Licensor's website. Further licenses after the initial 2 year/24 month period will be renewed annually. You shall promptly pay any additional Fees due to an increase in the number of Licensed Users as notified to and agreed by The Licensor which shall be calculated as set out in the Schedule and on The Licensor's website. If The Licensor discovers that You have not paid the additional Fees, The Licensor may, in addition to its other rights and remedies, charge You for its reasonable costs and expenses incurred in conducting any audit and recovering such fees.

11.2 The Fees are payable in Pounds Sterling and are exclusive of VAT at the appropriate rate.

11.3 The Fees are non-refundable.

Termination

12. The Licensor may, without prejudice to its other rights and remedies, terminate this Agreement forthwith by written notice to You without incurring liability for such termination if You commit a breach of any material obligation of this Agreement which cannot be remedied or commit a material breach which can be remedied and fail to remedy it within fifteen calendar days of receiving a written notice from The Licensor requiring it to be remedied.

Effect of Termination

13. Upon the expiry or termination (for whatever reason) of this Agreement You shall promptly delete all copies of all Licensed Products from all computers and return to The Licensor all other copies of the Licensed Products.

Confidentiality

14. The Licensed Products contain know-how and other valuable confidential information ('Confidential Information') which is the property of The Licensor. You shall not disclose, whether directly or indirectly, the Confidential Information to any third party and shall procure that any Licensed User shall be bound by an equivalent confidentiality undertaking.

Force Majeure

15. Neither party shall be liable to the other if its performance of its obligations under this Agreement (other than on obligation to pay money) is prevented or hindered due to any circumstances outside its control.

Entire Agreement

16.1 This Agreement constitutes the complete and exclusive statement with respect to its subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between the parties relating thereto.

16.2 You have read and understood this Agreement and agree to be bound by its terms and agree to waive any right to damages or other remedy arising from any representation not contained in this Agreement unless such representation was made fraudulently.

Severability

17. In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, void able, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality, or failing this such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

Waiver

18. No delay or failure of either party in enforcing against the other party any right under this Agreement and no partial exercise by either party of any right hereunder shall be deemed to be a waiver of any right of that party under this Agreement.

Variation

19. No variation or amendment to this Agreement shall be effective unless in writing signed by authorised representatives of the parties.

Assignment

20.1 The license granted under this Agreement is personal to You and You shall not assign or part with any interest in it or grant any right under it to any third party. The Licensor may, on notice to You, assign its rights and obligations under this Agreement to any person.

20.2 This Agreement is binding upon and ensures for the benefit of the parties' permitted assigns and successors in title.

Notices

21. Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery or registered post or by fax or by electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number (with correct answerback) or correct electronic mail number of the addressee.

Law and Disputes

22. This Agreement is governed by and is to be interpreted in accordance with English law. You irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE – International Diploma in Management - Professional Level

The Cambridge International Diploma in Management workbooks and covers for the Professional Level comprise:

- Workbook Managing Yourself
- Workbook Managing Information
- Workbook Managing Change
- Workbook Managing Finance
- Workbook Managing Teams
- Workbook Managing For Quality
- Workbook Managing Operations
- Workbook Managing the Market

Workbooks Covers for each workbook listed above consisting of front and spine Binder inserts.

Annual fee:

The annual fee payable per institution to access any of the above titles in electronic form and distribute as printed works or electronic files in accordance with the terms of the License Agreement shall be as set out below:

		CIE Workbooks and Covers
	Number or students	Fee per 12 month period
Band 1	1-10	£680
Band 2	11-20	£1280
Band 3	21-30	£1800
Band 4	31-40	£2200
Band 5	41-50	£2500
Band 6	51+	By negotiation

Note:

Centres in any of the above bands will also be able to purchase annual 'top-up' licenses on a 'per user' basis. The 'per user' fees are:

- CIE Workbooks and Covers £70 per user

Fees for additional services:

a. Badging

1. Add purchasing centre logo to PDF file for cover of each workbook £100 per centre
 2. Add client logo to PDF file for cover of each relevant workbook £100 per logo
 3. Add centre and client logos at the same time £175
- Note. CIE or Select Knowledge Logo cannot be removed.*

b. Local customisation

1. Access to workbooks in Word format for local customisation £ by negotiation.

SCHEDULE – International Diploma in Management - Higher Professional Level

The Cambridge International Diploma in Management workbooks at Higher Professional Level comprise:

- Workbook Management Skills
- Workbook Financial Management
- Workbook Information Systems Management
- Workbook Strategic Management
- Workbook Organisational Behaviour & Change Management
- Workbook Human Resource Planning
- Workbook Customer Relations Management
- Workbook Strategic Marketing

Workbooks Covers for each workbook listed above consisting of front and spine Binder inserts.

Annual fee:

The annual fee payable per institution to access any of the above titles in electronic form and distribute as printed works or electronic files in accordance with the terms of the License Agreement shall be as set out below:

		Workbooks and Covers
	Number or students	Fee per 12 month period
Band 1	1-10	£720
Band 2	11-20	£1360
Band 3	21-30	£1920
Band 4	31-40	£2400
Band 5	41-50	£2800
Band 6	51+	By negotiation

Note:

Centres in any of the above bands will also be able to purchase annual 'top-up' licenses on a 'per user' basis. The 'per user' fees are:

- Workbooks and Covers £80 per user

Fees for additional services:

a. Badging

1. Add purchasing centre logo to PDF file for cover of each workbook £100 per centre
 2. Add client logo to PDF file for cover of each relevant workbook £100 per logo
 3. Add centre and client logos at the same time £175
- Note. CIE or Select Knowledge Logo cannot be removed.*

b. Local customisation

1. Access to workbooks in Word format for local customisation £ by negotiation.

SCHEDULE – International Diploma in Business - Standard level

The Cambridge International Diploma in Business workbooks and covers for the Standard Level comprise:

- Workbook Marketing
- Workbook Business Finance
- Workbook Human Resource Management
- Workbook Business Start-up

Workbooks Covers for each workbook listed above consisting of front and spine Binder inserts.

Annual fee:

The annual fee payable per institution to access any of the above titles in electronic form and distribute as printed works or electronic files in accordance with the terms of the License Agreement shall be as set out below:

		CIE Workbooks and Covers
	Number or students	Fee per 12 month period
Band 1	1-10	£320
Band 2	11-20	£600
Band 3	21-30	£840
Band 4	31-40	£1040
Band 5	41-50	£1200
Band 6	51+	By negotiation

Note:

Centres in any of the above bands will also be able to purchase annual 'top-up' licenses on a 'per user' basis. The 'per user' fees are:

- CIE Workbooks and Covers £32 per head

Fees for additional services:

a. Badging

1. Add purchasing centre logo to PDF file for cover of each workbook £100 per centre per level.
2. Add client logo to PDF file for cover of each relevant workbook £100 per logo per level.
3. Add centre and client logos at the same time £175 per level.
Note. CIE or Select Knowledge Logo cannot be removed.

b. Local customisation

1. Access to workbooks in Word format for local customisation £ by negotiation.

SCHEDULE – International Diploma in Business - Advanced Level

The Cambridge International Diploma in Business workbooks at Advanced Level comprise:

- Workbook Marketing
- Workbook Business Finance
- Workbook Human Resource Management
- Workbook Business Start-up

Workbooks Covers for each workbook listed above consisting of front and spine Binder inserts.

Annual fee:

The annual fee payable per institution to access any of the above titles in electronic form and distribute as printed works or electronic files in accordance with the terms of the License Agreement shall be as set out below:

		Workbooks and Covers
	Number or students	Fee per 12 month period
Band 1	1-10	£360
Band 2	11-20	£ 680
Band 3	21-30	£ 960
Band 4	31-40	£1200
Band 5	41-50	£1400
Band 6	51+	By negotiation

Note:

Centres in any of the above bands will also be able to purchase annual 'top-up' licenses on a 'per user' basis. The 'per user' fees are:

- Workbooks and Covers £36 per head

Fees for additional services:

a. Badging

1. Add purchasing centre logo to PDF file for cover of each workbook £100 per centre per level.
2. Add client logo to PDF file for cover of each relevant workbook £100 per logo per level.
3. Add centre and client logos at the same time £175 per level.
Note. CIE or Select Knowledge Logo cannot be removed.

b. Local customisation

1. Access to workbooks in Word format for local customisation £ by negotiation.