

Licensing agreement

between

the Gesellschaft für Akademische Studienvorbereitung und Testentwicklung e. V. (Society for Academic Study Preparation and Test Development, registered association) (hereinafter g.a.s.t.), represented by its Managing Director and Director of the TestDaF-Institut, Dr. Hans-Joachim Althaus

– hereinafter ‘g.a.s.t.’ –

and

Università di Foggia, represented by its Rector, Prof. Pierpaolo Limone

– hereinafter ‘test centre’ –

Preamble

The obligation of g.a.s.t. is the development of tests to select foreign students and the promotion of placing foreign applicants in higher education in Germany. For this purpose, the society, via the TestDaF-Institut and other cooperation partners, is offering a series of tests and preparation options designed to inform foreign students about their language competence level and their scholastic aptitude in order to enable them to study in Germany. At present, these comprise the Test Deutsch als Fremdsprache: i.e. Test of German as a Foreign Language (TestDaF), the Test für Ausländische Studierende: i.e. Test for Academic Studies (TestAS) and the Online Spracheinstufungstest: i.e. Online Placement Test (onSET). Universities in Germany use these tests to select and admit foreign students. The development, administration and evaluation of the tests has been assigned to the TestDaF-Institut by g.a.s.t. (§ 7 of the g.a.s.t. charter). This licensing agreement not only ensures sufficient high quality standards for the administration but also the best possible distribution of the tests.

§ 1 Object of agreement

- (1) Object of agreement is the following test / are the following tests offered by g.a.s.t.
 - TestDaF
 - TestAS
 - onSET
- (2) Between g.a.s.t. and the test centre it is agreed to establish a test centre in order to provide for the administration of the tests referred to in article (1). The license is based on the specifications made by the test centre concerning the foundation of a test centre towards the executive board of g.a.s.t. in their application form submitted on 14.04.2021. The specifications may be recorded electronically.
- (3) The institution representing g.a.s.t. in all questions concerning the tests is the TestDaF-Institut.

- (4) The contact persons representing the test centre are the test centre themselves and test administrators. Qualified as test administrators are those persons authorised by g.a.s.t. to supervise the administration of the tests.
- a. for TestDaF: Dr. Myrtha de Meo-Ehlert
 - b. for TestAS: Dr. Myrtha de Meo-Ehlert
 - c. for onSET: Dr. Myrtha de Meo-Ehlert

§ 2 Licensed tests

- (1) Licensing is valid for the tests mentioned in § 1(1).
- (2) The test centre maintains the right to conduct the tests in their own facilities (§ 8). For this purpose, the test centre maintains the basic right to use the materials provided to conduct the test according to paragraph § 5: Services and Obligations. This basic right is non-transferable and restricted with regard to time and venue. The test centre is not allowed to copy, distribute, edit or make any of the test or practice materials available to the general public. Nor must they disclose any other information concerning the test materials.
- (3) The test centre guarantees utmost confidentiality concerning both test and practice materials and the protection of candidate data.

§ 3 Name of test centre:

- (1) The name of the test centre is registered under: Università di Foggia.
- (2) On the certificates, the following abbreviation of test centre name will be used: Università di Foggia (50 spaces max).

§ 4 Services and obligations of g.a.s.t.

- (1) Licensing for the tests mentioned in paragraph § 1(1) free of charge.
- (2) Continuous development of the tests mentioned in paragraph § 1(1) and regular quality control of test validation.
- (3) The TestDaF-Institut provides each test centre with their own secure site within the web-based test centre portal where candidates can be registered and where dates and candidate data can be administered.
- (4) Through the test centre portal g.a.s.t. provides free access to the current version of all relevant information materials such as manuals on how to conduct the test, examination regulations, newsletters, dates, forms, bulletins, originals concerning candidate information etc. These may be downloaded free of charge.
- (5) As part of the licensing procedure the test centre receives a user name and a password from g.a.s.t. in order to be able to access the test centre portal.
- (6) On time delivery of all test materials or provision of test tasks via the Internet (e.g. onSET). g.a.s.t. delivers test materials and certificates at its own cost. Return delivery must be effected as stipulated by g.a.s.t., normally via a courier service appointed by g.a.s.t. Postage and packing will be paid for by g.a.s.t. unless arranged otherwise.
- (7) Evaluation of all tests conducted by the test centre, where applicable electronically (e.g. onSET).

- (8) Issuing and consignment of certificates (TestDaF). There are special arrangements for certain test procedures (TestAS, onSET), as the candidates may print out their own certificates. In justified cases, the test centre is encouraged to allow candidates the possibility of making such print outs.
- (9) Evaluation of examination procedure by trained inspectors. Monitoring takes place without prior notice.
- (10) Delivery of information and advertising materials. g.a.s.t. reserves the right to limit the amount of advertising and information materials free of charge.
- (11) g.a.s.t. makes a free sample test available to the test centre for the purpose of counselling, information or practice; this may be carried out electronically.
- (12) Counselling of the test centre and test administrators. Counselling usually takes place via email or by telephone. Your contact in all cases is the TestDaF-Institut's customer support, reachable via the e-mail: kontakt@testdaf.de.

§ 5 Services and obligations of the test centre

- (1) The test centre is obliged to return all test materials, at the latest, the day after the examination to g.a.s.t. as stipulated in paragraph § 4(6). If a test centre authorises a courier service other than the one stipulated by the TestDaF-Institut, the test centre will be liable in case of loss and must definitely cover the cost of postage and packing.
- (2) If a test (e.g. TestDaF) is offered several times a year, then the test centre is obliged to administer the examination at least as often as permissible but at least twice per annum. The test centre is obliged to offer tests as a matter of principle as soon as prospective candidates register. It is possible for the test centre to decide together with g.a.s.t. upon a minimum number of candidates below which a test needs not to be carried out. If a test centre decides not to administer an examination for whatever reason (bank holiday, semester break or the like), it is obliged to make it public in good time. Especially if the centre has a website, it should be publicised there.
- (3) The test centre guarantees full notice of the examination dates in due time and provides counselling for the candidates on application.
- (4) The test centre informs candidates about examination procedure and test format before or as the examination begins; materials are provided according to paragraph § 4(4).
- (5) The test centre guarantees that the examination will be carried out and invigilated by qualified staff. The appointment of the test administrators responsible for the organisation and procedure of the examination is to be carried out according to paragraph § 7(1) by g.a.s.t. Test administrators and their deputies must familiarise themselves thoroughly and in due time with the instructions provided by g.a.s.t. (manual for the examination procedure, newsletters from g.a.s.t.). This also includes work materials and information advertised via the test centre portal.
- (6) On the day of the examination suitable rooms will be provided by the test centre according to paragraph § 1(1).
- (7) The test centre provides suitable technical equipment for the testing procedure as mentioned in paragraph § 1(1) according to paragraph § 8.
- (8) TestDaF and TestAS candidates generally pay directly online, by credit card. In Germany, payment via Direct Debit is also possible. The test centre compensation fee is usually transferred to the test centre within a fortnight of the exam and credited to the relevant account. In exceptional circumstances, where online payments by candidates are not possible, the test centre collects the test fee as commission and transfers this to g.a.s.t. upon production of an invoice. In this situation, the test centre takes over the risk of failure to pay from g.a.s.t. The examination fee per candidate as well as the compensation fee for the test centre for the tests mentioned in paragraph § 1(1) shall be set out in a separate appendix and is an integral part of the agreement. In the case of TestDaF and TestAS, the fees stipulated may not be changed by the test centre. In exceptional circumstances, a different price may be arranged with g.a.s.t.'s agreement. With regards to onSET, the fee charged locally may not exceed the fee stipulated

by g.a.s.t. by a factor of more than 2 ½. The test centre is obliged to inform g.a.s.t. about the fees charged locally. Fees charged locally for onSET may be publicised on the test centre's website. In exceptional circumstances, fees other than those stipulated above may be arranged with g.a.s.t.'s agreement. Unauthorised changing of fees for the tests stipulated in §1(1) may lead to immediate revocation of the license.

- (9) The test centre is expected to enable candidates with special requirements to participate in the offered tests. Admission for these candidates is regulated by the TestDaF website and the manuals for examination procedures. During the registration procedure the TestDaF Institute is to be consulted. If a single component of the test is to be administered under special circumstances (extra time, enlarged font size), the usual compensation fee according to the agreed separate attachment will be paid. If the complete test (i.e. TestDaF or TestAS) has to be administered under special circumstances, the test centre will receive double the compensation fee for this candidate.
- (10) The test centre is obliged to enter its test dates on to the test centre portal in a punctual and thorough manner. It is also obliged to check candidate registrations regularly. If the level of interest in taking a test exceeds the test centre's capacity, the test centre must notify the TestDaF-Institut. They will then jointly seek solutions.
- (11) The tests mentioned in paragraph § 1(1) shall be administered according to the current regulations set out in the appropriate manuals [cf § 5 (5)]; the manuals and associated information concerning the tests are an integral part of the agreement.
- (12) The test centre is obliged to advertise the tests in an appropriate manner using their own materials and those provided by g.a.s.t. After consulting the managing director of g.a.s.t., the test centre may use the test logos ('TestDaF - Test Deutsch als Fremdsprache', 'onSET', 'TestAS') for their own advertising materials; the logos of g.a.s.t., of affiliated institutes ('TestDaF-Institut') or of member institutions (universities, the German Academic Exchange Service (DAAD) etc.) may not be used by the test centre.
- (13) It is not permissible for test centres to tie the registration to the TestDaF or the TestAS to participation in fee-bearing language or preparation courses offered. Test centres may reserve test spaces for their course participants. They are, however, obliged to also offer spaces to candidates not enrolled in preparation courses at the test centre.

§ 6 Property and copyright concerning test materials

- (1) All test materials are and remain the property of g.a.s.t. This also applies to items in the development phase.
- (2) To the same degree the test centre acknowledges the copyright of g.a.s.t. for all test relevant materials.

§ 7 Supervisors at the test centre (test administrators)

- (1) The tests mentioned in paragraph § 1(1) shall be administered and supervised by the test centre under the responsibility of authorised test administrators. Various test administrators may be appointed for the different tests. The basic requirement is fluency (C1 level according to the Common European Framework of Reference (CEFR) established by the Council of Europe) in the language in which the tests are being carried out; as a rule, the tests will be in German (TestAS and onSET also available in English). Where German is not the test language, test administrators ought to be able to counsel candidates who do not have a sufficient command of the German language.
- (2) Selection and confirmation of test administrators and their deputies as those responsible for the organisation of the examination in situ, follow upon recommendation by the test centre via the committee and the managing director of g.a.s.t.; respectively. g.a.s.t. is authorised to require the provision of documents in order to check the qualifications of further authorised test administrators (especially in respect of linguistic proficiency). The test centre shall inform the TestDaF-Institut immediately via the test centre portal of any changes of personnel. If authorised test administrators resign they are obliged to inform the TestDaF-Institut in due time. Changes

in test administrators or their deputies shall likewise be reported and require the consent of the managing director of g.a.s.t.

- (3) The binding duties of authorised test administrators are set out in the manuals for examination procedure.
- (4) Authorised test administrators are allowed to engage further auxiliary workers to help with the organisation of the test. On behalf of test security, the test centre is obliged to inform g.a.s.t. of their names; the procedure protocols can be used for this purpose. In as far as other people are concerned with the tests on a regular basis (technicians or invigilators), the TestDaF-Institut shall be informed in accordance with the regulations set down in the manuals. The authorised test administrators must make sure all helpers are familiarised with the exam procedure to the degree necessary for them to carry out their duties. They also guarantee secrecy concerning the test tasks and any relevant data or information concerning candidates.

§ 8 Rooms and technical equipment

- (1) The test centre shall provide quiet, well-lit rooms with a temperature suitable for the time of year. The rooms must not be exposed to loud noise likely to impair candidates' ability to concentrate.
- (2) The size of the room must be adequate for the number of candidates. As a matter of principle, rooms must be chosen to allow each candidate a separate desk with enough space. If more than one candidate has to sit at one desk, the space measured between the elbows shall be at least one metre. If the examination takes place in a lecture theatre, it must be assured that those candidates sitting in an elevated position are not able to see, or copy from, the examination papers of the candidate seated below them.
- (3) A clock showing the correct time must be situated for all candidates to see clearly.
- (4) All posters with information about language e.g. grammar rules, vocabulary, mathematical or scientific formula or other information which might be relevant to the test must be removed from the walls.
- (5) The test centre must be equipped with a personal computer to which the authorised test administrator has access at all times in order to communicate with g.a.s.t. or the TestDaF-Institut or to enable access to the test centre portal for the tests mentioned in paragraph § 1(1).
- (6) The test centre must guarantee that certificates necessary for the tests mentioned in § 1(1), all the handouts and information for the authorised test administrator and advertising etc. shall be printed in appropriate quality.
- (7) The test centre must have appropriate Internet facilities at its disposal.
- (8) For the TestDaF appropriate technical equipment (language laboratory, computers or a cassette recorder) for recording purposes (*Oral Production*) and sound reproduction (*Listening Comprehension*) must be available. This equipment shall be checked before each examination day. The test centre will be held responsible for any faulty recordings (*Oral Production*) not possible to be evaluated due to technical reasons. The test centre must ensure that the candidates taking the subtest *Oral Production* do not disturb each other whilst the test is in progress.
- (9) For onSET a suitable computer network must be available. Minimum requirements are stipulated in the onSET Manual.

§ 9 Data protection

Data Protection: all data will be processed according to laws governing data protection and data security, in particular the EU General Data Protection Regulation (GDPR). Up-to-date, relevant information about data protection can be downloaded from the Test Centre Portal.

§ 10 Severability clause

Should any clause in this agreement be or become void by law, invalid or inexecutable or should this agreement fail to incorporate an important regulation, then the effectiveness of the

remaining clauses of this agreement shall not be questioned. Instead of the void, invalid or inexecutable clause or in order to stop the gap in the regulation, the legally feasible clause which complies best with what the cooperating parties wanted shall be agreed upon – as far as this is possible.

§ 11 In writing requirement

Verbal subsidiary arrangements do not hold. Changes or amendments must be given in writing. This also applies to the cancellation of the requirement of the written form.

§ 12 Duration of the licence, abrogation, jurisdiction

- (1) On the day of its signature this agreement comes into effect for one year and will be automatically renewed as long as neither party gives notice.
- (2) Parties are entitled to terminate this agreement with a deadline of six months to December 31st of any calendar year. The right of both parties to cancel on important grounds without prior notice according to paragraph § 314 BGB (German Law) remains unquestioned.
- (3) If a test centre is unable or no longer able to conduct the tests mentioned in paragraph § 1(1) or to enlist candidates, then the licensing agreement will automatically expire two years after the last examination date. The contract partners must inform one another in due course as to the relevant measures to be taken.
- (4) If the TestDaF-Institut discovers grave infringements concerning the regulations of test procedure, test security or false statements regarding the invoicing of examination fees, then the licence shall be suspended without notice and can be withdrawn as a consequence.
- (5) Termination of contract comes into effect otherwise one month after notice has been given.
- (6) When a contract has been cancelled or notice has been given, then all the test materials must be returned to the TestDaF-Institut within a 14-day deadline.
- (7) The obligations laid down in paragraph § 2(3) regarding the confidentiality of the test materials and also the property and copyright do not lose any validity after the contract has ended.
- (8) Court of jurisdiction is Bonn.
- (9) This agreement has been issued in two languages: German and English. Both versions are legally binding. In cases of doubt, the regulations for the implementation of tests, quality control and copyright are only valid in the German language versions produced by g.a.s.t.

Bochum, 13.07.2021

Foggia,



Dr. Hans-Joachim Althaus
Director of the TestDaF-Institut
Managing Director g.a.s.t.

Prof. Pierpaolo Limone
Rector of the Università di Foggia

Appendix for the licensing agreement – TestDaF

between g.a.s.t.
and the test centre
Università di Foggia

The **fee for the TestDaF** is fixed as follows:

Candidate fee:	195,00 EUR
Compensation fee for the test centre:	65,00 EUR
Selling price – TestDaF-Institut:	130,00 EUR

Bochum, 13.07.2021

Foggia,



Dr. Hans-Joachim Althaus
Director of the TestDaF-Institut
Managing Director g.a.s.t.

Prof. Pierpaolo Limone
Rector of the Università di Foggia

Appendix for the licensing agreement – TestAS

between g.a.s.t.
and the test centre
Università di Foggia

The **fee for the TestAS** is fixed as follows:

Candidate fee:	135,00 EUR
Compensation fee for the test centre:	45,00 EUR
Selling price – TestDaF-Institut:	90,00 EUR

Bochum, 13.07.2021

Foggia,



Dr. Hans-Joachim Althaus
Director of the TestDaF-Institut
Managing Director g.a.s.t.

Prof. Pierpaolo Limone
Rector of the Università di Foggia

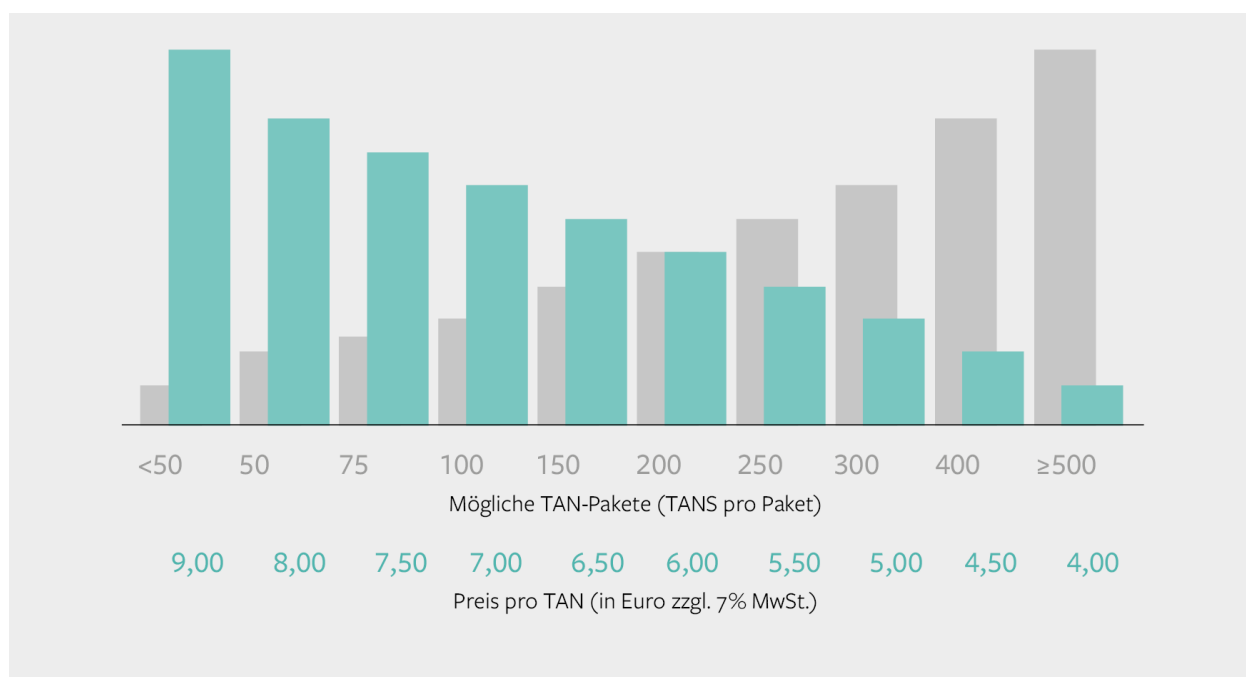
Appendix for the licensing agreement – onSET

between g.a.s.t. (Registered Association)

and the test centre

Università di Foggia

Fees for the onSET are as shown in the following graph:



The individual price, depending upon the quantity purchased, is between 4 and 9 EUR (plus 7% VAT). For fifty candidates or more, the TANs are available in lower-priced packages. In the largest package, which contains 500 TANs or more, each test costs 4 EUR plus 7% VAT. Package sizes and prices are shown in the graph above. A TAN has no expiry date and does not need to be used within the current calendar year. A TAN may be used for any of the available onSET test languages. TANs may be ordered online through the onSET portal. The test centre is automatically invoiced for the total price of the entire order, plus 7% VAT.

All issues concerning the test centre's selling prices have extensively been covered under § 5(8).

Bochum, 13.07.2021

Foggia,

Dr. Hans-Joachim Althaus
Director of the TestDaF-Institut
Managing Director g.a.s.t.

Prof. Pierpaolo Limone
Rector of the Università di Foggia