



CONFIDENTIAL

IELTS Code of Practice and Confidentiality Undertaking

1. Instructions

Who needs to complete this form?	
Each of the following members of staff (whether employees or independent contractors of the IELTS Partners):	4. Clerical Markers (if applicable)
1. Centre Owner/Director	5. Any staff administering/with oversight of IELTS - back office or test day delivery
2. Centre Administrator/Centre Manager	6. Any role with access to sensitive IELTS systems or data information
3. Line Manager of Centre Administrator	
Who does not need to complete this form?	
Examiners, Examiner Trainers or Examiner Support Coordinators, Examiner Standards Manager. There are separate documents under PSN for these groups.	
How often must this form be re-signed?	
Every two years.	
How long must the form be kept?	
For the entire duration of the staff member's employment or engagement, plus three years after ceasing employment or engagement. Any additional retention management requirements may be needed in line with applicable local employment laws.	

The staff member must initial each page at the bottom right of this *IELTS Code of Practice and Confidentiality Undertaking* and sign the Undertaking before carrying out any activities in relation to IELTS.

2. Definitions

Approved Purpose is a purpose authorised in one of the following ways:

- By an IELTS Partner; or
- Through applicable documented IELTS global policies and standards; or
- Required by the duties of their employment or engagement by an IELTS Partner.

Confidential Information includes all information that is associated with IELTS Tests, including:

- All contents of IELTS Tests and all test material
- All IELTS associated systems and all material held within those systems
- All procedures for test delivery and management
- All technical and business information
- All intellectual property and knowhow
- All existing and/or planned products and services
- All research and development information
- All information relating to customers, candidates, marketing and business plans, regardless of whether such information is designated as confidential at the time of its disclosure.

Initials SM

I / Me / My means the individual member of staff (whether an employee or independent contractor) who signs this *IELTS Code of Practice and Confidentiality Undertaking*.

IELTS Partners are the British Council, Cambridge English Language Assessment (Part of the University of Cambridge) and IELTS Australia Pty Ltd (ABN 84 008 664 766).

IELTS Test is the International English Language Testing System developed and owned jointly by the IELTS Partners. **IELTS Test** refers to all products produced and managed jointly by the IELTS Partners.

3. Consent

I agree to:

- The terms of this *IELTS Code of Practice and Confidentiality Undertaking* prior to taking up any IELTS duties and to comply with its terms during the period set out in section 1 above under the heading “**How long must the form be kept?**”
- Be video-recorded when undertaking IELTS Test day duties
- Use my finger scan to access the IAM system when conducting registration and identity checks, where local legislation allows

4. Conflict of Interest

I acknowledge that I am required to notify the Line Manager, Test Centre Administrator or Test Day Supervisor of any candidate that is known to Me, and that I should not interact with that candidate(s) unsupervised on test day or handle any test materials from that candidate including the collection, marking, processing and storing of test materials.

5. Security

I acknowledge that:

- 5.1 I will keep all IELTS test materials, policies, procedures, systems and all other Confidential Information, secure and confidential at all times.
- 5.2 I will immediately report any suspected breaches of security and confidentiality to the Test Supervisor, IELTS Administrator and the IELTS Partners as appropriate.
- 5.3 I will comply with all directions concerning appropriate security practices and confidentiality given by the IELTS Partners.

6. IELTS Confidential Information

I acknowledge that:

- 6.1 All IELTS Test Information belongs solely to the IELTS Partners, is confidential to the IELTS Partners and must not be disclosed for any purpose other than an Approved Purpose.
- 6.2 I will maintain effective established security measures to safeguard Confidential Information from unauthorised access, use, copy or disclosure; and immediately notify the IELTS Partners of any potential or actual unauthorised use, copying or disclosure of Confidential Information.
- 6.3 I must maintain this confidentiality for the entire duration of my employment or engagement, plus three years after I cease this employment or engagement.
- 6.4 My duties and obligations under this *Code of Practice and Confidentiality Undertaking* are owed to each of the IELTS Partners individually and collectively and any one of them is entitled to the benefit of this undertaking.

Initials SM

7. Role

- 7.1 I understand I am accountable for executing my role and its responsibilities to all documented IELTS global policies and standards.
- 7.2 I will maintain the required level of job knowledge and will attend training events as required.

8 Behaviour

- 8.1 I will exhibit professional, respectful and culturally appropriate behaviour at all times to all groups.
- 8.2 I will be honest and ethical in all dealings.

9 Injunctive Relief

I acknowledge that damages may not be a sufficient remedy for any breach of this *Code of Practice and Confidentiality Undertaking*. The IELTS Partners are entitled to specific performance or injunctive relief (as appropriate to prevent or mitigate damage) as a remedy for any breach or threatened breach by me, in addition to any other remedies available to the IELTS Partners at law or in equity. This *Code of Practice and Confidentiality Undertaking* is governed by:

- The laws of England and Wales where the test centre at which I work or provide my services is managed by the British Council (in which case, any disputes arising under or in connection with this *Code of Practice and Confidentiality Undertaking* (including non-contractual disputes) will be subject to the jurisdiction of the courts of England & Wales); or
- Australian law where the test centre at which I work or provide my services is managed by IA or IDP Education Ltd (ACN 117 676 463) (in which case, any disputes arising under or in connection with this *Code of Practice and Confidentiality Undertaking* (including non-contractual disputes) will be subject to the jurisdiction of the Australian courts).

UNDERTAKING:

I undertake to observe all the requirements of this Code of Practice and Confidentiality Undertaking.

Signatory

Full Name:	Sabir Masih
Signature:	Sabir Masih
Date:	7/6/2022

Witness

Full Name:	
Signature:	
Date:	

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