

QUILVA

SCHOOL LICENCE & SERVICES AGREEMENT

Agreement date: [DATE]

This Agreement is between:

Quilva Ltd, a company registered in England and Wales ("Quilva"); and

[FULL LEGAL NAME OF SCHOOL / TRUST / COLLEGE], of [ADDRESS] ("School").

Quilva and the School are together the "Parties".

1. The Service

Quilva is a digital writing environment that records how student work is produced — writing activity, edits, and other elements of the writing process — to provide evidence of authorship. It is a tool to support teacher judgement and the School's own assessment and academic-integrity procedures, not a replacement for them, and it does not guarantee that a student has never used AI or other external assistance.

2. Licence, Fees & Term

Subject to payment, Quilva grants the School a non-exclusive, non-transferable licence to use the service for the number of students set out in Schedule 1, for legitimate educational and administrative purposes. The School must not resell or commercially exploit access to Quilva, and is responsible for its users' compliance with the School's own acceptable-use policies.

Fees are based on student population:

Student population	Annual price	Monthly option
250–750 students	£795 / year	£67 / month
750–1,200 students	£1,100 / year	£90 / month
1,200+ students	£1,450 / year	£120 / month

- **Payment terms** — prices exclude VAT where applicable. Invoices are payable within 30 days unless otherwise agreed in writing. The monthly option is a way of spreading payment across a 12-month commitment, not a cancel-anytime subscription. If payment remains overdue after reasonable notice, Quilva may suspend access until it is brought up to date.
- **Term** — the Agreement runs for an initial 12-month Term from the Start Date in Schedule 1, and may be renewed for further 12-month periods by agreement. Quilva will give reasonable notice of any renewal price change.

3. Support

Quilva provides reasonable technical and account support during the Term, normally by email (and by phone where appropriate), Monday–Friday during UK business hours excluding public holidays. Quilva aims to respond within one working day, though this is a target rather than a guarantee. This does not include unlimited on-site support, bespoke development or custom integrations unless separately agreed in writing.

4. School Responsibilities

The School agrees to:

- Provide accurate information needed to set up and administer its account, and nominate an authorised contact.
- Ensure students and staff are appropriately informed about the use of Quilva and the School's own policies.
- Keep account credentials secure, and notify Quilva promptly of any suspected unauthorised access.
- Use Quilva only for legitimate educational and administrative purposes.
- Obtain any permissions and establish any lawful basis required for its use of the service and processing of personal data.

5. Data Protection & Security

Use of Quilva may involve processing personal data relating to students and staff. Each Party will comply with UK data-protection law (UK GDPR and the Data Protection Act 2018), and where Quilva processes personal data on the School's behalf, the Parties will comply with Quilva's Data Processing Agreement, which forms part of this Agreement. The School is responsible for deciding whether it needs to complete its own DPIA before using Quilva. Quilva maintains reasonable technical and organisational security measures to protect the service and personal data, and will provide reasonable security information on request; further detail is set out in Quilva's security and privacy documentation. The School must notify Quilva promptly of any security issue it becomes aware of relating to its use of Quilva.

6. Intellectual Property

The School and its users keep ownership of student work and other material created using Quilva. Quilva keeps ownership of the Quilva software, platform, documentation, branding and any related improvements. Nothing in this Agreement transfers Quilva's IP to the School.

7. Authorship Evidence

Quilva may record information about how a document was created and edited, and may provide verification reports, certificates or QR-code verification where included in the service. This evidence is intended to support — alongside teacher judgement and the School's existing procedures — an understanding of how work was produced. Quilva does not represent that it can establish with absolute certainty that a student did not use AI or other external assistance.

8. Availability & Changes

Quilva will use reasonable efforts to keep the service available, but may temporarily suspend it for maintenance, security or technical reasons, or circumstances outside its reasonable control, and may make reasonable changes to improve functionality, security or legal compliance. Quilva will not intentionally remove core purchased functionality during the Term without reasonable notice.

9. Confidentiality

Each Party will keep the other's confidential information confidential and use it only for the purposes of this Agreement, except where it is already public, independently developed, or must be disclosed by law.

10. Suspension & Termination

Quilva may temporarily suspend the School's access where reasonably necessary to protect security, prevent misuse, address a material breach, or where fees remain materially overdue — and will, where practicable, give notice and an opportunity to resolve the issue first. Either Party may terminate for an unremedied material breach

following written notice; Quilva may also terminate if the School becomes insolvent or ceases to operate. On termination, the School's licence ends, it must stop using the service, and Quilva will handle School data in line with the applicable DPA and law.

11. Liability

Nothing in this Agreement limits liability that cannot legally be limited, including for fraud. Subject to that, neither Party is liable for indirect or consequential loss, loss of profits, revenue or business, and Quilva's total liability under this Agreement will not exceed the total fees paid or payable by the School in the 12 months before the claim arose. Quilva does not warrant that using Quilva will prevent academic misconduct or independently establish that a piece of work was produced entirely by a student.

12. Force Majeure

Neither Party is responsible for delay or failure to perform caused by circumstances outside its reasonable control, such as major infrastructure or cyber incidents, natural disasters, government action or industrial disputes.

13. General & Governing Law

Neither Party may assign this Agreement without the other's written consent, except that Quilva may assign it as part of a sale, merger or transfer of its business. If any provision is found invalid, the rest remains in effect. This Agreement (with any documents it expressly incorporates) is the entire agreement between the Parties about the Quilva service, and can only be amended in writing except where it expressly allows Quilva to update a service or supporting document. This Agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute, unless the Parties agree otherwise in writing.

14. Electronic Acceptance

This Agreement may be accepted electronically — an electronic signature or acceptance through an approved contracting platform is a legally valid acceptance, and no paper copy or handwritten signature is required.

Schedule 1 — Order Details

School / Organisation	[NAME]
School address	[ADDRESS]
Named School contact	[NAME / ROLE / EMAIL / TELEPHONE]
Quilva contact	[NAME / EMAIL / TELEPHONE]
Licence tier	☐ 250–750 ☐ 750–1,200 ☐ 1,200+ students
Number of authorised student users	[NUMBER]
Use	☐ Whole school ☐ Sixth form ☐ Department ☐ Other: [DETAILS]
Start date	[DATE]
End date	[DATE]
Annual licence fee	£[AMOUNT]
Payment method	☐ Annual ☐ Monthly over 12 months
Invoice / PO requirements	[DETAILS]

Schedule 2 — Contract Documents

This Agreement is supported by the following documents, which may form part of the School's Quilva contracting pack: this Agreement, Quilva's Data Processing Agreement, Privacy Policy, Security / Technical Information, current Subprocessor Information, and Quilva's Acceptable Use Terms, where applicable. Where documents conflict, this Agreement takes precedence, followed by the Data Processing Agreement, the Order Details, then other Quilva policies.

Acceptance

By signing below, or by completing an approved electronic acceptance process, each Party confirms it has authority to enter into this Agreement and agrees to its terms.

For Quilva Ltd

Name: [NAME] Position: [POSITION] Date: [DATE]

Signature / electronic acceptance: _____

For the School

School / Organisation: [NAME]

Name: [NAME] Position: [POSITION] Date: [DATE]

Signature / electronic acceptance: _____

END OF AGREEMENT