

ANNEX II

Terms and Conditions

SANTANDER COURSE | ENGLISH ONLINE 2024 - BRITISH COUNCIL – 2nd Call

The **delegation in Spain of the British Council Foundation** (hereinafter, “British Council”) with the financial support of **Banco Santander, SA** ., has developed the **Santander Course | English Online 2024 - British Council - 2nd Call** that will facilitate and promote students and young professionals over 18 years of age residing in Spain, Portugal, Poland, Germany, Brazil, the United States, the United Kingdom, Mexico, Chile, Colombia, Peru, Argentina and Uruguay to have the opportunity to Improve English skills in order to improve employability.

I. Objectives

Under the “ **Santander Course | English Online 2024 - British Council – 2nd Call** ” (hereinafter the “ Program ”) students and young professionals over 18 years of age, on the date of publication of this call for applications, who are residents of Spain, Portugal, Poland, Germany, Brazil, The United States, United Kingdom, Mexico, Chile, Colombia, Peru, Argentina and Uruguay, WILL BE able to apply to participate in the online English language training course “Online English Learning ” of the British Council, which will take place during the year 2024.

The main objective of the Program is to offer young people the opportunity to improve their English skills in order to improve their employability.

II. Recipients

Program is open to anyone over 18 years of age on the date of publication of this call as long as he/she is resident in one of the following countries: Spain, Portugal, Poland, Germany, Brazil, the United States, the United Kingdom, Mexico, Chile, Colombia, Peru, Argentina and Uruguay and, in addition, satisfy the admission requirements set forth below (hereinafter, the “Participants”)

Obtaining a place for the online English language training course of the Program will be compatible with obtaining other types of aid of a welfare nature of a nature different from that of the purpose of this Program, regardless of its public or private origin, to which that the participant who carries out the practice under its protection can access .

III. Characteristics of the Program and available courses

This call for the **Santander Course Program | English Online 2024 - British Council – 2nd Call** will consist of granting 8,000 places to take online English courses adapted to the level of each participant and lasting 8 weeks.

The British Council will select the 2,000 best performing students during these 8 weeks (those that have completed more exercises and activities correctly and will grant them an additional 20-week training with 18 group online classes taught by experienced teachers, in addition to the exercises and activities online, proposed for your level for each of the calls.

This call for the Program will be published on the Santander platform www.santanderopenacademy.com (hereinafter, the “Platform”) on May 21, 2024. The call will remain open until August 21, 2024, with the allocation of places communicated as of August 29, 2024 through the platform.

The course will be developed in two phases, the first for the 8,000 students initially selected, will take place from **7 October** to 1 December, 2024. The second phase, assigned exclusively to the 2,000 students who have achieved the best results in the initial phase will take place from **9 December** to 27 April, 2024.

Description of the courses for all calls:

Phase 1. Available for levels from A1 to C1. For a total of 8000 students

- In this stage, students will have online materials for self-study for 8 weeks.
- **Each level has 144 hours of learning.** Students have a level test upon access to identify which program to take.
- **Each student chooses a topic and learns through interactive activities.**
- 6 topics are offered for each level. 3 are about social issues and 3 are about business.
- Each topic has 6 lessons, with a total of 36 lessons per level.
- Upon finishing a topic, the student receives a badge for having completed it and its corresponding certificate.
- **Additionally, students can access a maximum of 4 Live25 sessions.** These are voluntary sessions led by a teacher but not classes as such although students that attend will gain learning from these.

Phase 2. Available for levels from A1 to C1. For a total of 2000 students, selected from the students of the first phase.

This second phase of the course, which will only be accessed by students who have demonstrated the best performance in the initial phase, consists of:

- A maximum of 18 online classes with a teacher and available 24 hours a day. Students will participate in classes with other students from different parts of the world, also providing added benefits on top of learning English.
- Added exercises, four hours of asynchronous exercises for each class.

- Added and non-mandatory resources for course certification, such as 4 Live25 sessions per month
- Teacher feedback on your performance
- Extra resources for learning (videos and practices added)
- At the end of the course, those who have successfully completed it will be able to download a level performance certificate.

Once the student has started the course, they will only have one week to change the level if they consider that they are not at the appropriate level .

The selection of students for phase two will be carried out based on the results obtained by the students in phase one, considering the following (in order of importance):

- Progress made in the self-study phase (lessons completed and/or started)
- End date and time of said self-study
- Grade of work done
- Number of Live25s sessions attended

The British Council will carry out the necessary monitoring to motivate the participation of the beneficiaries in the Course and will monitor the use of the online training but cannot be held responsible for non-attendance or termination of the courses by the scholarship recipients. Upon completing the Course , students who have completed the Program will be able to download or receive a certificate of completion, indicating the estimated number of learning hours, level and date of completion. Likewise, it should be clarified that neither the level test to access the Course nor the completion of the Course grant any official English level title.

Students are responsible for booking their classes, and may cancel them 24 hours in advance without penalty. If students do not cancel within 24 hours and do not show up, they will be marked absent and the class will not be recoverable.

In the event that a student breaks the British Council code of conduct during their course, the British Council reserves the right to not allow them to continue.

It will be necessary to have access to a computer with an internet connection to take the Course.

The admission requirements that Participants will have to meet to obtain a place in the Course will be the following:

- (i) Be a user of the Platform and have registered for the corresponding call.

- (ii) Be over 18 years of age at the time of registration and be a resident of Spain, Portugal, Poland, Germany, Brazil, United States, United Kingdom, Mexico, Chile, Colombia, Peru, Argentina and Uruguay.
- (iii) Complete the evaluation test made available on the Platform, which will consist of a series of tests to evaluate competencies, skills and knowledge, for the purposes of selecting the beneficiaries of the Program (the "Evaluation Test").

To assign the places, **the British Council** will validate compliance with the requirements indicated above, and will rely on the ranking generated by the Evaluation Test available on the Platform to assign the places to the first classified.

In the event that there are assigned places that have not been accepted by the selected Participants, **the British Council** will reassign them to other Participants who meet the admission requirements indicated above and in order of ranking according to the Evaluation Test with the aim that the squares are not deserted.

Likewise, **the British Council**, in order to ensure that the Program can benefit the greatest number of Participants, if at any time it estimates that the planned places will not be assigned, or if there is excessive demand for them, it may decide to apply other requirements of admission for the assignment of places, even extending the deadline for applicants to apply for them.

IV. Management

It will be an unavoidable condition to obtain a place in the Program to register for this call through the Platform enabled for these purposes. The notification of the granting of the place will be communicated through the management system enabled on the aforementioned Platform.

Registration of **Participants** must be carried out between **May 21, 2024 and August 21, 2024 at 23:59 GMT+2 (Madrid time zone)**.

Once the Course has concluded, Participants will receive a communication through the Platform so that they can transmit their level of satisfaction with the Course through a small questionnaire in test mode.

Participants must keep in mind that, if they modify the email used to register in the Program during the period that the call is open to the public on the Platform, it will be necessary for them to take the Evaluation Test again.

V. Allocation of places among candidates

The allocation of the 8,000 places to the selected Participants (hereinafter, the "Beneficiaries") will be made from August 29, 2024. Such allocation will be communicated to the Beneficiary, who will have a period of **7 calendar days** from the date and time of the communication to process its acceptance, all through the Platform. Once the deadline has expired, the places not accepted will be reassigned by the **British Council** to other Participants who meet the admission requirements indicated above and who have been notified that they are on the waiting list. This assignment will be made as soon as there are places available. These students will have 3 calendar days to confirm their place and if they do not do so, they will be offered to another student on the waiting list, until the total number of vacant places is filled. If the available places are not filled, the British Council may consider additional students so that the places are not left empty.

VI. Data Protection

The Data Controller for the admission and management of the Program is the Delegation in Spain of the British Council Foundation (hereinafter, "British Council"), with postal address at Paseo General Martinez Campos 31, 28010, Madrid (Spain) and with contact of the Data Protection Officer: dospain@britishcouncil.es. The British Council's privacy policy is available at <https://www.britishcouncil.es/privacidad-cookies/proteccion-datos>.

Data we process and their origin.

British Council, in its role as collaborating entity for the management of the course, receives the personal data of users who register in this Platform Program, whose controller is Universia Holding, SL with Postal address Ciudad Grupo Santander. Avda de Cantabria s/n, 28660, Boadilla del Monte (Madrid), Spain and with contact of the Data Protection Officer : dpo@universia.net, regarding participation in this Program, which includes registration, the tool evaluation and the communications tool with Users.

Likewise, the British Council will include in the call for this Program the questions and requests for information necessary to accredit, evaluate and manage the User's candidacy. In this sense, it may process: identifying data, data relating to personal characteristics, academic and professional data, data relating to employment, and data relating to personality (the latter in relation to the evaluation that the British Council could make of the Users for the Program).

Purposes for which personal data will be processed.

The User data collected as a result of this Program will be processed by the British Council to manage this call, evaluate the applications and inform users of their admission or not to the Program. In addition, it will process the personal data of the users admitted for the execution of the granted Program, of which it will inform at the beginning of the Program. The

legitimizing basis that allows the aforementioned treatment is the execution of these Specific Conditions or Legal Bases. Likewise, British Council may additionally process User data to comply with the legal obligations required by current legislation, therefore the legitimizing basis for this processing is compliance with a legal obligation.

Recipients of personal data.

The personal data of Users will only be communicated to public authorities and bodies for the development of their functions when they are competent to request them. On some occasions, the applicable regulations require sharing information with public authorities or organizations so that they can carry out their functions. For example, tax authorities or courts of law, which would use Users' data for their own purposes.

Conservation Criteria for personal data.

British Council will retain the data it has obtained as a result of this call as follows:

- Regarding applicants who are not admitted to the program, the data will be kept during the management time of the call and for a maximum of six months from the closing of the call.
- Regarding the applicants admitted to the program, the data will be kept during the entire period while the execution of the program continues and for a maximum of seven years according to the corporate archiving criteria of the British Council for their course students.

User rights over their personal data

Users have the right to access their data, as well as to request the rectification of inaccurate data, the limitation of their processing, the portability of their data or, where appropriate, request its deletion when, among other reasons, the data is not necessary for the purposes for which they were collected, as well as not being the subject of automated individual decisions.

Likewise, users have the right to withdraw their consent for those purposes for which they granted it at any time.

Users may contact dospain@britishcouncil.es to exercise these rights.

They must also contact dpo@universia.net to exercise rights over their data that are on the Platform, for which Universia Holding SL is responsible.

VII. Modification of the Terms and Conditions of the Program



The fact of attending this 2024 call of the Program implies acceptance by the Participants of its terms and conditions and its resolution, which will be final, as well as the waiver of any type of claim regarding any aspect provided for therein, without the intention of be exhaustive, aspects such as the allocation, selection and admission criteria.

British Council and **Santander** reserve the right to modify the terms and conditions of this 2024 call for the Programme, partially or totally at any time in order to preserve the social impact that **British Council** and **Santander** pursue with this call, informing about the modifications introduced to the Participants through the Platform.