



STANDARD / PREMIUM FRANCHISING Vs INDEPENDENT ENTITY

RIGHTS AND COMPETENCE	STANDARD FRANCHISING		PREMIUM FRANCHISING		INDEPENDENT ENTITY 50% MEMBERSHIP	
Freedom in specifying own enrollment criteria (age, credits, accomplishments, grades, etc.)	YES	Minimum requirements set by TIELC must be observed.	YES	No limits. However, minimum requirements set by TIELC must be observed.	YES	No limits
Flexibility in pricing policy	YES	Flexibility, but within the frames of recommended rates	YES	Full flexibility	YES	Full flexibility
Direct acceptance of receivables and disbursement of payables	YES	Freedom of financial transactions	YES	Freedom of financial transactions	YES	Full flexibility
Independent online and offline training modes	YES	SF acquires these rights, but remains on the list of franchisee of TIELC and has a page as a member on TIELC websites and uses TIELC training matrix	YES	PF acquires these rights, but remains on the list of franchisee of TIELC and has a page as a member on TIELC websites	YES	Full flexibility
Independent decision-making in job-placement or career advancement of graduates	YES	Flexibility using TIELC job database and verification services	YES	Full flexibility	YES	Full flexibility
Independent website and advertising opportunities	YES	Full flexibility	YES	Full flexibility	YES	Full flexibility. Web design and setup of online training module included
Right to define levels and categories of certification and awards.	NO	Only through approval of TIELC	YES	PF is eligible but within the frames prescribed by TIELC franchising policies	YES	Full flexibility
Ownership of seal and stationary (use of own stationary)	NO	Stationary, certificates and LAS are provided by the TIELC	YES	PF is eligible to use the TESOL seal and own seal only on the number of certificates listed by the policy. However, PF is allowed to redesign the stationary as deems necessary	YES	Full flexibility

Right to authorize certification of trainees	YES	SF has rights to authorize certificates, but not LAS. Certificates have both – TIELC and SF signatures and logos on them.	YES	PF has rights to authorize certificates and LAS. Certificates have both – TIELC and PF signatures and logos on them.	YES	Full flexibility
Unlimited enrollment	NO	Premium franchisees are eligible for enrolment of not more than 25 trainees per year. Extra fees apply to raise the margin annually.	NO	Premium franchisees are eligible for enrolment of not more than 250 trainees per year. Extra fees apply to raise the margin annually.	YES	No limits
Worldwide enrollment (no specified country list)	NO	SF are eligible to spread their activities in only the country of their origin	NO	PF are eligible to spread their activities in the most of 5 adjacent countries or 5 countries of their choice	YES	No limits
Use of own logos, identification marks and signatures (digital or real) on the net and in reality excluding TIELC markings.	NO	SF cannot use only their logo and any own markings without the same of TIELC. The same refers to online or offline activities and materials, resources, certificate, etc.	NO	PF cannot use only their logo and any own markings without the same of TIELC. The same refers to online or offline activities and materials, resources, certificate, etc.	YES	Full flexibility. All materials and software shall have purchaser's markings and logos including software and stationary
Ownership of copyrights/trademarks to use on all training materials and supplements	NO	SF are not allowed to amend in any way copyrights/trademarks of TIELC and its resources	NO	PF are not allowed to amend in any way copyrights/trademarks of TIELC and its resources but has discount on acquisition	YES	Full ownership/rights. All materials and software shall have purchaser's markings and logos including software and stationary
Ownership of curriculum, syllabi, digital resources, tests and quizzes	NO	SF cannot own curriculum, syllabi, digital resources, tests and quizzes which is sole ownership of TIELC.	NO	PF cannot own curriculum, syllabi, digital resources, tests and quizzes which is sole ownership of TIELC. but has discount on acquisition	YES	Full ownership/rights. All materials and software shall have purchaser's markings and logos including software and stationary
Right to develop, upgrade, alter, change, refine, omit, amend existed resources	NO	SF is not allowed to undertake these ventures unless special permit from TIELC	NO	PF is not allowed to undertake these ventures unless special permit from TIELC	YES	Full flexibility
Release from franchising and accreditation/membership dues/obligations	NO	SF is subject to the franchising agreement and liable to pay accreditation and franchising fees prescribed by the policy	NO	PF is subject to the franchising agreement and liable to pay accreditation and franchising fees prescribed by the policy	YES	Full flexibility
Full self-management and self-accountability	NO	SF is liable to report to TIELC on graduates and submit its graduate information to the TIELC verification database	YES	PF is liable to report to TIELC on graduates and submit its graduate information to the TIELC verification database although has rights to establish this system for itself	YES	Full flexibility
Independent organizational and management rights	NO	SF has to follow the curriculum, programs and policies set by TIELC, maintain the style and scope of the TIELC training mode	NO	PF has to follow the curriculum, programs and policies set by TIELC, maintain the style and scope of the TIELC training mode, but has rights of developing its own approved by TIELC	YES	Full flexibility
Rights to set affiliations, subsidiaries, branches, or/with a 3 rd party participation	NO	SF cannot set affiliations, subsidiaries, branches, or/with a 3 rd party participation	YES	PF can set affiliations, subsidiaries, branches, or/with a 3 rd party participation in 5 chosen adjacent countries	YES	Full flexibility

Rights to resell all/any licenses, certificate bundles, media to a 3 rd party	NO	SF is not eligible to resell all/any licenses, certificate bundles, media to a 3 rd party	YES	PF is not eligible to resell all/any licenses, certificate bundles, media to a 3 rd party except for in 5 chosen adjacent countries	YES	Full flexibility
Full copyrights and ownership of the TOEFL training software.	NO	SF can purchase the copyrights and use the whole compilation at its discretion. Purchaser of copyrights shall consider \$2 per CD and min. 2000 units to transfer ownership. Design is an extra fee	NO	PF can purchase the copyrights and use the whole compilation at its discretion. Purchaser of copyrights shall consider \$2 per CD and min. 1000 units to transfer ownership. Design is an extra fee	YES	Full rights of ownership is included as part of the rest of the material and resources.
Full copyrights and ownership of the BEC (Business English Certificate) training software.	NO	SF can purchase the copyrights and use the whole compilation at its discretion. Purchaser of copyrights shall consider \$2 per CD and min. 2000 units to transfer ownership. Design is an extra fee	NO	PF can purchase the copyrights and use the whole compilation at its discretion. Purchaser of copyrights shall consider \$2 per CD and min. 1000 units to transfer ownership. Design is an extra fee	YES	Full rights of ownership is included as part of the rest of the material and resources.
Independent collaboration and sharing with the all franchisees if TIELC	NO	SF is not allowed to independently collaborate with TIELC franchisees without TIELC consent	NO	PF is not allowed to independently collaborate with TIELC franchisees without TIELC consent	YES	Full flexibility
		Fees \$ 2,699 \$ 2,699		Fees \$ 7,898 <u>Credit for a SF (2,699)</u> \$ 5,199		Fees \$ 19,898 <u>Credit for a SF (2,699)</u> \$ 17,199