

# Qualsafe Awards Centre Agreement



## Parties to this Agreement

1. **Qualsafe Awards (a trading name of Qualsafe Limited)** (an Awarding Organisation regulated by Ofqual in respect of the General Conditions of Recognition and award or authentication of a specified qualification, or a description of qualification) of City View, 3 Wapping Road Bradford BD3 0ED (“**Qualsafe Awards**”); and

2.

Centre/Organisation Name (the “ <b>Centre</b> ”)	
Registered address	
Postcode	
Registered Company Number (if applicable)	

Within the Agreement the parties named above shall be referred to as ‘the parties’.

## Duration of this Agreement

This Agreement will commence on the Commencement Date and will remain in place for the whole period of time during which the Centre operates as a Qualsafe Awards Approved Centre.

## Purpose of this Agreement

This Agreement clearly specifies the role and responsibilities of the Centre in their dealings with Qualsafe Awards and the responsibilities of Qualsafe Awards to the Centre.

The contents of this Agreement are in keeping with the requirements of the *General Conditions of Recognition* as issued and enforced by the Office of Qualifications and Examinations Regulation (Ofqual) in England and the Council for the Curriculum, Examinations and Assessment (CCEA) in Northern Ireland and the requirements of the *Standard Conditions of Recognition* as issued and enforced by Qualifications Wales (QW).

By signing this Agreement the Centre confirms their understanding of the *Centre Terms and Conditions* (as updated by Qualsafe Awards from time to time) and agrees to adhere to the requirements herein. The terms specified in this Agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of the Centre.

## Interpretations

**Centre Services Contract** means the contract entered into by Qualsafe Awards and the Centre prior to the Commencement Date, in respect of the supply of Centre services by Qualsafe Awards.

**Agreement** means the terms and conditions as set out in this Agreement.

**Commencement Date** means the date the Centre signs this Agreement.

**Data Protection Law** means the *Data Protection Act (DPA) 1998* (or any subsequent version), *General Data Protection Regulation (GDPR)*, *Privacy and Electronic Communications Regulations (PECR)* or any legislation in a jurisdiction other than England and Wales, which has an equivalent purpose and/or effect.

**Equalities Law** means the *Equality Act 2010*, any act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England, which has an equivalent purpose and/or effect.

**General Conditions of Recognition** means the *General Conditions of Recognition* issued by Ofqual in June 2016 or any subsequent version of this document, enforced by the Governments of England, Wales and Northern Ireland.

**Learner** means a person who is registered for (or commenced) taking a qualification and who will be assessed as part of that qualification.

**Moderation** means the process through which the marking of assessments by the Centre is monitored to make sure it meets the specified assessment standards and through which adjustments to results are made, where required, to ensure that results are accurate and based on the assessment requirements. This term includes any quality assurance carried out as part of the Moderation process

**Qualifications Regulators** means those organisations responsible for regulating qualifications in England, Wales and Northern Ireland (i.e. Ofqual, QW, CCEA)

**Reasonable Adjustments** means adjustments made to a qualification assessment which enable a disabled Learner, a Learner with Special Educational Needs (SEN) or those suffering temporary injuries to demonstrate their knowledge, skills and understanding to the levels of attainment required for the specification for that qualification.

**Special Consideration** means consideration to be given to a Learner who has been temporarily :

- (a) subjected to an illness or injury; or
- (b) affected by some other event outside the Learner's control,

which has had, or is reasonably likely to have had, a material effect on that Learner's ability to take an assessment or demonstrate their level of attainment in an assessment.

**Standard Conditions of Recognition** means the *Standard Conditions of Recognition* issued by Qualifications Wales in March 2015 or any subsequent version of this document.

**Workforce** means persons available for work (including employees, workers and contractors).

## Points hereby agreed

In consideration of the mutual benefit to the parties in entering this Agreement, the Centre hereby agrees it will:

### 1. General Conditions of Recognition

- 1.1 Take all reasonable steps to make sure Qualsafe Awards is able to comply with the requirements of the General Conditions of Recognition and the Standard Conditions of Recognition in relation to the activity it undertakes to deliver and assess qualifications on behalf of Qualsafe Awards.

### 2. Retention of records and access to records, people and premises

- 2.1 Maintain all Learner records and details of achievement in an accurate, timely, easily interpretable and secure manner in line with the requirements of Qualsafe Awards and all applicable Data Protection Law and make these records available for external quality assurance and auditing purposes, as and when required, for a minimum of three years (in line with the Qualsafe Awards Data Retention Policy).
- 2.2 Take all reasonable steps to comply with requests from Qualsafe Awards or the Qualification Regulators for information, data or documents required as soon as practicable.
- 2.3 Provide Qualsafe Awards and the Qualification Regulators with access to premises, people and records as required, and fully cooperate with their monitoring activities including, but not limited to, providing access to any premises used including satellite sites and third party and/or sub-contractor sites used for the purposes of qualification delivery.

## 3. Monitoring activity and investigations

- 3.1 Assist Qualsafe Awards in carrying out any reasonable monitoring activities and assist the Qualification Regulators in any investigations carried out for the purposes of performing their functions. Qualsafe Awards and the Qualification Regulators reserve the right to access premises, staff (including Trainers, Assessors and Internal Quality Assurers), Learners, systems and records **unannounced** in cases when suspected or actual malpractice and/or fraudulent activity is being investigated.

## 4. Centre workforce

- 4.1 Retain a workforce of appropriate size and competence to undertake the delivery and assessment of Qualsafe Awards' qualifications. This includes taking reasonable steps to ensure occupational competence where this is required by Qualsafe Awards for the delivery, assessment and quality assurance of specific qualifications.
- 4.2 Make sure it has available sufficient managerial and other resources to enable it to effectively and efficiently undertake the delivery of qualifications as required by Qualsafe Awards.
- 4.3 Provide staff and other representatives of the Centre with an appropriate induction and professional development opportunities (including a development plan) to ensure staff can maintain the relevant expertise and competence required by Qualsafe Awards.
- 4.4 Maintain accurate, easily interpretable workforce records and supply staff CVs and/or other evidence to Qualsafe Awards in a timely manner upon request.
- 4.5 Have in place appropriate staff and relevant systems in accordance with the requirements of the qualifications that the Centre is approved to deliver.
- 4.6 Make sure staff involved in the delivery, assessment and quality assurance of qualifications understand the relevant qualification specifications provided by Qualsafe Awards.
- 4.7 Ensure effective communications systems are in place internally to keep all relevant staff informed of current Qualsafe Awards policies and procedures.
- 4.8 Make sure quality assurance and management processes are in place and that these apply across all venues/locations (including third party, sub-contractor and satellite sites).

## 5. Legislation

- 5.1 Undertake the delivery of Qualsafe Awards' qualifications in accordance with all applicable Equalities Law.
- 5.2 Make sure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of all current Health and Safety regulations.
- 5.3 Comply with the requirements of all applicable Data Protection Laws in relation to all Learner data. The data collected from Learners will only be used for the purpose for which it has been collected and personal Learner information will not be disclosed to any unauthorised person or body without clear permission from the Learner.
- 5.4 Comply with all applicable law (including data protection, health and safety, etc), regulations, legislation and codes of practice as updated and amended from time to time, including the *General Conditions of Recognition* and the additional regulatory requirements that support these Conditions.

## 6. Complaints and appeals

- 6.1 Operate a complaint handling process and an appeals process for the benefit of Learners.
- 6.2 Adhere to Qualsafe Awards' complaints and appeals policies and processes and ensure Centre staff and Learners are aware of these policies and processes and understand how and when they are applied.

## 7. Malpractice and maladministration

- 7.1 Have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are in line with current practices and communicated to Centre staff, its satellite centres, sub-contractors and third parties.
- 7.2 Regularly review procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain current and fit for purpose.
- 7.3 Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- 7.4 Take all reasonable steps to investigate any suspected incidents of malpractice or maladministration.
- 7.5 Develop an action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration and make this action plan available to Qualsafe Awards and the Qualification Regulators as required. This plan should also identify any areas of improvement required to prevent similar malpractice or maladministration from recurring in the future.
- 7.6 Take appropriate and proportionate action against those responsible for malpractice or maladministration to prevent it from recurring in the future.
- 7.7 Deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 7.8 Promptly notify Qualsafe Awards of any incidents of malpractice or maladministration in line with the requirements of Qualsafe Awards' *Malpractice and Maladministration Policy*.
- 7.9 Provide access to documents, records, data, staff, third parties, sub-contractors, Learners, satellite sites or any other resource required by Qualsafe Awards or the Qualification Regulators during an investigation of suspected or actual Centre malpractice or maladministration.

## 8. Moderation

- 8.1 Work in line with the quality assurance processes as detailed in Qualsafe Awards' *Centre Quality Assurance Guidance*.
- 8.2 Conduct internal quality assurance activity as detailed in Qualsafe Awards' *Centre Quality Assurance Guidance*.
- 8.3 Inform Qualsafe Awards of any assessment anomalies identified through the quality assurance processes.

## 9. Resources

- 9.1 Use buildings/venues that provide access for Learners assessment purposes, in accordance with all applicable Equalities Law and ensure that the full range of current equipment required to deliver and assess Qualsafe Awards' qualifications is supplied.
- 9.2 Adhere to all assessment requirements as per the qualification specifications for all qualifications the Centre is approved to deliver.
- 9.3 Provide the necessary systems, resources, equipment, materials and software required to support the delivery of Qualsafe Awards qualifications, in accordance with all requirements outlined in the qualification specifications for all qualifications the Centre is approved to deliver.
- 9.4 Ensure assessment materials for all Qualsafe Awards' qualifications are processed and stored securely.
- 9.5 Have the necessary level of financial resources and technical knowledge required to adequately support the delivery of all Qualsafe Awards qualifications the Centre is approved to deliver.

- 9.6 Have appropriate arrangements and agreements in place with all third parties, sub-contractors and suppliers providing goods or services to the Centre which contribute to the delivery and/or assessment of the Qualsafe Awards' qualifications the Centre is approved to deliver.
- 9.7 Have the staff, resources and systems necessary to support the assessment of Qualsafe Awards' qualifications and, where necessary, the recording of Learner exemptions made when prior learning has been recognised.

## 10. Learner registration and certification

- 10.1 Register each Learner in line with the requirements of Qualsafe Awards to make sure each Learner is uniquely identified.
- 10.2 Register/enter Learners for assessment in an efficient manner and following the process specified by Qualsafe Awards for each individual qualification, including when pre-course registration is required.
- 10.3 Take appropriate and reliable steps to confirm each Learner's identity prior to assessment taking place.
- 10.4 Use the record of the Learner's previous achievements to ensure that opportunities for Recognition of Prior Learning (RPL) are maximised, where Learner consent is given.
- 10.5 Collect, review and submit all relevant RPL evidence to Qualsafe Awards in line with the Recognition of Prior Learning Policy
- 10.6 Take all reasonable steps to guard against fraudulent or erroneous certificate claims.
- 10.7 Take all reasonable steps to ensure that all relevant Centre staff understand how and when to submit Learner results.
- 10.8 Have arrangements in place to obtain, on behalf of its Learners, a Unique Learner Number (ULN) and a learner record (unless a Learner chooses not to have one).
- 10.9 Have arrangements in place to securely receive e-certificates and securely distribute e-certificates to Learners.

## 11. Management of third parties and sub-contractors

- 11.1 Implement and maintain an effective system for the management of all third parties, sub-contractors and satellite sites affiliated to the Centre.
- 11.2 Ensure that Qualsafe Awards is informed of all arrangements that the Centre has with third parties, sub-contractors and satellite sites for the purpose of delivering any aspect of Qualsafe Awards' qualifications.
- 11.3 Ensure that Qualsafe Awards is informed of all sites at which third parties, sub-contractors and satellite sites are delivering any aspect of Qualsafe Awards' qualifications.
- 11.4 Ensure that all Trainers, Assessors and Internal Quality Assurers from all third parties, sub-contractors and satellite sites have been approved to deliver Qualsafe Awards' qualifications prior to course delivery.
- 11.5 Ensure that all third parties, sub-contractors and satellite sites are fully aware of the requirements of the qualification specification, the content of Qualsafe Awards' policies, associated processes and the administrative requirements relevant to each qualification they are responsible for delivering.
- 11.6 Ensure that all third parties are fully aware of their responsibilities with respect to qualification delivery in line with the requirements of this Centre Agreement and the *Centre Terms and Conditions*.
- 11.7 Have in place agreements with third parties, sub-contractors and satellite sites to ensure that all policies and requirements referred to in this Agreement are enforceable.

- 11.8 Ensure it has effective communication systems in place with third parties, sub-contractors and satellite sites to keep them up to date with the qualification delivery requirements of Qualsafe Awards and the Qualification Regulators.
- 11.9 Ensure that third parties, sub-contractors and satellite sites are aware that Qualsafe Awards and the Qualification Regulators reserve the right to access premises, people and records **unannounced** in cases where severe malpractice or fraudulent activity is suspected.
- 11.10 Ensure that any marketing materials and social media advertising provide full details of who the Centre is operating in partnership with for the purpose of delivering Qualsafe Awards' regulated qualifications.

## 12. Withdrawal of approval and interests of Learners

- 12.1 Cooperate fully with Qualsafe Awards when the Centre is withdrawn from its role in delivering a qualification or the Centre's approved status is withdrawn. This cooperation will be provided whether the withdrawal is voluntary or not from the Centre's perspective.
- 12.2 Take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 12.1 above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- 12.3 Adhere to the process specified by Qualsafe Awards for the withdrawal of the Centre from the delivery of a qualification, all qualifications or the withdrawal of the Centre's approved status.

## 13. Invoicing

- 13.1 Provide payment of all valid invoices presented by Qualsafe Awards in accordance with its *Centre Terms and Conditions, Centre Handbook and Invoicing Policy*.

## 14. Assessment

- 14.1 Have the staff, resources and systems necessary to support Learner assessment, ensure the security of qualification specific materials and, where necessary, the recording of exemptions made when prior learning has been recognised.
- 14.2 Have arrangements in place that allow for RPL.
- 14.3 Take all reasonable steps to prevent plagiarism and ensure integrity of assessment is maintained for all Qualsafe Awards' qualifications.

## 15. Centre requirements

- 15.1 Upon being granted Approved Centre status, comply with all requirements specified in this Agreement, the *Centre Terms and Conditions, Centre Approval Criteria*, Qualsafe Awards policies, guidance documents and qualification specifications in order to maintain approval to deliver qualifications on behalf of Qualsafe Awards.
- 15.2 All Trainers, Assessors and Internal Quality Assurers must be approved by Qualsafe Awards prior to delivering any Qualsafe Awards qualification and they must comply with all requirements specified in this Agreement, the *Centre Terms and Conditions, Centre Approval Criteria*, Qualsafe Awards policies, guidance documents and qualification specifications.
- 15.3 Agree to the application of Qualsafe Awards' *Sanction Policy*.
- 15.4 Purchase the Minimum Purchases in accordance with, and as defined in, the *Centre Terms and Conditions*.
- 15.5 Declare all existing or potential conflicts of interest as and when these are identified and inform Qualsafe Awards of the mitigating actions that have been taken to prevent an Adverse Effect occurring (please refer to the *Conflicts of Interest Policy*).

- 15.6 Comply with all requirements specified in the Qualsafe Awards *Data Management Contract* and ensure ongoing compliance with DPA, GDPR and PECR.

## 16. Termination

- 16.1 Sections 1, 2, 3, 6, 12.2 and 13 of this Agreement shall continue beyond termination.

## 17. Qualsafe Awards responsibilities

Qualsafe Awards hereby agrees it will:

- 17.1 Publish and make available to the Centre a *Sanctions Policy* to be applied in the event that the Centre fails to comply with the requirements of this Agreement, the *Centre Terms and Conditions*, Qualsafe Awards qualification specifications, policy documents, guidance documents or any quality assurance requirements specified in the *Centre Quality Assurance Guidance*.
- 17.2 Take all reasonable steps to protect the interests of Learners where the Centre withdraws or has been withdrawn from the delivery of a qualification when the Centre is unable to do so.
- 17.3 Specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, or from qualification delivery/Centre approval in general. (please refer to the *Centre Withdrawal Policy*)
- 17.4 Upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- 17.5 Provide information on:
- the policy for issuing invoices, payment of invoices and the retention and content of invoices. (please refer to the *Invoicing Policy*)
  - the Sanctions Policy to be applied in cases where Centres fail to comply with the requirements of Qualsafe Awards.
  - a written complaints procedure (please refer to the *Customer Complaints Policy*).
  - the appeals process, enabling the results of assessments to be appealed (please refer to the *Appeals Policy*).
  - the process for making enquiries, either general or result specific (please refer to the *Enquiries Policy*)
  - the requirements for each of the Qualsafe Awards qualifications made available (please refer to the qualification specifications available on the Qualsafe Awards website)
  - published details of arrangements for making Reasonable Adjustments for and giving Special Consideration to Learners (please refer to the *Access to Assessment Policy*).
  - the expected dates or timescales for the issue of certificates (please refer to the *Centre Handbook*).
- 17.6 Inform the Qualification Regulators of any instance of malpractice, maladministration or fraudulent activity that is identified and investigated.
- 17.7 Comply with all requirements specified in the Qualsafe Awards Data Management Contract and ensure ongoing compliance with DPA, GDPR and PECR.

## 18. General

- 18.1 Each provision of the Agreement is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Agreement, but the validity, legality and enforceability of all other provisions of the Agreement shall not otherwise be affected or impaired, it being the parties' intention that every provision of the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

- 18.2 This Agreement may be amended from time to time by Qualsafe Awards to reflect changes in policy, process, legislation or regulatory requirements and such changes may be made without consent or agreement with the Centre.
- 18.3 Failure or delay of a party to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of that right or any other right, nor operate to bar exercise or enforcement of it or any other right at any time or times thereafter.
- 18.4 The Centre shall not assign, transfer or sub-contract the Agreement or any of its rights, benefits or obligations under it to any third party. To be clear, only the Centre party to this agreement is a Qualsafe Awards Approved Centre and no third party, sub-contractor or satellite site has the right to claim they are a Qualsafe Awards Approved Centre without applying for, and being granted, approval in their own right.
- 18.5 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement.
- 18.6 The Agreement shall be governed by and construed in accordance with English law and the courts of England and Wales shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with the Agreement.

## 19. Centre agreement and declaration

I, the undersigned, declare that the Centre understands that this is an enforceable Agreement between the Centre and Qualsafe Awards. I further understand and agree that the requirements of this *Agreement* and the *Centre Terms and Conditions* apply for the whole period of time during which the Centre operates as a Qualsafe Awards Approved Centre and that Qualsafe Awards has the right to issue updates and amendments to the Agreement from time to time without consent from, or agreement with, the Centre.

I accept that if the Centre defaults on the commitments made in this agreement it may lead to the removal of qualification approval and possibly Centre approved status in line with the *Sanctions Policy* of Qualsafe Awards.

I declare that I am authorised by the Centre to supply the information given above and, at the date of signing, the information provided is a true and accurate record to the best of my knowledge. I further declare that I am authorised by the Centre to sign this Agreement on behalf of the Centre.

The parties hereto have caused this Agreement to be executed on the Commencement Date. I agree to act in accordance with the requirements specified in this Agreement:

<b>Signed for and on behalf of (Party 2) by:</b>
<b>Signature:</b>
<b>Name:</b>
<b>Role:</b>
<b>Date:</b>

**Signed for and on behalf of Qualsafe Awards by:**



Anita Goodfellow  
**Chief Executive**



## Appendix 1

# Condition C1 and C2 – extract from the General Conditions of Recognition, Ofqual June 2016

### Condition C1 Arrangements with third parties

C1.1 Where an awarding organisation arranges for a third party to undertake, on its behalf, any part of the development, delivery or award of qualifications which the awarding organisation makes available, or proposes to make available, the awarding organisation must:

- (a) ensure that the arrangements which it establishes with that third party enable the awarding organisation to develop, deliver and award qualifications in accordance with its Conditions of Recognition, and
- (b) monitor and, where appropriate, enforce such arrangements so as to ensure that it is able to develop, deliver and award qualifications in accordance with its Conditions of Recognition.

C1.2 An awarding organisation must take all reasonable steps to ensure that, in making any such arrangements, it does not impose unnecessary or unduly burdensome requirements on third parties.

### Condition C2 Arrangements with Centres

C2.1 Where a Centre undertakes any part of the delivery of a qualification on behalf of an awarding organisation, this condition applies in addition to the requirements in Condition C1.

C2.2 Where this condition applies, an awarding organisation must ensure that arrangements between it and the Centre include a written and enforceable agreement.

C2.3 That agreement must in particular include provisions which:

- a) require the Centre to take all reasonable steps to ensure that the awarding organisation is able to comply with its Conditions of Recognition,
- b) require the Centre to take all reasonable steps to comply with requests for information or documents made by the awarding organisation or Ofqual as soon as practicable,
- c) require the Centre to assist the awarding organisation in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions,
- d) set out all the requirements with which the Centre must comply in order to continue to deliver the qualification,
- e) establish a sanctions policy to be applied in the event that the Centre fails to comply with these requirements,
- f) require the Centre to retain a Workforce of appropriate size and competence to undertake the delivery of the qualification as required by the awarding organisation,
- g) require the Centre to have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation,
- h) require the Centre to undertake the delivery of the qualification required by the awarding organisation in accordance with Equalities Law,

- i) require the Centre to operate a complaints handling procedure or appeals process for the benefit of Learners,
- j) set out any Moderation processes that the awarding organisation will undertake or that will be undertaken on its behalf,
- k) specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, and
- l) require the Centre to take all reasonable steps to protect the interests of Learners in the case of such a withdrawal.

C2.4 In the event that the Centre withdraws from its role in delivering a qualification, the awarding organisation must take all reasonable steps to protect the interests of Learners.

C2.5 The awarding organisation must, in respect of the parts of the delivery of qualifications which the Centre undertakes:

- (a) provide effective guidance to the Centre, and
- (b) make available to the Centre any information which, for the purposes of that delivery, the Centre may reasonably require to be provided by the awarding organisation.