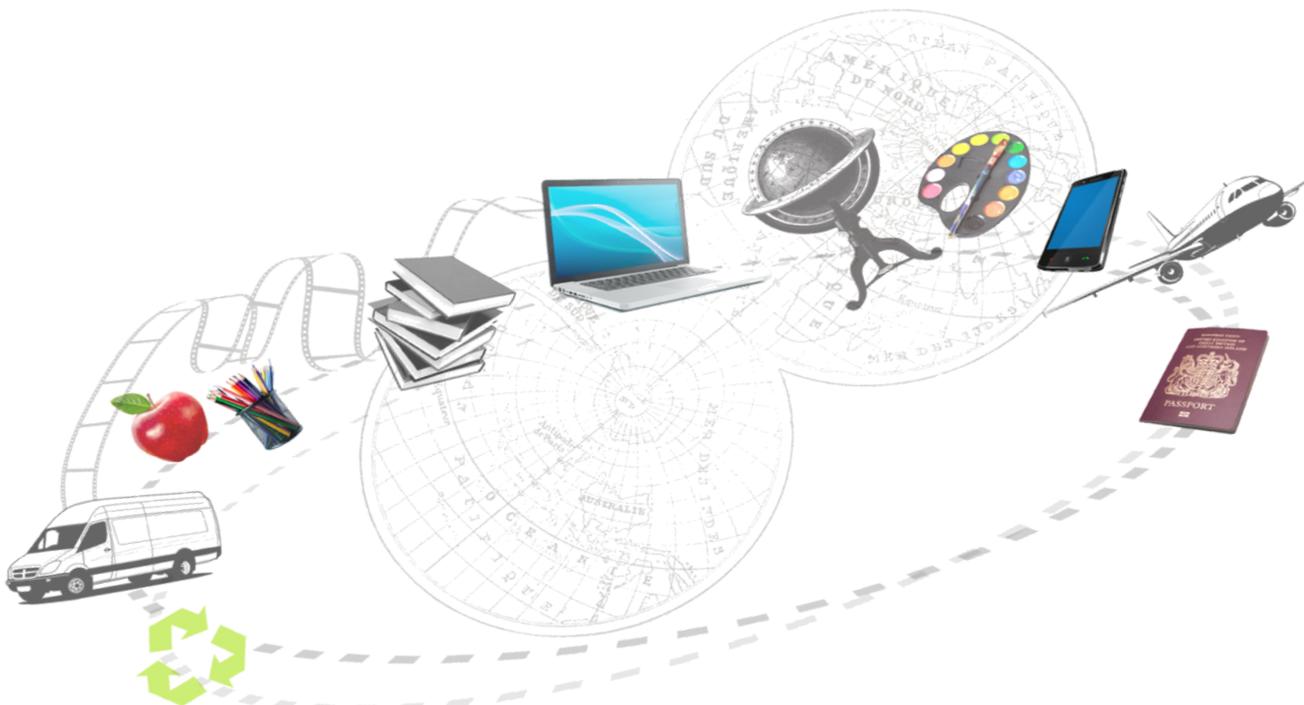


# Our Agreement with You



## 1. WHY WE NEED THIS AGREEMENT

As an Approved Centre of NCFE we've approved you to provide our Qualifications and Awards.

To offer these qualifications to learners, you'll buy certain Services from NCFE under this agreement.

This agreement therefore sets out the agreement between us and identifies both of our rights and responsibilities while you're an Approved Centre of NCFE.

**WE AGREE** the following things:-

## 2. WHAT THE TERMS IN THIS AGREEMENT MEAN

### 2.1 How we understand this Agreement

Please see Schedule 1 which sets out the meaning of the words that are used in this document (most of the words starting with capital letters are defined) and how the Agreement should be interpreted.

### 2.2 If there's any uncertainty over what a word means

There may be times when we say different things in the body of this Agreement, a Schedule, one of the Policies or one of the Mandatory Documents, if this happens the documents shall apply in the following order:-

2.2.1 the body of this Agreement

2.2.2 the Policies and Mandatory Documents

2.2.3 the Schedules.

## 3. WHAT THIS AGREEMENT IS ABOUT AND HOW LONG IT LASTS

### 3.1 What we'll supply

We'll supply the Services shown in Schedule 2 and you'll accept them and pay for them as appropriate.

### 3.2 The Standards we'll work to

We'll use reasonable care and skill when supplying the Services.

### 3.3 When the agreement starts and how long it lasts

This Agreement will start on the Commencement Date and, it will continue until it's ended by either party in accordance with the terms of this Agreement.

## 4. HOW WE'LL INVOICE YOU

### 4.1 Raising of Invoices

We'll raise invoices in the way set out in our Invoicing Policy.

### 4.2 Payment of Invoices

You'll pay invoices in the way set out in the Invoicing Policy.

## 5. WHAT YOU MUST DO

### 5.1 General Conditions of Recognition

We're an Awarding Organisation that is regulated by the Regulators. As part of this regulation we must maintain compliance with the General Conditions of Recognition. As an Approved Centre of ours you've already followed our Approval Criteria and completed the NCFE Application to become an Approved Centre.

In order to continue to work with us and enable us to maintain compliance for the General Conditions of Recognition, together we must comply with conditions C2.2 to C2.5 as shown in Schedule 4. The following clauses show how we'll work with you to do this.

### 5.2 Retention of records and access to records, people and premises

5.2.1 You must keep all Learner records and details of achievement in an accurate, timely and secure manner as requested by us and Regulations about data protection, and make these records available for us or any third party we may need to look at the records.

5.2.2 You'll do everything you can to comply with any request we make for information, data or documents that we need, or any Regulator needs within five (5) Business Days.

5.2.3 You'll keep full and correct records of Learners' assessments for at least three (3) years from completion of all Qualifications and give these to us if we ask for them. For further guidance on record keeping please see the Assessment Records section of the Centre Support Guide.

5.2.4 If we, or any Regulator, ask to go into any premises, speak to your staff or Learners or look at your records you'll provide access, and help us as much as possible with monitoring activities, including amongst other things, giving access to any premises used (including Satellite Centres and Sub-contract Centres).

### 5.3 Monitoring activity and investigations

You'll help us to carry out any necessary monitoring activities and help us and the Regulators in any investigations made for the purposes of performing our functions.

## 5.4 Your Staff

- 5.4.1 You'll keep a workforce of sufficient number and ensure they've the right skills to be able to deliver the Qualifications. If we ask you, then you'll check that your staff have the right skills and qualifications for the assessment of any particular Qualification(s) as detailed in the relevant Qualification(s) Specification or Occupational Competence Guidelines.
- 5.4.2 You must have sufficient resources, including managerial resources, so that you can provide the Qualification(s) effectively and efficiently as required by us.
- 5.4.3 You'll ensure that you train your staff and give them the right induction. Each member of staff will have a development plan. You'll take all necessary steps to make sure that your staff maintain the right skills and qualifications for the jobs they perform.
- 5.4.4 If we ask for staff CVs and other evidence (for example original certificates) you'll provide the information we've asked for as soon as possible.
- 5.4.5 You'll ensure that you have appropriate staff and relevant systems in place before you offer Qualification(s) in accordance with the requirements of the Qualification(s) as detailed in the relevant Qualification(s) Specifications.
- 5.4.6 You'll make sure that your staff understand the Qualification Specification provided by us in relation to any particular Qualification.
- 5.4.7 You'll make sure that you are able to keep all relevant staff informed of our current Policies, Mandatory Documents and guidance documents shown in Schedule 3, which may change from time to time.
- 5.4.8 You must put in place quality assurance and management processes that apply in your Centre and all Satellite Centres and Sub-contract Centre locations.

## 5.5 Legal Requirements

- 5.5.1 When providing the Qualifications you'll make sure you don't break any relevant Regulations.
- 5.5.2 You'll make sure that all equipment and accommodation used to provide the Qualification and assessment complies with and doesn't break any health and safety Regulations.
- 5.5.3 You'll comply with all relevant law, regulatory criteria and codes of practice including the 'General Conditions of Recognition' revised in 2013 and the other Additional Regulatory Documents that support the General Conditions of Recognition listed by Ofqual in its 'List of Additional Regulatory Documents' published in 2011. The Additional Regulatory Documents include specific parts of: the NVQ Code of Practice; the Regulatory Arrangements for the QCF; and the Operating Rules for using the term 'NVQ' in a QCF qualification title. All of the documents may change from time to time.

## 5.6 Complaints and Appeals

- 5.6.1 You'll put in place a complaint handling process and appeals process which Learners can use.
- 5.6.2 You'll comply with our Appeals and Enquiries about Results Policy and provide information and support to help Learners who wish to use our Appeals and Enquiries about Results process.

## 5.7 Malpractice and Maladministration

- 5.7.1 You'll take all necessary steps (including implementation procedures) to prevent and look into any incidents of malpractice or maladministration and will ensure that you, your Satellite Centres and Sub-contract Centres are aware of what needs to be done to make sure that no malpractice or maladministration happens.
- 5.7.2 You'll continually look at how well procedures for preventing and investigating incidents of malpractice or maladministration are working and make any changes necessary to make sure they're effective.
- 5.7.3 You'll take all reasonable steps to stop incidents of malpractice or maladministration from happening.
- 5.7.4 You'll look into any incidents which might be malpractice or maladministration and take all necessary steps to reduce the effect of the incident.
- 5.7.5 You'll create an action plan for managing and putting right the negative impact of any incidents of malpractice or maladministration and make this action plan available to us as required. This plan should also set out any areas of improvement needed to make sure that the malpractice or maladministration doesn't happen again.
- 5.7.6 You'll take appropriate and proportionate action against those responsible for the malpractice or maladministration to make sure that it doesn't happen again.
- 5.7.7 You'll take all necessary actions to control and put right any incidents of malpractice and maladministration that have happened.
- 5.7.8 You'll promptly let us know of any incidents of malpractice or maladministration as stated in our Malpractice and Maladministration Policy.
- 5.7.9 You'll give access to any documents, records, data, staff, Satellite Centres, Sub-contract Centres, Learners, or any other resource required by us when we are looking into an incident of malpractice or maladministration under our Malpractice and Maladministration Policy.

## 5.8 Quality Assurance

- 5.8.1 You'll work in line with the quality assurance processes specified by us in our guidance documents which will be carried out by you for your Learners.

- 5.8.2 You'll work in line with any instruction issued by us to amend the marking of evidence created by a Learner in an assessment.
- 5.8.3 You'll use buildings that can be accessed by all Learners for assessments.
- 5.8.4 You'll make sure that the full range of relevant, up to date equipment needed to assess the qualification is available.
- 5.8.5 You'll meet any assessment requirements we set out.
- 5.8.6 You'll provide the resources needed, including requirements set out in the relevant Qualification Specification.
- 5.8.7 You'll maintain acceptable systems and resources to support the supply of the Qualification(s).
- 5.8.8 You'll make sure that external assessment material is kept secure in line with our Regulations for the Conduct of External Assessment. When offering external assessment for the Functional Skills qualifications you'll follow the Regulations for the Conduct of External Assessment (Functional Skills).
- 5.8.9 You'll ensure that you've the appropriate level of financial, technical and staffing resources and systems necessary to allow the supply of our Qualifications. This includes meeting relevant technical specifications to support on-line assessments as detailed in the NCFE On-line Technical Requirements.
- 5.8.10 You'll make sure that you've appropriate arrangements and agreements in place with your Satellite Centres, Sub-contract Centres, or suppliers who provide goods or services to you as part of the delivery and/or assessment of the Qualification(s) to comply with the quality assurance requirements for your Approved Centre.
- 5.8.11 You'll make sure that you've the staff, resources and systems necessary to support the assessment of units and Qualifications, the build-up and transfer of credits and, where necessary, the recording of the recognition of prior learning, exemptions and equivalencies.

## 5.9 Registration and Certification of Learners

- 5.9.1 You'll register each Learner in line with our requirements so that each Learner can be separately identified.
- 5.9.2 You'll register and enter Learners for external assessment in an efficient and timely manner following our timetables.
- 5.9.3 You'll take appropriate and reliable steps to confirm each Learner's identity before an assessment takes place. This will include using appropriate visual identification methods.

- 5.9.4 You'll use the record of the Learner's previous achievements to make sure that where possible credit transfer, exemptions and equivalencies are applied, with the Learner's consent.
- 5.9.5 You'll comply with any limitations on the minimum amount of time that Learners must be registered with us before certification, as well as the combination of units and or qualifications allowed.
- 5.9.6 You'll take reasonable steps to make sure that all relevant staff understand how and when to apply for Learner registration and certification.
- 5.9.7 You'll take all reasonable steps to stop incorrect certificate claims being made by mistake or dishonest claims for certificates being made.
- 5.9.8 You'll access the Learner's Unique Learner Number (ULN) from the Learning Records Service (LRS) and work with us to ensure the ULN is correctly validated for the Learner.
- 5.9.9 You'll support us in gaining the Learner's consent to share their personal data using the Privacy Notice.
- 5.9.10 You'll support the Learner in accessing their Personal Learner Record when available.

#### **5.10 Management of your Satellite Centres and Sub-contract Centres**

- 5.10.1 You'll put in place and run an effective system of the management of all your Satellite Centres and Sub-contract Centres and make sure that the full contents of this Agreement apply to and are followed by them as part of your Approved Centre.
- 5.10.2 You'll make sure that where a partnership arrangement is in place the things that each of the parties have to do are written down and made available for us if required.

#### **5.11 Withdrawal of Qualification delivery**

- 5.11.1 You'll work together with us if we decide that we need you to stop delivering a Qualification(s).
- 5.11.2 You'll take all reasonable steps to look after the interests of Learners in the case of such a Qualification(s) withdrawal as referred to in Clause 5.11.1 above.
- 5.11.3 You'll follow our processes for withdrawal of Qualifications(s) which will be set out at the time.

#### **5.12 Compliance with the Policies and Mandatory Documents**

You'll follow all of the requirements specified in the Schedule 3 in order to continue to deliver our Qualifications.

### 5.13 Indemnity

You'll indemnify us in full for any and all Losses we suffer because of claims from Learners, your Satellite Centres and Sub-contract Centres as long as the claim is because you haven't done something you should have done under the Agreement or have done something which you shouldn't.

## 6. WHAT WE MUST DO

### 6.1 The Policies and Mandatory Documents

- 6.1.1 We'll make sure that the Policies and Mandatory Documents are kept up to date and contain all the rules and requirements which you must follow in order to continue to deliver the Qualifications.
- 6.1.2 We'll publish and make available to you a Sanctions Policy which sets out what will happen if you fail to comply with the requirements set out in this Agreement and the Policies and Mandatory Documents.

### 6.2 The Interests of Learners

We'll take all reasonable steps to look after the interests of Learners where you withdraw from the delivery of a Qualification.

### 6.3 Withdrawal of Qualification(s) Approval or Centre Approval

We'll set out a process in the Malpractice and Maladministration Policy to be followed in any withdrawal (whether voluntary or not) from your role in delivering Qualification(s), or from Centre Approval in general.

### 6.4 Guidance and Information

- 6.4.1 We'll, if asked, give you guidance on how best to stop, investigate and deal with malpractice or maladministration.
- 6.4.2 We'll, if asked, give you guidance on how best to deliver our Qualifications.
- 6.4.3 We'll, if asked give information in relation to or copies of:
  - (a) the policy for issuing invoices, payment of invoices and the retention and content of invoices
  - (b) the sanctions policy to be applied in cases where centres fail to comply with the requirements of the Awarding Organisation
  - (c) the diversity and equality policy
  - (d) the regulations for the conduct of external assessment or controlled assessment

- (e) the customer service commitment covering our complaints procedure
- (f) information on the appeals and enquiries about results policy to enable the results of assessments to be appealed
- (g) a published specification for each of the Qualifications made available
- (h) published details of arrangements for making Reasonable Adjustments
- (i) published details for arrangements for giving Special Consideration

## **7. THE REMEDIES WHICH WE HAVE**

### **7.1 We've the right of set off**

There may be some situations which mean you've not been able to pay the fees you owe us. In this situation if we owe you anything then we can set this amount off against the amount which you owe us:

7.1.1 We can deduct any Losses you cause from any amount:-

- (a) held by us on your behalf
- (b) due to you from us;

7.1.2 We can decide which sums we'll deduct from which amounts we hold on your behalf and in what order we do so.

7.1.3 We'll account to you for the balance left over when we've made any deductions under this clause.

### **7.2 We've the right to retain assets**

We can retain any documents, works and materials created by us as a result of the Services and any of your other assets held by us. We won't have to give these to you or any third party if any payment to us is overdue under this Agreement.

## **8. HOW THIS AGREEMENT CAN BE TERMINATED**

### **8.1 Termination for convenience**

We can both terminate this Agreement by giving at least one (1) month's written notice and the Agreement will then terminate at the end of that one (1) month period.

### **8.2 Termination due to Malpractice or Maladministration**

We can terminate this Agreement under our Malpractice and Maladministration Policy.

### 8.3 Termination if you breach this Agreement

If you've breached the Agreement we may send you a notice:-

- 8.3.1 setting out the breach; and
- 8.3.2 if the breach can be corrected, giving you thirty (30) Business Days to correct it; or
- 8.3.3 if the breach can't be corrected informing you that the Agreement is terminated by the notice.

### 8.4 Termination if your centre becomes Insolvent

We can terminate this Agreement at any time if you're Insolvent.

### 8.5 Termination if you don't pay

If you don't pay the Charges by the date they are due we may change the time period referred to at clause 8.3.2 to ten (10) Business Days.

### 8.6 Termination if you don't register any Learners

If you don't register any Learners within two (2) years of the Commencement Date (or if a new Approved Centre, since the date of approval) then we have the right to Lapse your centre due to inactivity. This will immediately terminate this Agreement.

## 9. WHAT HAPPENS ON TERMINATION

9.1 Termination of this Agreement doesn't affect:

- 9.1.1 the rights or liabilities either of us has obtained before termination; and
- 9.1.2 Clause 11 (Liability) will continue to apply after the termination of this Agreement.

### 9.2 Costs and outstanding Charges

All Charges which are owed to us by you on the date of termination shall become immediately payable.

## 10. WARRANTIES

Each of us agrees that we each have the necessary power and authority to enter into this Agreement.

## 11. LIMITATION OF LIABILITY

### 11.1 Our Fault

This clause limits our liability in respect of:

11.1.1 a breach of the Agreement by us; and

11.1.2 any other act or failure to act by us which could form the basis of a damages claim by you against us,

(each such event is called a “NCFE Fault”).

### 11.2 Death, Personal Injury and Fraud

Nothing in this Agreement will affect our liability for death or personal injury, fraud, or any other liability which can't be excluded or limited by law.

### 11.3 Financial limitation

Our liability for all NCFE Faults in each period of twelve (12) months or part thereof during the term of the Agreement is limited to the Charges paid and payable during that twelve (12) month period or part thereof.

### 11.4 Losses for which we'll not be liable

We won't be liable for the following types of loss:-

- (a) loss which you've assumed responsibility for under this Agreement
- (b) loss of profit
- (c) loss of reputation
- (d) loss of business
- (e) loss of revenue
- (f) loss of goodwill
- (g) loss of expected savings
- (h) loss of or damage to data
- (i) consequential or indirect loss.

We won't be liable for these categories of losses whether or not they're a natural result of the breach or could be (or were) considered or foreseen by either of us.

### 11.5 No implied terms

Any terms which aren't included in this document but could be implied into the Agreement by law are excluded from the Agreement as far as the law allows us to do so.

## 12. DATA PROTECTION

Each of us will comply with the Data Protection Law.

## 13. CIRCUMSTANCES WHERE WE DON'T NEED TO PERFORM OUR OBLIGATIONS

13.1 We don't need to perform the obligations in this Agreement if one of the following circumstances affects NCFE:

- (a) an Event
- (b) you've given us information which is wrong or incomplete or
- (c) you haven't done what we agreed you'd do in this Agreement.

13.2 Where we don't have to perform the obligations in this Agreement and subject to Clause 14 (the Force Majeure clause) in relation to Events:

- (a) we'll let you know as soon as possible, and will try to do what we said but if we can't, you'll not have a claim against us; and
- (b) if we ask you to, you'll pay us any costs incurred in performing our obligations under the Agreement as a result.

## 14. FORCE MAJEURE

This clause will apply where there's an event outside of our reasonable control (including acts of God, war, terrorism, fire, natural disasters and industrial action by our staff) (referred to in this Agreement as an Event) which prevents us from performing our obligations under this Agreement, delays the performance of our obligations under this agreement, or makes it difficult for us to perform our obligations under this Agreement.

### 14.1 Suspension of our Obligations

Whilst we'll always try to fulfil our obligations under this Agreement there may be times when our obligations will need to be suspended for as long as the Event continues. The extent of the suspension will depend on the extent to which we're prevented from fulfilling our obligations, are delayed or face any difficulty.

### 14.2 What we'll do

As soon as we reasonably can after the Event starts, we'll let you know when the Event happened and how it'll affect what we can do under this Agreement, and we'll also:-

- 14.2.1 try to reduce the effect of the Event on what we can do under this Agreement; and

14.2.2 as soon as possible after the Event stops:-

- (a) let you know that the Event has stopped
- (b) start performing our obligations again and
- (c) do everything we reasonably can to recover lost time.

### 14.3 Ending the Agreement because of an Event

If an Event prevents, delays or makes it difficult for us to perform our obligations under this agreement for more than six (6) months then we may end the Agreement and won't have any liability to you for ending it.

## 15. RIGHTS OF THIRD PARTIES

Unless we've both clearly said so in this Agreement, this Agreement isn't enforceable by anyone except us and you.

## 16. GENERAL

### 16.1 Complete Agreement and Amendments

16.1.1 This is the only Agreement between us in relation to its subject, it replaces all previous representations, agreements, negotiations and understandings between us.

16.1.2 Clause 16.1.1 doesn't affect the liability of either of us for saying anything fraudulent.

16.1.3 We both agree that:-

- (a) we haven't relied on anything not contained in this Agreement when deciding to make this Agreement
- (b) the only claim we'll make in relation to things contained in this Agreement is a claim for breach of contract.

### 16.2 Remedies General

16.2.1 We're entitled to exercise any and all of our rights under the Agreement and these rights don't affect each other or any other rights we have under the law.

16.2.2 Your rights under this Agreement are the only rights in relation to the Services.

### 16.3 Notices

- 16.3.1 Where we need to formally contact you concerning this Agreement then Notices under this Agreement will be in writing and delivered by either email, hand, by first class pre-paid post or by fax.
- 16.3.2 Notices will be sent to each party's respective email addresses, registered offices or addresses or fax number they've notified to each other for this reason.
- 16.3.3 Notices sent to NCFE should be marked for the attention of our Chief Executive.
- 16.3.4 Notice will have been served:-
- (a) if by email, at the time of the delivery
  - (b) if by hand, at the time of delivery
  - (c) if by post two (2) Business Days after posting
  - (d) if by fax, when sending is complete.
- providing the time it's served is between 9am and 5pm on a Business Day otherwise service will be effective on the next Business Day.
- 16.3.5 Notice will be proven if either of the parties can show that it was delivered by email, hand or, it was properly addressed and posted or fax transmission confirmation has been received.
- 16.3.6 This clause doesn't apply in relation to the service of any official court documents.

### 16.4 Waiver

Any failure by us to enforce our rights under the Agreement won't affect our other rights under the Agreement and it doesn't affect our ability to exercise any rights in future.

### 16.5 If any Part of the Agreement is Invalid

If any part of the Agreement is illegal, invalid or unenforceable that part will be deleted and the rest of the Agreement will continue.

### 16.6 Assignment

- 16.6.1 You can't transfer your rights or obligations under this Agreement to any third party without our written permission.
- 16.6.2 We may transfer any of our rights or obligations under this Agreement to any third party.

### 16.7 No Partnership

This Agreement doesn't create a partnership between us.

**16.8 Governing Law**

English law is the law which applies to this Agreement.

**16.9 Jurisdiction**

The courts of England and Wales may consider disputes arising under or in relation to this Agreement.

## SCHEDULE 1

### Meanings of words

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions apply:
- |                                   |   |
|-----------------------------------|---|
| Approval Criteria                 | the detailed requirements that you need to evidence as part of our centre approval process  |
| Approved Centre                   | your organisation and all of its locations, offices and campuses including Satellite Centres, that has received formal approval by us after confirmation that you've met our Approval Criteria  |
| Awarding Organisation             | An organisation recognised by the Regulators for the purposes of awarding accredited Qualifications and units.  |
| Awards                            | Non-regulated provision which includes National Awards, National Partnership Awards and Customised Awards.  |
| Business Day                      | Monday to Friday excluding public and bank holidays in England and Wales  |
| Charges                           | the charges for the relevant Services provided under this Agreement as stated in our most up to date price list, the current version of which appears on our website  |
| Commencement Date                 | 30 May 2012.  |
| NCFE Faults                       | has the meaning given in Clause 11.1 (Event of Default)   |
| Event                             | has the meaning set out in clause 14 (Force Majeure)  |
| General Conditions of Recognition | the regulatory conditions issued by the Regulators. Which may change from time to time.   |
| Good Industry Practice            | in relation to any party, the amount of skill, care, care for the future, consideration of future events and needs which would usually be expected from a highly skilled and experienced person in the same or similar circumstances  |
| Invoicing Policy                  | the invoicing policy found on our website   |
| Insolvent                         | a situation where any of the following things has happened:- <ul style="list-style-type: none"> <li>• an action has been taken to wind your business up, dissolve your business, place your business in administration or reach an arrangement with the your creditors</li> </ul> |

- a liquidator, trustee in bankruptcy, receiver, administrator, nominee, supervisor or similar officer is appointed in relation to your business or assets
- any security over your assets (eg a mortgage or charge) is enforced
- a court makes any order in relation to any significant asset that you hold
- you've become unable to pay your debts as they fall due.

Lapsed	<p>where an Approved Centre hasn't registered a Learner within 2 years of the Commencement Date (or if a new Approved Centre, since the date of approval) your Approved Centre status will be Lapsed.</p> <p>If you contact us within 2 years of the Lapse taking place then you can complete the Application to offer Additional Qualification/Awards/Unit(s) to re-instate your Approved Centre status</p> <p>If you contact us after 2 years of the Lapse taking place then you'll need to complete the Application to become an NCFE Approved Centre form and undertake the centre approval process to re-instate your Approved Centre status</p>
Learner	a person who's studying one of our Qualifications or Awards with you in respect of which we supply Services to you under this Agreement
Learning Records Service	the agency which supplies the Learner's Unique Learner Number
Loss and Losses	includes all loss, damage, cost and expense
Mandatory Documents	documents which contain mandatory information that you must comply with to deliver our Qualification(s) and assessments notified to you by us from time to time and available on our website
NCFE Website	<a href="http://www.ncfe.org.uk">www.ncfe.org.uk</a> or such other website as is notified to the you by us
Ofqual	the Office of Qualifications and Examinations Regulation
Order	a binding order for the provision of the Services in exchange for the Charges, placed by you and accepted by us

Personal Record	Learner	the database run by the Skills Funding Agency to hold all Learners' achievement data for Qualifications and unit achievement
Policies		Our Policies, listed at Schedule 3 or notified to you by us from time to time and available on our website
Qualification		an NCFE qualification
Reasonable Adjustments		has the meaning set out in the Policies in Schedule 3
Regulations		all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority with whose decision or determination it's Good Industry Practice to comply
Regulators		The Office of Qualifications and Examinations Regulation (Ofqual) in England for all Qualifications and Northern Ireland for Vocational Qualifications, The Council for the Curriculum Examinations and Assessment (CCEA) in Northern Ireland for General Qualifications and The Welsh Government for all Qualifications in Wales
Rights		all vested, contingent and future rights of the copyright and all rights in the nature of copyright in all languages, and all other rights of whatever nature related to the Works whether now or in the future created
Satellite Centre		A location that is part of your Approved Centre but which is not your main site, office or campus
Services		All the Services as described at Schedule 2
Special Consideration		has the meaning set out in the Policies in Schedule 3
Sub-contract Centre		An organisation to whom you may sub-contract part of the Qualification delivery or assessment.  You must still comply with the terms of this Agreement if the Learners are registered by you as part of your Approved Centre
Works		the documents, files, software and other tangible and intangible works produced by us in the delivery of the Services

## SCHEDULE 2

### (The Services we'll deliver)

#### **Approval**

We've an approvals service so that you can become an Approved Centre which provides eligibility to work with us and engage in our Services.

#### **Qualifications**

We offer a range of Qualifications across various educational sectors.

#### **Registration and Entries**

We offer a registration and entries service to enable you to register and enter your Learners with us for their external assessment.

#### **Quality Assurance Monitoring and Support**

We undertake monitoring of activities to quality assure that the delivery and assessment of Qualifications/Awards are in line with our criteria and guidance.

#### **Results**

We issue results for Learners undertaking our Qualifications which have an external assessment.

#### **Certification**

We produce certificates for Learners successfully achieving our Qualifications.

#### **Materials**

We provide supporting materials for a range of our Qualifications.

#### **External Assessment**

We provide paper based materials for Learners to use to sit external assessments.

#### **Online Assessment**

We provide an online assessment service for Learners to use to sit external assessments online.

#### **Appeals and Enquiries**

We provide an appeals and enquiries service for you to appeal against results and decisions made by us.

### **Access to qualifications**

We provide support in applying Reasonable Adjustments and Special Considerations for Learners to access our Qualifications and assessments.

### **Complaints**

We provide a process for complaints to be raised by you and investigated by us.

### **Training**

We provide a range of training services to support delivery and assessment of our qualifications.

### **Advice and Support**

We provide dedicated, personal support to you and your staff at all times.

### **Portal**

We provide an online system to allow you to register and enter your Learners with us and claim for your Learners' certificates.

### **Website**

We provide our website for you to access all of the Qualifications and Services that we offer.

### **SCHEDULE 3**

**(Policies, Mandatory Documents and guidance documents applicable under this Agreement)**

#### **Policies**

Appeals and Enquiries about Results Policy

Malpractice and Maladministration Policy

Sanctions Policy

Reasonable Adjustments and Special Considerations Policy

Diversity and Equality Policy

Invoicing Policy

#### **Mandatory Documents**

Approval Criteria

Signed Application to Become an NCFE Approved Centre

Signed Application to Offer Additional Products Form

Qualification Specification

Occupational Competence Guidelines

Regulations for the Conduct of External Assessment

Regulations for the Conduct of Controlled Assessment (Functional Skills)

NCFE Online Technical Requirements

#### **Guidance documents**

Concept to Certification

Centre Support Guide

Customer Service Commitment including our Complaints Procedure

FAQ – Key Policies

Centre Guide on External Moderation (10 Easy Steps)  
Assessment and Moderation Handbook for Schools  
The Dream Assessor  
The Dream Internal Moderator  
Methods of Assessment for NCFE Qualifications  
Planned Programme Outline  
Scheme of Work  
Assessment Method Planning sheet  
Assessment Tracking sheet  
Assessor Feedback to Candidate  
Candidate Action Plan and Unit Feedback  
Candidate Statement  
Record of Candidate Observation  
Record of Professional Discussion  
Review of Proposed Candidate Project  
Witness Testimony  
Sample Signatures  
Internal Moderation Strategy and Sampling Guidance  
Internal Moderation/Verification Record  
Internal Moderator/Verifier Sampling Plan and Tracking Sheet  
User Guide to Visit Reports  
User Guide to Visit Reports (Addendum)  
Guidance for External Assessment  
Qualifications and Credit Framework (QCF) Glossary of Terms  
Portal Handbook

NCFE Online Assessment Administration System User Manual

The NCFE Online Assessment for Functional Skills ICT User Guide

**Please note – this list is not exhaustive and may be updated from time to time.**

**All of these Policies, Mandatory Documents and guidance documents are available on our website and can be provided in hard copy on request from your Centre Support Assistant.**

## SCHEDULE 4

### (Extract from the Ofqual General Conditions of Recognition)

#### C2 Arrangements with Centres

- 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 refers to C2.3a) – C2.3l) That agreement must in particular include provisions which:
- C2.3 a) require the Centre to take all reasonable steps to ensure that the awarding organisation is able to comply with its Conditions of Recognition
  - C2.3 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
  - C2.3c) 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
  - C2.3d) set out all the requirements with which the Centre must comply in order to continue to deliver the qualification
  - C2.3e) establish a sanctions policy to be applied in the event that the Centre fails to comply with these requirements
  - C2.3f) 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
  - C2.3g) 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
  - C2.3h) require the Centre to undertake the delivery of the qualification required by the awarding organisation in accordance with Equalities Law
  - C2.3i) require the Centre to operate a complaints handling procedure or appeals process for the benefit of Learners
  - C2.3j) set out any Moderation processes that the awarding organisation will undertake or that will be undertaken on its behalf
  - C2.3k) specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, and

- C2.3l) 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 provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes

## For further information

If you would like any further information on NCFE's Formal Agreement with you, visit [www.ncfe.org.uk](http://www.ncfe.org.uk). Or you can call us on 0191 239 8000\* or email [info@ncfe.org.uk](mailto:info@ncfe.org.uk) – we'd love to hear from you.

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St James' Boulevard  
Newcastle upon Tyne  
NE1 4JE

T: 0191 239 8000\*  
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\*To continue to improve our levels of customer service, telephone calls may be recorded for training and quality purposes.