

ASDAN centre agreement

Parties to this agreement

- Your centre/organisation
- ASDAN, Wainbrook House, Hudds Vale Road, St George, Bristol, BS5 7HY (Awarding Organisation)

Within the agreement the parties named above shall be referred to as 'the parties'.

Duration of this agreement

This agreement will be in place from the date of agreement by both parties and will remain in place unless terminated by either party (see section 18).

Purpose of this agreement

This agreement is for the purpose of clearly specifying the role and responsibilities of a centre in their dealings with the awarding organisation named above. Contents of this agreement are in keeping with the requirements of the Conditions of Recognition as issued by the Regulators; Ofqual in England, Qualifications Wales in Wales and CCEA in Northern Ireland.

By signing this agreement, the centre confirms their understanding of the terms and conditions 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 a centre.

Interpretations

Centre means an organisation undertaking the delivery of qualifications and programmes (and potentially other activities) to learners on behalf of ASDAN. Centres are typically educational institutions, training providers, or employers.

ASDAN is an **Awarding Organisation** (i.e. an organisation recognised by the Regulators in respect of their Conditions of Recognition) which designs and awards regulated qualifications.

Conditions of Recognition means the Conditions of Recognition as issued by the respective Regulators and any subsequent versions of this document.

User means a person who has a legitimate interest in the qualifications or programmes which in addition to centres includes learners and learners' parents/carers.

ASDAN centre agreement

Points hereby agreed

The centre hereby agrees that it will:

1. Conditions of Recognition

1.1 Take all reasonable steps to ensure that the awarding organisation is able to comply with the requirements of the Conditions of Recognition in relation to the activity it undertakes to deliver qualifications or programmes on behalf of ASDAN.

In particular, those requirements specified in Conditions-

- C1- Arrangements with third parties
- C2- Arrangements with centres

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

2.1 Take all reasonable steps to comply with requests from ASDAN for information, data or documents required by ASDAN or by the Regulators, as soon as is practicable.

2.2 Provide ASDAN and the Regulators, on reasonable notice, access to premises, people and records as required, and fully cooperate with their monitoring activities, including but not limited to providing access to any delivery sites.

2.3 Retain complete accurate records for at least three years from completion of all qualifications and make these available to ASDAN on request. The records required will be specified by ASDAN and may include assessment and quality assurance records, certificate claims, learner data for each qualification/programme/unit awarded by ASDAN.

2.4 Prior to sending any samples or portfolios to ASDAN for sampling, the centre is required to ensure that a copy of the learner's portfolio is scanned and retained by the centre. This will be requested in the event that the original sample is lost or damaged during the transit between the centre and ASDAN for external quality assurance.

3. Monitoring activity and investigations

3.1 Assist ASDAN in carrying out any reasonable monitoring activities and assist Regulators in any investigations made for the purposes of performing their functions.

ASDAN centre agreement

4. Centre workforce

4.1 Retain a workforce of appropriate size and competence to undertake the delivery of the qualification.

4.2 Ensure that there is always at least two competent staff members (with appropriate training) that are involved in the assessment or quality assurance of the ASDAN course.

4.3 Ensure that it has sufficient managerial and other resources to undertake the delivery of ASDAN qualifications and programmes effectively and efficiently.

4.4 Provide all staff with an appropriate induction and provide opportunities for staff development (including a development plan) in relation to ASDAN qualifications and programmes and keep accurate staff development records to ensure staff can maintain their expertise, confidence and understanding of the relevant standards/specifications.

4.5 Ensure effective communications systems are in place internally to keep all relevant staff informed of current ASDAN policies and procedures.

4.6 Ensure that quality assurance and management processes are in place and that these apply across all delivery sites.

5. Legislation

5.1 Undertake the delivery of the ASDAN course in accordance with Equalities Law.

5.2 Comply with all relevant laws (including GDPR, Health and Safety etc.), regulatory criteria and codes of practice as directed by ASDAN.

5.3 Comply with the requirements of GDPR legislation and any other current and appropriate data protection laws in relation to all Learner data and ensure all learners are aware of the ASDAN Privacy Notice and GDPR policy. The data collected and personal learner information will not be disclosed to any unauthorised person or body.

6. Complaints, enquiries, internal quality assurance reviews and appeals

6.1 Have documented procedures for handling learner disputes and appeals against the centre's internal assessment decisions.

6.2 Ensure that it understands ASDAN enquiries and appeals procedures for the courses they deliver and must provide appropriate information and support to enable learners to access the appeals services.

ASDAN centre agreement

6.3 Undertake a regular review of these procedures and make any improvements necessary to ensure they remain relevant and fit for purpose.

6.4 For ASDAN Project Qualifications, it must ensure that it understands ASDAN's post-results service, appeals policies and application procedures and provide appropriate information and support to enable learners to access these.

7. Conflicts of interest

7.1 Ensure that it has in place robust procedures for identifying and mitigating a potential conflict of interest.

7.2 Where identified, in particular in relation to assessment of an ASDAN qualification or programme, notify ASDAN immediately in order that arrangements can be made for the relevant part of the assessment to be subject to scrutiny by another person.

7.3 Update the annual conflict of interest declaration stating that the centre has either notified ASDAN of a conflict of interest or that none exists.

8. Malpractice and maladministration

8.1 Have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are up to date and communicated across the centre, its delivery sites, sub-contractors and third parties.

8.2 Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.

8.3 Undertake a regular review of procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.

8.4 Report immediately to ASDAN any suspected malpractice in line with the ASDAN malpractice/maladministration and Whistleblowing policies and respond openly to all requests for an investigation into an incident.

8.5 Where appropriate and permissible by data protection laws, the centre will provide access to documents, records, data, staff, third parties, sub-contractors, candidates, satellite centres or any other resource required by ASDAN during an investigation of centre malpractice or maladministration.

ASDAN centre agreement

9. External Quality Assurance sampling activities

9.1 Work in line with the EQA processes specified by ASDAN which will be undertaken by ASDAN staff or by External Quality Assurers (EQAs) on its behalf.

9.2 Work in line with any Action Points issued by ASDAN during the EQA sampling activity process.

9.3 The centre is required to redact/blur all sensitive/personal information such as:

- Address and contact details of a learner, tutor or referee (on a CV)
- Images of other learners that are not being observed or that have not consented to their image being shared
- Payslips or bank details
- Medical reports – SENCO reports are suitable but sensitive details are not required by ASDAN

10. Resources

10.1 Use buildings that provide access for learners for assessment purposes, in accordance with relevant equalities legislation and ensure that the full range of relevant, current equipment required to assess the qualification/programme is supplied.

10.2 Ensure the security and confidentiality of assessment materials and records before, during and after assessment has taken place, in line with ASDAN's requirements.

10.3 Adhere to any assessment requirements as per the course requirements.

10.4 Have the staff, resources and systems necessary to support the assessment of ASDAN qualifications and programmes and the award, recognition of prior learning and where necessary, the recording of exemptions.

11. Learner registration and certification

11.1 Register each learner in line with ASDAN Registration and Certification Policy to ensure that each learner is uniquely identified.

11.2 Take appropriate and reliable steps to confirm each learner's identity prior to registration and assessment taking place.

11.3 Use access to the learner record of the learner's previous achievements to ensure that opportunities for credit transfer, recognition of prior learning and exemption are maximised, where learner consent is given (for post 16 learners only).

ASDAN centre agreement

11.4 Take reasonable steps to ensure that all relevant staff understand how and when to apply for learner registration and certification.

11.5 Take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

11.6 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).

12. Management of third parties and sub-contractors

12.1 Inform ASDAN of any third party sub-contracted/partnership arrangements with the Centre for any part of qualification/programme delivery or assessment.

12.2 Implement and maintain an effective system for the management of all third party and sub-contracted services and any satellite sites affiliated to the centre and ensure that all policies and requirements referred to in this agreement apply to these third parties and sub-contractors.

12.3 Ensure that where a partnership arrangement exists, the respective roles and responsibilities are documented and made available to ASDAN as required.

12.4 Have in place agreements with third parties and sub-contractors to ensure that all policies and requirements referred to in this agreement are enforceable with third parties and sub-contractors.

12.5 Ensure that it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of ASDAN and the Regulators.

13. Withdrawal of approval and interests of learners

13.1 Co-operate fully with ASDAN in cases where either the centre or ASDAN decides it needs to withdraw the centre from its role in delivering a qualification/programme. This co-operation will be provided whether the withdrawal is voluntary or not from the centre's perspective.

13.2 Have a system and procedure in place to successfully manage the withdrawal of the qualification/programme (whether voluntary or not) and to take all reasonable steps to protect the interests of learners in the case of such a withdrawal.

13.3 Adhere to the process specified by ASDAN for the withdrawal of the centre from the delivery of a qualification/programme or all qualifications/programmes

ASDAN centre agreement

13.4 Remove the ASDAN logo and name from all publications and media following removal/withdrawal of Centre Approval.

13.5 Refer to ASDAN Withdrawal Policy for further guidance.

14. Invoicing

14.1 Provide payment of all valid invoices presented by ASDAN within the stated terms and conditions as per ASDAN Invoicing Policy.

15. Assessment and quality assurance

15.1 Have in place appropriate staff, relevant systems and adequate resources (equipment, materials and software) to support:

- The assessment of learner work
- The quality assurance of assessment decisions (internal quality assurance)
- The award, accumulation and transfer of credits (where applicable)
- The recording of exemptions (where necessary)

15.2 Have arrangements in place that allow for recognition of prior learning (RPL), (where appropriate).

16. Centre requirements

16.1 Comply with all of the requirements specified by ASDAN in order to continue to deliver courses on behalf of the awarding organisation. The following regulated qualifications have specific Centre Guidance:

- Extended Project Qualification centres the EPQ Centre Handbook.
- Personal Social Effectiveness centres the PSE Centre Handbook.

16.2 Take responsibility for checking funding arrangements for qualifications as it applies to individual learners.

16.3 Take responsibility for regularly checking the ASDAN website, to ensure all notifications and updates from ASDAN are noted and acted upon as required.

ASDAN centre agreement

17. Limitation of liability and indemnity

17.1 Nothing in the Centre Agreement shall limit or exclude any liability by either Party for death or personal injury caused by its negligence, or the negligence of its workforce, agents or sub-contractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.

17.2 ASDAN shall have no liability to the centre, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Centre Agreement for:

- loss of profits
- loss of sales or business
- loss of anticipated savings
- loss or damage to goodwill or reputation
- loss of use or corruption of data or information
- any ex gratia payments
- any special, indirect, consequential or pure economic loss

ASDAN's liability for any claim or series of connected claims whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Centre Agreement shall be limited to a maximum sum equal to the total fees paid by the centre under the Centre Agreement within the period of twelve (12) months preceding the event giving rise to the claim (or the first of the series of connected claims).

17.3 The centre agrees to indemnify ASDAN on demand against all liabilities, costs, expenses, damage and losses suffered or incurred by ASDAN, or its Workforce directly, or indirectly, arising from, or in connection with:

- Claims made by the centre or any of its employees or other persons acting on its behalf for any employment-related payment or remuneration;
- Alleged and/or actual infringement or theft of any confidential information or intellectual property by the centre's workforce or other persons engaged in the delivery of qualifications or acting on the centre's behalf;
- Any claim made against ASDAN by any third party to the extent that such claim arises as a result of the Centre's breach, negligent performance or failure or delay in performing any of its obligations under the Centre Agreement;
- Any act or omission by the centre (including, but not limited to, a breach of the Centre Agreement), or its Workforce or sub-contractors, which places ASDAN in breach of any obligation as an Awarding Organisation/Body.

ASDAN centre agreement

17.4 For the duration of the Centre Agreement and for two years thereafter, the centre will maintain full and comprehensive insurance at a level sufficient to cover any potential risks arising from the centre's operation in connection with the Centre Agreement. Upon request, the centre will provide to ASDAN evidence of the validity of their insurance.

18. Termination

18.1 This agreement can be terminated by either party, in writing with at least one month's notice. Sections 1, 2, 3, 5, 6, 12 and 13 of this agreement continue beyond termination. Please also see ASDAN Withdrawal policy for further guidance.

19. Awarding Organisation responsibilities

The Awarding Organisation hereby agrees that it will:

19.1 Set out all the requirements with which the centre must comply in order to continue to deliver ASDAN courses. These requirements can be found within the Centre Approval policy, EPQ Centre Handbook and PSE Centre Handbook.

19.2 Publish and make available to the centre a Sanctions policy to be applied in the event that the centre fails to comply with these requirements.

19.3 Take all reasonable steps to protect the interests of candidates where the centre withdraws from the delivery of a qualification in line with ASDAN Withdrawal policy.

19.4 Specify a process to be followed in any withdrawal of the centre (whether voluntary or not) from its role in delivering a qualification/programme, or from course delivery/Centre Approval in general.

19.5 Upon request, provide the centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.

19.6 Answer accurately, fully and within a reasonable time any reasonable enquiries received from Users of qualifications.

19.7 Not disclose information if to do so would breach a duty of confidentiality or any other legal duty.

ASDAN centre agreement

19.8 Provide information in relation to:

- the policy for issuing invoices, payment of invoices and the retention and content of invoices
- a written complaints procedure
- information on the appeals process to enable the results of assessments to be appealed
- a published specification for each of the qualifications made available
- published details of arrangements for making Reasonable Adjustments
- published details for arrangements for giving Special Consideration
- published details of the expected dates or timescales for the issue of results