

Centre agreement

Parties to this agreement

- ASDAN, Wainbrook House, Hudds Vale Road, St George, Bristol, BS5 7HY (Awarding Organisation); and

-

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 (see section 18) and will remain in place unless terminated in line with the termination clause in section 16.

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 Regulators¹.

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 assessments (and potentially other activities) to Learners on behalf of ASDAN. Centres are typically educational institutions, training providers, or employers.

ASDAN is an **Awarding Organisation** (ie 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 qualification or unit which in addition to centres includes candidates and candidates' representatives.

1 Ofqual as the regulator of qualifications (other than degrees), examinations and assessments in England, Qualifications Wales in Wales and CCEA in Northern Ireland.

Centre agreement

Points hereby agreed

The Centre hereby agrees that it will:

1 Conditions of Recognition

- a) 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 on behalf of ASDAN.

In particular, those requirements specified in Condition C1 and C2 will be observed. Conditions C1 and C2 are provided in Appendix 1 of this agreement.

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

- a) 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.
- b) 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 premises used (including satellite sites).
- c) 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 moderation records, certificate claims, candidate data for each qualification/unit awarded by ASDAN.
- d) prior to sending any samples or portfolios to ASDAN for external moderation, 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

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

4 Centre Workforce

- a) retain a Workforce of appropriate size and competence to undertake the delivery of the qualification.
- b) ensure that there is always at least one staff member trained by ASDAN that is involved in the assessment or quality assurance of the qualification.
- c) ensure that it has sufficient managerial and other resources to undertake the delivery of qualifications effectively and efficiently, as required by ASDAN.
- d) provide all staff with an appropriate induction and provide opportunities for staff development (including a development plan) in relation to ASDAN qualifications, and keep accurate staff development records to ensure staff can maintain their expertise, confidence and understanding of the relevant standards / specifications.
- e) ensure effective communications systems are in place internally to keep all relevant staff informed of current ASDAN policies and procedures.

Centre agreement

- f) ensure that quality assurance and management processes are in place and that these apply across all satellite locations.

5 Legislation

- a) undertake the delivery of the qualification in accordance with Equalities Law.
- b) comply with all relevant law (including data protection, health and safety etc), regulatory criteria and codes of practice as directed by ASDAN.
- c) 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 candidates are aware of ASDAN's Privacy Notice. The data collected and personal candidate information will not be disclosed to any unauthorised person or body.

6 Complaints, Enquiries, Internal Moderation Reviews and Appeals

- a) have documented procedures for handling candidate disputes and appeals against the centre's internal assessment decisions.
- b) ensure that it understands ASDAN's post result review and appeals procedures for the qualifications they deliver, and must provide appropriate information and support to enable candidates to access the appeals services.
- c) undertake a regular review of these procedures and make any improvements necessary to ensure they remain relevant and fit for purpose.
- d) ensure, for the Extended Project Qualification, that it understands ASDAN's post-results service and appeals policies and application procedures and must provide appropriate information and support to enable candidates to access these.

7 Conflicts of Interest

- a) ensure that it has in place robust procedures for identifying and mitigating and potential conflict of interest.
- b) where identified, in particular in relation to assessment of an ASDAN qualification, 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.
- c) update the annual Conflict of interest declaration stating that the centre has either notified ASDAN on a Conflict of interest or that none exists.

8 Malpractice and Maladministration

- a) 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 satellite centres, sub-contractors and third parties.
- b) take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- c) 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.

Centre agreement

- d) report immediately to ASDAN any suspected malpractice in line with the ASDAN's malpractice/maladministration and Whistleblowing policies and respond openly to all requests for an investigation into an incident.
- e) 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.

9 Moderation

- a) Work in line with the moderation processes specified by ASDAN which will be undertaken by ASDAN staff or by external moderators on its behalf.
- b) Work in line with any Action Points issued by ASDAN during the external moderation process.
- c) 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

- a) use buildings that provide access for candidates for assessment purposes, in accordance with relevant equalities legislation and ensure that the full range of relevant, current equipment required to assess the qualification is supplied.
- b) ensure the security and confidentiality of assessment materials and records before, during and after assessment has taken place, in line with ASDAN's requirements.
- c) adhere to any assessment requirements as per the qualification requirements.
- d) have the staff, resources and systems necessary to support the assessment of qualifications and the award, accumulation and transfer of credits and, where necessary, the recording of exemptions.

11 Learner Registration and Certification

- a) register each candidate in line with ASDAN's requirements to ensure that each candidate is uniquely identified.
- b) take appropriate and reliable steps to confirm each candidate's identity prior to registration and assessment taking place.
- c) use access to the learner record of the candidate's previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where candidate consent is given (for post 16 learners only).
- d) take reasonable steps to ensure that all relevant staff understand how and when to apply for candidate registration and certification.

Centre agreement

- e) take all reasonable steps to guard against fraudulent or mistaken claims for certificates.
- f) have arrangements in place to obtain, on behalf of its candidates, 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

- a) inform ASDAN of any third party sub-contracted/partnership arrangements with the Centre for any part of qualification delivery or assessment.
- b) 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.
- c) ensure that where a partnership arrangement exists, the respective roles and responsibilities are documented and made available to ASDAN as required.
- d) 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.
- e) 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

- a) 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. This co-operation will be provided whether the withdrawal is voluntary or not from the Centre's perspective.
- b) have a system and procedure in place to successfully manage the withdrawal of the qualification (whether voluntary or not) and to take all reasonable steps to protect the interests of Learners in the case of such a withdrawal.
- c) adhere to the process specified by ASDAN for the withdrawal of the Centre from the delivery of a qualification or all qualifications.
- d) remove the ASDAN logo and name from all publications and media following removal/withdrawal of Centre Approval.

14 Invoicing

- a) provide payment of all valid invoices presented by ASDAN within the stated terms and conditions.

Centre agreement

15 Assessment and moderation

- a) have in place appropriate staff, relevant systems and adequate resources (equipment, materials and software) to support:
- the assessment of units
 - the quality assurance of assessment decisions (internal moderation)
 - the award, accumulation and transfer of credits (where applicable)
 - the recording of exemptions (where necessary)
- b) have arrangements in place that allow for recognition of prior learning (RPL), (where appropriate).

16 Centre Requirements

- a) comply with all of the requirements specified by ASDAN in the [Centre Guidance](#) in order to continue to deliver qualifications on behalf of the awarding organisation. The following qualifications have specific Centre Guidance:
- Extended Project Qualification centres the EPQ Centre Handbook, available at: [asdan.org.uk/epq](https://www.asdan.org.uk/epq)
 - Personal Social Effectiveness centres the PSE Centre Handbook, available at: [asdan.org.uk/pse](https://www.asdan.org.uk/pse)
- b) take responsibility for checking funding arrangements for qualifications as it applies to individual candidates.
- c) take responsibility for regularly checking the members area of the ASDAN website, to ensure all notifications and updates from ASDAN are noted and acted upon as required.

17 Limitation of liability and indemnity

- a) 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.

- b) Subject to clauses 16 a:

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

Centre agreement

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).

- c) 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; and/or
 - 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.
- d) 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 the insurance held in accordance with this clause 16.d

18 Termination

- a) this agreement can be terminated by either party, in writing with at least one month's notice. Sections 1, 2, 3, 5c, 6, 7e, 12 and 13 of this agreement continue beyond termination.

19 Awarding Organisation responsibilities

The Awarding Organisation hereby agrees that it will:

- a) Set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications. These requirements can be found within the [Centre Guidance](#), EPQ Centre Handbook (available at: asdan.org.uk/epq) and PSE Centre Handbook (available at: asdan.org.uk/pse)
- b) 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.
- c) Take all reasonable steps to protect the interests of candidates where the Centre withdraws from the delivery of a qualification.
- d) 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.

Centre agreement

- e) Upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- f) Answer accurately, fully and within a reasonable time any reasonable enquiries received from Users of qualifications.
- g) Not disclose information if to do so would breach a duty of confidentiality or any other legal duty.
- h) 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

20 Centre agreement and declaration

I, the undersigned, declare that the centre understands that this is an enforceable agreement between the centre and the awarding organisation. I further understand and agree that this agreement applies for whole period of time during which the Centre operates as an 'approved' Centre of ASDAN and that ASDAN has the right to issue updates and amendments to the agreement from time to time.

I declare that this centre fully meets the centre approval requirements and agrees to adhere to the procedures and policies of ASDAN in respect of this agreement and accepts that if the centre defaults on the commitments made in this application it may lead to the removal of its approved status in line with the sanctions policy.

I declare that I am authorised by the above centre to supply the information referred to above and, at the date of signing, the information provided is a true and accurate record.

The parties hereto have caused this agreement to be executed on the 'Date of Agreement' specified below. I agree to act in accordance with the requirements specified in this agreement.

Signed for and on behalf of Party A by:

- Name: Sam Milton
- Role: Responsible Officer

Signed for and on behalf of Party B by:

- Name:
- Role:

Date of Agreement:

Centre agreement

Appendices

- 1 [General conditions of recognition \(Ofqual\)](#)
- 2 [Standard conditions of recognition \(Qualifications Wales\)](#)
- 3 [Project qualification – level conditions and requirements](#)