

# Awarding Body Centre Agreement

**DATE OF AGREEMENT:**        *[Insert Date]*

## **PARTIES TO THIS AGREEMENT**

1.        **MERCURIUS POLITICUS AWARDING BODY** Party A and
2.        *[Insert name and address of centre, Party B]*

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 for an initial period of 3 years, subject to continued compliance to conditions and renewable thereafter subject to satisfactory quality review of the centre by MERCURIUS POLITICUS Awarding Body 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 MERCURIUS POLITICUS Awarding Body named above. Contents of this agreement are in keeping with the requirements of the General Conditions of Recognition as issued by The Office of Qualifications and Examinations Regulation (Ofqual) as the regulator of qualifications (other than degrees), examinations and assessments in England, and of vocational qualifications 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 assessments (and potentially other activities) to Learners on behalf of an awarding organisation. Centres are typically educational institutions, training providers, or employers.

**Awarding Organisation** means an organisation recognised by Ofqual in respect of the General Conditions of Recognition (May 2011) and award or authentication of a specified qualification, or description of qualification.

**General Conditions of Recognition** means the General Conditions of Recognition issued by Ofqual in May 2011 or any subsequent version of this document.

# Awarding Body Centre Agreement

## POINTS HEREBY AGREED

The **Centre** hereby agrees that it will:

### 1. General Conditions of Recognition

- 1a. take all reasonable steps to ensure that MERCURIUS POLITICUS Awarding Body is able to comply with the requirements of the General Conditions of Recognition in relation to the activity it undertakes to deliver qualifications on behalf of MERCURIUS POLITICUS Awards. In particular, those requirements specified in Condition C1 and C2 will be observed. Conditions C1 and C2 are provided in Annex 1 of this agreement.

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

- 2a. maintain all Learner records and details of achievement in an accurate, timely and secure manner in line with the requirements of MERCURIUS POLITICUS Awarding Body and Data Protection Legislation and make these records available for external quality assurance and auditing purposes, as required.
- 2b. take all reasonable steps to comply with requests from MERCURIUS POLITICUS Awarding Body for information, data or documents required by MERCURIUS POLITICUS Awarding Body or by the regulators, including Ofqual, as soon as practicable.
- 2c. retain complete accurate records, for at least three years from completion of all qualifications and make these available to MERCURIUS POLITICUS Awarding Body upon request. The records required will be specified by MERCURIUS POLITICUS Awarding Body and may include assessment and verification records, certificate cMercurius Politicuss, candidate data for each qualification etc.
- 2d. provide MERCURIUS POLITICUS Awarding Body and the Regulatory Authorities, on reasonable notice (usually with 7 days ), 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).

### 3. Monitoring activity and investigations

- 3a. assist MERCURIUS POLITICUS Awarding Body in carrying out any reasonable monitoring activities and assist Ofqual in any investigations made for the purposes of performing its functions.

### 4. Centre Workforce

- 4a. retain a Workforce of appropriate size and competence to undertake the delivery of the qualification. This includes taking reasonable steps to ensure occupational competence where this is required by MERCURIUS POLITICUS Awarding Body for the assessment of specific qualifications.
- 4b. ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by MERCURIUS POLITICUS Awards.

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- 4c. provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain the relevant expertise and competence required by MERCURIUS POLITICUS Awards.
- 4d. supply staff CVs and other evidence (for example original certificates) to MERCURIUS POLITICUS Awarding Body in a timely manner upon request.
- 4e. have in place appropriate staff and relevant systems before the qualifications are made available in accordance with the requirements of the qualification(s).
- 4f. ensure that staff involved with a qualification understand the relevant specification provided by MERCURIUS POLITICUS Awards.
- 4g. ensure effective communications systems are in place internally to keep all relevant staff informed of current Awarding Organisation policies and procedures.
- 4h. ensure that quality assurance and management processes are in place and that these apply across all satellite locations.
- 4i. ensure that no conflicts of interest arise which will or will be likely to lead MERCURIUS POLITICUS Awarding Body to act contrary to its interests in the development, delivery and award of qualifications in accordance with General Conditions of Recognition, by taking all reasonable steps to avoid any part of the assessment of a Learner (including by way of Moderation) being undertaken by any person who has a personal interest in the result of the assessment.
- 4j. adhere to MERCURIUS POLITICUS Awards' Conflict of Interest policy, notifying MERCURIUS POLITICUS Awarding Body immediately upon becoming aware of any such conflict of interest during the term of the agreement.

### 5. Legislation

- 5a. undertake the delivery of the qualification in accordance with Equalities Law.
- 5b. ensure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of Health and Safety regulations.
- 5c. comply with the requirements of Data Protection legislation 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. Personal data will be processed in accordance with the Centre's registration under the Data Protection Act.
- 5d. comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time, including the General Conditions of Recognition and the additional regulatory documents that support these Conditions (as listed by Ofqual in their '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'.)

### 6. Complaints and Appeals

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- 6a. operate a complaint handling process or appeals process for the benefit of Learners.
- 6b. adhere to MERCURIUS POLITICUS Awards' appeals process and provide appropriate information and support to enable Learners to access the appeals process.

### 7. Malpractice and Maladministration

- 7a. 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.
- 7b. regularly review procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.
- 7c. take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- 7d. take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 7e. 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 MERCURIUS POLITICUS Awarding Body as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future.
- 7f. take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future.
- 7g. deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 7h. promptly notify MERCURIUS POLITICUS Awarding Body of any incidents of malpractice or maladministration in line with the requirements of MERCURIUS POLITICUS Awards' malpractice/maladministration policy.
- 7i. provide access to documents, records, data, staff, third parties, sub-contractors, Learners, satellite centres or any other resource required by MERCURIUS POLITICUS Awarding Body during an investigation of centre of malpractice or maladministration.

### 8. Verification

- 8a. work in line with the verification processes specified by MERCURIUS POLITICUS Awarding Body which will be undertaken by MERCURIUS POLITICUS Awarding Body or on its behalf. (see Centre Handbook for details)
- 8b. work in line with any instruction issued by MERCURIUS POLITICUS Awarding Body to change the marking of evidence generated by a Learner during an assessment.

### 9. Resources

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- 9a. use buildings that provide access for candidates for assessment purposes, in accordance with relevant equalities legislation.
- 9b. ensure that the full range of relevant, current equipment required to assess the qualification is supplied.
- 9c. adhere to any assessment requirements as per the qualification requirements.
- 9d. provide the necessary resources in accordance with any requirements outlined in MERCURIUS POLITICUS Awards' qualification specification.
- 9e. maintain adequate systems and resources– including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).
- 9f. ensure the security of any examination material in respect of storage and the handling process in line with the requirements of MERCURIUS POLITICUS Awards.
- 9g. has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of MERCURIUS POLITICUS Awards' qualifications.
- 9h. has appropriate arrangements and agreements in place with any third parties or suppliers who provide goods or services to the centre which contribute to the delivery and/or assessment of the qualification(s).
- 9i. has the staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits and, where necessary, the recording of exemptions.

### 10. Learner Registration and Certification

- 10a. registers each Learner in line with the requirements of MERCURIUS POLITICUS Awarding Body to ensure that each Learner is uniquely identified.
- 10b. register/enter candidates for assessment in an efficient manner and following MERCURIUS POLITICUS Awards' timetables.
- 10c. takes appropriate and reliable steps to confirm each Learner's identity prior to assessment taking place.
- 10d. use the record of the Learner's previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where Learner consent is given.
- 10e. recognise any restrictions regarding the minimum amount of time that candidates must be registered with MERCURIUS POLITICUS Awarding Body before certification, as well as the combination of units and or qualifications allowed.
- 10f. take reasonable steps to ensure that all relevant centre staff understand how and when to apply for candidate registration and certification.

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- 10g. take all reasonable steps to guard against fraudulent or mistaken cIMercurius Politicuss for certificates.
- 10h. have arrangements in place to obtain on behalf of its Learners a Unique Learner Number (ULN) and a learner record (unless Learner chooses not to have one).

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

- 11a. 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.
- 11b. ensure that where a partnership arrangement exists the respective roles and responsibilities are documented and made available to MERCURIUS POLITICUS Awarding Body as required.
- 11c. 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.
- 11d. ensure it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of MERCURIUS POLITICUS Awarding Body and the Regulators.

### 12. Withdrawal of approval and interests of Learners

- 12a. co-operate fully with MERCURIUS POLITICUS Awarding Body in cases where either the Centre or MERCURIUS POLITICUS Awarding Body 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.
- 12b. take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 12a above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- 12c. adhere to the process specified by MERCURIUS POLITICUS Awarding Body for the withdrawal of the Centre from the delivery of a qualification or all qualifications ([centre handbook http://www.MercuriusPoliticusawards.org.uk](http://www.MercuriusPoliticusawards.org.uk)).

### 13. Invoicing

- 13a. provide payment of all valid invoices presented by MERCURIUS POLITICUS Awarding Body within the stated terms and conditions.

### 14. Assessment

- 14a. have the staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits and, where necessary, the recording of exemptions
- 14b. have arrangements in place that allow for recognition of prior learning (RPL) (where appropriate).

### 15. Centre Requirements

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- 15a. comply with all of the requirements specified in (<http://www.MercuriusPoliticusawards.org.uk>) in order to continue to deliver qualifications on behalf of MERCURIUS POLITICUS Awards.
- 15b. agree to the application of the sanctions policy as laid down in (<http://www.MercuriusPoliticus.org.uk>).
- 15d. Agree to contribute to the process of MERCURIUS POLITICUS Awarding Body standardisation
- 15e. Agree to abide by all reasonable stipulations by MERCURIUS POLITICUS Awarding Body concerning the use of their logos
- 15f. Ensure that it does nothing to bring MERCURIUS POLITICUS Awarding Body into disrepute and to safeguard the award of units and qualifications

### 16. Termination

- 16a. this agreement can be terminated by either party, in writing with at least one months' notice Sections 1,2,3,5c,6,7i,12 and 13 of this agreement continue beyond termination.

### 17. Awarding Body responsibilities

MERCURIUS POLITICUS Awarding Body hereby agrees that it will:

- 17a. set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications. These requirements can be found at (<http://www.MercuriusPoliticusawards.org.uk>).
- 17b. 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. This sanctions policy can be found at (<http://www.MercuriusPoliticusawards.org.uk>).
- 17c. take all reasonable steps to protect the interests of Learners where the Centre withdraws from the delivery of a qualification.
- 17d. 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.
- 17e. answer accurately, fully and within a reasonable time any reasonable enquiries received from Users of qualifications.
- 17f. provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes.
- 17g. upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- 17h. provide information in relation to:
  - the policy for issuing invoices, payment of invoices and the retention and content of invoices.
  - the sanctions policy to be applied in cases where centres fail to comply with the requirements of MERCURIUS POLITICUS Awarding Body
  - a written complaints procedure

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- 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.
- 17i. comply with the requirements of Data Protection legislation in relation to all personal data supplied by the Centre. The data collected from Centres will only be used for the purpose for which it has been collected and will not be disclosed to any unauthorised person or body. Personal data will be processed in accordance with MERCURIUS POLITICUS Award's registration under the Data Protection Act. The awarding body will not disclose information if to do so would breach a duty of confidentiality or any other legal duty.



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## 18. CENTRE AGREEMENT AND DECLARATION

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

I accept that if the centre defaults on the commitments made in this application it may lead to the removal of qualification approval and possibly centre recognition status in line with the sanctions policy of MERCURIUS POLITICUS 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 'Date of Agreement' specified above. I agree to act in accordance with the requirements specified in this agreement:

**Signed for and on behalf of MERCURIUS POLITICUS Awarding Body by:**      **Signed for and on behalf of Party B by:**

Signature	_____	Signature	_____
Name:	_____	Name:	_____
Role:	_____	Role:	_____
Date:	_____	Date:	_____

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**Annex 1 – Condition C1 and C2– extract from the General Conditions of Recognition, Ofqual 2011.**

### **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.