



Centre Agreement

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PART 1 CENTRE AGREEMENT

1. Purpose of this Agreement

- 1.1. This Agreement sets out the terms and conditions subject to which VTCT issues approvals to Approved Centres.
- 1.2. By submitting an Application for Centre Approval, the Centre confirms and undertakes to be bound by the provisions of this Agreement.

2. Definitions and interpretation

- 2.1. The definitions and rules of interpretation in this clause 1 apply to this Agreement:

“Adverse Effect”	means an adverse effect as defined in the applicable General Conditions of Recognition, including an act, omission, event, incident, or circumstance which: gives rise to prejudice to Learners or potential Learners; or adversely affects: the ability of VTCT to undertake the development, delivery or award of qualifications in accordance with its Regulatory Requirements; the standards of qualifications which VTCT makes available or proposes to make available; or public confidence in such qualifications.
“Agreement”	means this agreement.
“Application for Centre Approval”	means an application submitted to VTCT for the purpose of obtaining (or extending) Approval, in the form prescribed by VTCT from time to time.
“Application for Qualification Approval”	means an application submitted to VTCT in conjunction with (or as part of) the Application for Centre Approval, or at any time after Approval, to add (further) Qualifications to the Approval, in the form prescribed by VTCT from time to time.
“Approval”	means approval granted by VTCT in respect of delivery of Qualifications, and “Approved” shall be construed accordingly.
“Approval Conditions”	means any specific requirements that may be imposed by VTCT as part of Approval, as notified to the Centre in writing upon Approval, and/or at any time thereafter.
“Approved Centre”	means an entity that has been authorised by VTCT to deliver VTCT qualifications.

“Awarding Organisation”	means an organisation recognised by a Regulator in respect of award of regulated qualifications.
“Business Day”	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
“Change of Control”	means the change of the person who determines the affairs of the Centre, either by means of majority shareholding, voting power or the terms of any constitution or contract.
“Centre”	means the organisation named in the Application for Centre Approval that has been Approved to deliver the Qualifications in accordance with the terms of this Centre Agreement.
“Centre Agreement”	means the legally binding agreement between VTCT and the Centre for the Approval and delivery of Qualifications on the terms set out in this Agreement, the Application for Centre Approval, any Approval Conditions, any Application for Qualification Approval and the VTCT Policies and Procedures.
“Commencement Date”	[means the date when VTCT first notifies the Centre of its Approval as an Approved Centre] OR [the date when the Centre accepts the terms of this Agreement via the Website]
“General Conditions of Recognition”	means any or all, as the context may require, of the following: Ofqual General Conditions of Recognition, CCEA General Conditions of Recognition and Qualifications Wales General Conditions of Recognition, published by the Regulators from time to time.
“Key Personnel”	means any or all, as the context may require, of the following roles: the Head of Centre, Head of Quality, Examinations Officer and the Finance Officer, as set out on the Application for Centre Approval.
“Learner”	means a person who is registered to take a Qualification and to be assessed as part of that Qualification.
“Qualification(s)”	means the qualifications (including any units of qualifications) which the Centre is Approved to deliver under the terms of the Centre Agreement.
“Regulator(s)”	means the qualifications regulators in England (the Office of Qualifications and Examinations Regulation (Ofqual)), Wales (Qualifications Wales) and Northern Ireland (Council for the Curriculum, Examinations and Assessment (CCEA)), and includes any successors to those bodies.
“Regulatory Requirements”	means any conditions to which VTCT is subject as an Awarding Organisation, including the General Conditions of Recognition and any other (general or specific) conditions

	imposed by any Regulator on VTCT from time to time, as notified by VTCT from time to time.
“Sanctions Policy”	means the VTCT sanctions policy from time to time forming part of the VTCT Policies and Procedures and setting out the rules, procedures and sanctions that may be applied by VTCT in the event of a failure by the Centre to comply with the provisions of the Centre Agreement.
“Users”	means persons who have a legitimate interest in Qualifications which may include Learners and Learners’ representatives, prospective Learners, other Approved Centres, teachers, employers and employers’ representatives, further and higher education establishments, schools, government departments and agencies, and professional bodies.
“Territory”	means the geographical area(s) where the Centre is Approved to deliver the Qualifications, as set out in the Approval Conditions.
“VAT”	means value added tax or any equivalent tax chargeable in the UK.
“VTCT”	means Vocational Training Charitable Trust, a company registered in England and Wales with company number 02050044 and a registered charity with registered charity number 295192 whose registered office is at Aspire House, Annealing Close, Eastleigh, Hampshire, SO50 9PX.
“VTCT Intellectual Property”	any and all intellectual property rights of VTCT of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.
“VTCT’s Policies and Procedures”	means the policies and procedures applicable to the Approved Centres published on the Website or otherwise made available to the Approved Centres, listed in Schedule 1, and as amended, supplemented and updated from time to time.
“VTCT Approved Centre Logo”	means the logo designated by VTCT from time to time for use by the Approved Centres in connection with the Qualifications.
“Website”	means www.vtct.org.uk and/or any other website of VTCT addressed to the Approved Centres.
“Workforce”	means persons available for work (including employees, workers and contractors).



- 2.2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.4. The Centre Agreement shall be binding on, and enure to the benefit of, the Parties to the Centre Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 2.5. A reference to a statute, statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include subordinate legislation made from time to time under that statute or statutory provision.
- 2.6. A reference to Regulatory Requirements is a reference to such Regulatory Requirements as may be amended, extended or re-enacted from time to time.
- 2.7. A reference to writing or written includes email.
- 2.8. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.9. The Schedule forms part of the Centre Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.

3. Agreement

- 3.1. Application for Centre Approval shall be treated as an offer to enter into a Centre Agreement with VTCT, but shall not be binding on VTCT.
- 3.2. The Centre Agreement shall come into effect and become binding and enforceable on both Parties on the Commencement Date and shall continue, unless terminated earlier in accordance with the provisions of this Agreement.
- 3.3. From the Commencement Date, or such other date as specified in the Approval Conditions (if any), the Centre shall be entitled to deliver the Qualifications in the Territory on the terms of, and subject to, the terms of the Centre Agreement.
- 3.4. This Agreement, together with the Application for Centre Approval, any Application for Qualification Approval, any Approval Conditions and the VTCT Policies and Procedures constitute the terms of the Centre Agreement to the exclusion of any other terms that the Centre seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.5. If there is an inconsistency between the provisions of this Agreement, the Application for Centre Approval, Application for Qualification Approval, Approval Conditions and/or any of the VTCT Policies and Procedures, the following order of priority shall apply:



- i. the provisions of this Agreement;
 - ii. any Approval Conditions;
 - iii. VTCT Policies and Procedures;
 - iv. Application for Qualification Approval; and
 - v. Application for Centre Approval.
- 3.6. The Centre waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Centre that is inconsistent with the Centre Agreement.

PART 2 CENTRE REQUIREMENTS AND OBLIGATIONS

4. General

- 4.1. The Centre shall at all times:
- 4.1.1. use its best endeavours to protect the interest of Learners in connection with the delivery of Qualifications;
 - 4.1.2. take all reasonable steps to ensure that VTCT is able to comply with the applicable Regulatory Requirements;
 - 4.1.3. comply with all laws and regulations relating to its activities under the Centre Agreement;
 - 4.1.4. comply at all times with the VTCT Policies and Procedures;
 - 4.1.5. promptly comply with any requests for information or documents made by VTCT or the Regulator(s);
 - 4.1.6. provide assistance, on request, to VTCT in carrying out any of its monitoring activities and co-operate with VTCT in all matters related to the delivery of Qualifications, including by allowing VTCT's staff access to any Centre's offices and teaching/examination/assessment sites and its Workforce;
 - 4.1.7. provide all reasonable assistance to Learners and VTCT in respect of any transfer of Learners to a different Approved Centre;
 - 4.1.8. assist the Regulator(s) and any other relevant regulatory bodies in any investigations made for the purposes of performing regulatory functions;
 - 4.1.9. comply with directions and/or sanctions imposed by VTCT in accordance with the Centre Agreement;
 - 4.1.10. promptly notify VTCT if it becomes subject to Change of Control, insolvency proceedings, if it is unable to pay its debts, stops trading or commences winding down process;



- 4.1.11. promptly notify VTCT of:
 - a) any changes in the laws, regulations or other applicable laws in the Territory; and/or
 - b) if it becomes subject to any enforcement or regulatory proceedings in the Territory, that may affect its ability to deliver the Qualifications in accordance with the Centre Agreement; and
- 4.1.12. comply with, and procure that its Workforce comply with, any terms of use of the Website.
- 4.2. The Centre shall be solely responsible for obtaining (at its own cost) any licences or permits necessary for the delivery of Qualifications in the Territory (if any).
- 4.3. The Centre shall inform VTCT as soon as reasonably practicable if it is or is likely to become unable to deliver any or all of the Qualifications in accordance with the terms of the Centre Agreement, in which case VTCT shall be entitled, without prejudice to VTCT's other rights and remedies, to modify, suspend or withdraw the Centre's Approval.
- 4.4. The Centre shall deliver the Qualifications only at the teaching/examination/assessment venues included in the Approval, as may be added or removed in accordance with the provisions of the Centre Agreement.
- 4.5. In the event the Centre wishes to modify, add or withdraw certain or all of the Qualifications from its Approval, or otherwise vary the Approval Conditions (including, but not limited to, by adding or removing a teaching or examination venue), it shall submit an application to VTCT, in the form prescribed by VTCT from time to time. Approval of any such application shall be at VTCT's sole discretion.

5. Identification and management of risk

- 5.1. The Centre shall:
 - 5.1.1. take all reasonable steps to ensure that it does not render VTCT unsuitable to continue to award its qualifications or perform its functions as an Awarding Organisation, whether directly or indirectly, and whether by any act or omission;
 - 5.1.2. have appropriate policies, procedures and training in place to allow it to identify which acts or omissions will have, or are likely to have, an Adverse Effect, and to identify the risks of these acts or omissions occurring;
 - 5.1.3. take all reasonable steps to identify the risk of the occurrence of any incident which could have an Adverse Effect;
 - 5.1.4. notify VTCT, as soon as reasonably practicable upon becoming aware, of:
 - a) the risk of any incident which could have an Adverse Effect;
 - b) acts, omissions or incidents which have, or are likely to have, an Adverse Effect; and/or



- c) any other act, omission or incident which may otherwise compromise the reputation of VTCT and/or any of the Qualifications;
- 5.1.5. following notification under clause 4.1.4, take all reasonable steps, in consultation with VTCT, to:
- a) prevent the incident from occurring or, where it cannot be prevented, reduce the risk of that incident occurring;
 - b) prevent or mitigate any Adverse Effect as far as possible;
 - c) give priority to (i) the provision of assessments which accurately differentiate between Learners on the basis of the level of attainment they have demonstrated and (ii) the accurate and timely award of Qualifications.

6. Conflicts of interest

6.1. The Centre shall:

- 6.1.1. establish, maintain and comply with a conflict of interest policy which is complementary to the relevant VTCT Policies and Procedures;
- 6.1.2. identify and monitor:
 - a) all conflicts of interest which relate to it, and
 - b) any scenario in which it is reasonably foreseeable that any such conflict of interest could arise in the future;
- 6.1.3. take all reasonable steps to ensure that no conflict of interest which relates to it has an Adverse Effect.

7. Resources

7.1. The Centre shall:

- 7.1.1. retain a Workforce of appropriate size and competence to undertake the delivery of the Qualifications, including sufficient managerial and other resources to enable it effectively and efficiently deliver the Qualifications;
- 7.1.2. notify VTCT promptly of any change of details of its Key Personnel;
- 7.1.3. provide its Workforce with appropriate training and professional development to ensure maintenance and development of appropriate level of skills and competence, in accordance with good industry practice and any VTCT's directions from time to time, in connection with the delivery of Qualifications;
- 7.1.4. maintain appropriate level of financial resources to support the delivery of Qualifications in accordance with the Centre Agreement;



- 7.1.5. have in place at all times an up to date disaster recovery and business continuity plan to protect the interests of Learners; and
- 7.1.6. regularly monitor the resources it requires in order to deliver the Qualifications to the Learners.

8. Malpractice and maladministration

8.1. The Centre shall:

- 8.1.1. adopt a policy and procedure, complementary to VTCT's Policies and Procedures on malpractice and maladministration, that allows for the identification of, and aims to reduce, the risk and incidents of malpractice or maladministration occurring;
- 8.1.2. take all reasonable steps to prevent the occurrence of any malpractice or maladministration in the delivery of the Qualifications;
- 8.1.3. take all reasonable steps to monitor for risks and suspected incidents of malpractice or maladministration, and notify VTCT of such risks and incidents as soon as practicable;
- 8.1.4. cooperate and assist VTCT in respect of the investigation of any such risks or incidents;
- 8.1.5. where incidents of malpractice or maladministration are identified:
 - a) take all reasonable steps to prevent such incidents from recurring, and
 - b) cooperate with VTCT in respect of any action taken by VTCT against the Centre and/or any individuals responsible for such incidents;
- 8.1.6. report to VTCT every six (6) months starting on the Commencement Date in respect of:
 - a) the arrangements put in place by the Centre for preventing and investigating malpractice or maladministration, and
 - b) whether the Centre considers these arrangements to be adequate and effective.

9. Registration, assessments and moderation

9.1. The Centre shall:

- 9.1.1. use its best endeavours to verify that the identity and information provided by the Learners upon registration is accurate and complete;
- 9.1.2. register Learners promptly upon enrolment with the Centre;
- 9.1.3. only register Learners for Qualifications whom it reasonably expects to complete a Qualification;
- 9.1.4. ensure that each Learner taking a Qualification is registered in a way that permits the Learner to be clearly and uniquely identified;



- 9.1.5. take all reasonable steps to ensure that Learners are fully informed about the requirements of their selected Qualifications as set out in the relevant Qualification specifications and guides published by VTCT from time to time;
- 9.1.6. provide appropriate induction and support to Learners, in accordance with VTCT Policies and Procedures;
- 9.1.7. have in place arrangements to allow for recognition of prior learning, where this is appropriate for a Qualification, and in accordance with the relevant VTCT Policies and Procedures;
- 9.1.8. ensure that arrangements are in place to confirm Learners' identity for each assessment;
- 9.1.9. take all reasonable steps to ensure that:
 - a) assessments are delivered effectively and efficiently, and in accordance with any Qualifications specifications and assessment criteria set out in the VTCT Policies and Procedures or otherwise prescribed by VTCT;
 - b) any material produced by a Learner in an assessment is generated by that Learner;
 - c) where an assessment is required to be completed under specified conditions, Learners complete the assessment under those conditions (except where VTCT Policies and Procedures on equality and diversity policy and/or access arrangements, reasonable adjustments and special consideration require otherwise); and
 - d) the criteria against which Learners' performance will be differentiated are accurately and consistently applied;
- 9.1.10. ensure that the security of assessment materials is maintained at all times and is not in any way compromised;
- 9.1.11. take all reasonable steps to ensure that no person connected to it, or previously connected to it, discloses or causes to be disclosed information about any assessment or the content of any assessment materials where that information is confidential. The provisions of clause 19 shall apply to any such confidential information; and
- 9.1.12. comply with any instructions issued by VTCT in respect of the marking of evidence generated by a Learner during an assessment.
- 9.2. The Centre shall not permit any part of the assessment of a Learner (including by way of moderation) to be undertaken by any person who has a personal interest in the result of the assessment.
- 9.3. The Qualifications and/or assessments in connection with Qualifications shall be delivered in English language. The Centre shall not deliver the Qualifications and/or assessments in any other language without prior written approval of VTCT.



10. Security

- 10.1. The Centre must comply with all of VTCT's security requirements, as notified to the Centre or published by VTCT from time to time, including those concerning the storage of any examination/assessment papers and the verification of Learners identity.
- 10.2. The Centre shall notify VTCT as soon as reasonably practicable of any incident or risk of any incident which could result in the Centre's non-compliance with VTCT's examination/assessment security requirements and take all reasonable steps to prevent the breach occurring, or where it cannot be prevented, reduce the risk of that incident occurring as far as possible.

11. Promotion

- 11.1. The Centre shall not promote in any way any VTCT qualifications without a valid and current Approval.
- 11.2. The Centre shall not make any statement in relation to a Qualification which is likely to mislead Learners, potential Learners or any other persons, or which is not consistent with the scope of the Approval and/or any specifications and guides issued by VTCT in respect of such Qualifications.

12. Review, monitoring and complaints

- 12.1. The Centre shall ensure that all aspects of the delivery of Qualifications are subject to monitoring and review, and are in accordance with the terms of the Centre Agreement at all times.
- 12.2. The Centre shall, on request from VTCT:
 - a) provide the results of such monitoring and review to VTCT; and/or
 - b) obtain feedback on Qualifications from Users.
- 12.3. The Centre shall operate an effective and appropriate complaints handling procedure and appeals process for the benefit of Learners, in compliance with the relevant VTCT Policies and Procedures.

13. Withdrawal

- 13.1. The Centre shall, in the event it decides to (for any reason), or if VTCT decides to, withdraw the Approval (including as a result of suspension, expiry or termination of Approval) (in full or in part):
 - 13.1.1. comply with VTCT Policies and Procedures for the withdrawal of Approval;
 - 13.1.2. promptly prepare, maintain and comply with a written withdrawal plan;
 - 13.1.3. cooperate fully with VTCT;
 - 13.1.4. provide clear and accurate information about the withdrawal to the Users;
 - 13.1.5. immediately cease to enrol Learners for Qualifications;
 - 13.1.6. provide to VTCT relevant details of all Learners enrolled for Qualifications; and



- 13.1.7. take all reasonable steps to protect the interests of Learners, including, but not limited to, by assisting with or securing a transfer to a different Approved Centre.

PART 3 VTCT OBLIGATIONS

14. VTCT shall:

- 14.1. provide such guidance to the Centre as may be reasonably requested or required in respect of the delivery of Qualifications;
- 14.2. provide guidance as to how best to prevent, investigate, and deal with malpractice and maladministration;
- 14.3. make available any information reasonably necessary and requested by the Centre to assist it with the delivery of Qualifications;
- 14.4. where it has any cause to believe that an occurrence of malpractice or maladministration, or any connected occurrence may affect the Centre, it shall inform the Centre as soon as reasonably practicable.

PART 4 TERMS AND CONDITIONS

15. Equality and diversity

- 15.1. VTCT has a statutory duty to comply with the requirements of the Equality Act 2010 (“the Equality Act”).
- 15.2. The Centre shall:
 - 15.2.1. maintain an appropriate equality and diversity policy in respect of protected characteristics covering unlawful discrimination and other conduct prohibited by the Equality Act and/or any equivalent laws in the Territory. This includes not discriminating unlawfully, either directly or indirectly, on the grounds of disability, age, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation;
 - 15.2.2. have due regard to the need to eliminate unlawful “discrimination”, “harassment” and “victimisation” and other conduct prohibited by the Equality Act;
 - 15.2.3. comply with VTCT Policies and Procedures on equality and diversity, access arrangements, reasonable adjustments and special consideration;
 - 15.2.4. regularly monitor and review its compliance with this clause 14;
 - 15.2.5. report to VTCT without delay in the event of:
 - a) any features of any Qualifications of which it becomes aware which disadvantage or could disadvantage Learners with particular protected characteristics; and



b) any complaints it receives relating to equality in the delivery of Qualifications.

15.3. VTCT may monitor and investigate any complaints or other notifications relating to equality in the delivery of Qualifications.

16. Anti-bribery and anti-corruption

16.1. The Centre shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any equivalent laws in the Territory.

17. Data Protection

17.1. In this clause 17:

17.1.1. the term “Data Protection Laws” shall mean: (i) either the Data Protection Act 1998 or the General Data Protection Regulation (EU) 2016/679 adopted by the European Parliament on 14 April 2016, whichever is in force in the UK at the relevant time; (ii) either the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the EU ePrivacy Regulation whichever is in force in the UK at the relevant time; and (iii) all other applicable laws and regulations relating to the processing of Personal Data and privacy, including statutory instruments and, where applicable, the guidance and codes of practice issued by the relevant governmental or regulatory authority, all as amended, extended, re-enacted or replaced from time to time;

17.1.2. the term “Data Security Breach” shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Learner Personal Data (as defined in clause 17.2);

17.1.3. the terms “Personal Data”, “Data Subject”, “process”, “processes” and “processing” shall have the meanings given to them in the Data Protection Act 1998 (“DPA”)UK Data Protection Laws.

17.2. The Parties acknowledge and agree that for the purposes of the UK Data Protection Laws each Party shall be a Data Controller in respect of any Personal Data relating to the Learners and exchanged between the Parties pursuant to this Centre Agreement (“Learner Personal Data”).

17.3. Each Party shall ensure that it complies with the applicable Data Protection Laws at all times during the term of this Centre Agreement.

17.4. In the event a transfer of any Learner Personal Data from VTCT to the Centre becomes necessary in connection with this Centre Agreement and such transfer would result in the transfer of the Learner Personal Data outside of the European Economic Area, the Centre hereby agrees to, promptly upon written request from the VTCT, enter into a data transfer agreement with VTCT, in a form reasonably prescribed by VTCT, as required by the applicable UK Data Protection Laws .

17.5. Upon VTCT’s request, the Centre shall obtain on behalf of VTCT, appropriate explicit prior consents from the Learners and/or potential Learners, as VTCT may require for the processing of Learner Personal Data in a form prescribed by VTCT from time to time.



- 17.6. The Centre shall, in respect of any Learner Personal Data, ensure that:
- 17.6.1. the Centre's privacy notices are clear and provide sufficient information to the Learners and/or potential Learners for them to understand which of their Personal Data will be shared by the Centre with VTCT, the purpose of sharing their Personal Data and the identity of VTCT as the awarding organisation; and
 - 17.6.2. such Learner Personal Data is accurate and kept up-to-date at all times.
- 17.7. Each Party agrees to provide to the other Party with such reasonable cooperation and assistance as is necessary to enable each Party to comply with its obligations as a Data Controller in respect of Learner Personal Data, including to enable each Party to comply with the Learners' and/or potential Learners' rights in respect of their Personal Data and to respond to any other queries or complaints from the Learners and/or potential Learners in connection with the processing of Personal Data.
- 17.8. Each Party agrees that it shall have in place its own policies that must be followed in the event of a Data Security Breach, taking into account the applicable Data Protection Laws and any associated guidance.
- 17.9. Each Party agrees to provide to the other reasonable assistance as is necessary to facilitate the handling of any Data Security Breach in an expeditious and compliant manner.
- 17.10. The Centre shall at all times indemnify and keep indemnified VTCT against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) suffered by VTCT arising from any breach of this clause 17 by the Centre or its Workforce or any other person or organisation employed, engaged, connected to the Centre.

18. Intellectual Property

- 18.1. In consideration for the provision of the services to the Learners under the Centre Agreement, VTCT hereby grants the Centre for the purpose of providing such services only and for the duration of the Centre Agreement the non-exclusive non-transferable right (with no rights to sub-license) to:
- 18.1.1. designate the Centre as an Approved Centre;
 - 18.1.2. use the VTCT Approved Centres Logo; and
 - 18.1.3. use such other VTCT Intellectual Property as VTCT may permit in writing in connection with the Centre Agreement.
- 18.2. The Centre must ensure that all materials (including online materials) using VTCT Intellectual Property produced by or on behalf of the Centre comply with:
- 18.2.1. any limitations and/or restrictions on use which may be communicated to the Centre by VTCT from time to time;
 - 18.2.2. any branding and copy guidelines issued by VTCT from time to time; and
 - 18.2.3. any specific guidance provided by VTCT.



- 18.3. The Centre acknowledges and agrees that all VTCT Intellectual Property shall vest in VTCT and apart from the licence granted pursuant to clause 17.1, this Centre Agreement does not transfer any interest in VTCT Intellectual Property.
- 18.4. All intellectual property rights developed or created by the Centre in collaboration with VTCT (other than where VTCT's role is limited to quality assurance in respect of such materials) in relation to the Qualifications shall be owned by VTCT. To the extent that the Centre or its representatives are the first owners of any such intellectual property in any works in connection with the Qualifications, the Centre hereby assigns all such rights with full title guarantee to VTCT. For the avoidance of doubt all intellectual property rights in any materials in relation to Qualifications developed independently by the Centre shall be owned by the Centre.
- 18.5. The Centre shall promptly give written notice to VTCT of any actual, threatened or suspected infringement of any VTCT Intellectual Property of which it becomes aware.
- 18.6. The Centre shall ensure that it does not suggest in any way that it is owned or controlled by VTCT or that it has been franchised by VTCT. The VTCT Approved Centre Logo and certificate of Approval are the only valid proofs of the Approval by VTCT.
- 18.7. The Centre will not use, register or attempt to register any mark, design, business name or domain name consisting or comprising or being confusingly similar to any of the VTCT Intellectual Property, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with VTCT, or may interfere with or jeopardise the registration and/or validity of VTCT Intellectual Property.
- 18.8. For the avoidance of doubt a breach of any of the provisions of this clause 17 shall be deemed to constitute a material breach of the Centre Agreement.

19. Database of Learners

- 19.1. VTCT acknowledges and agrees that, as between the Centre and VTCT, the Centre owns all the data in the database of Learners created by the Centre ("Database of Learners") and that all intellectual property rights in the Database of Learners are the property of the Centre.
- 19.2. The Centre grants to VTCT a non-exclusive and perpetual licence to use the Database of Learners and the data contained therein in connection with the Centre Agreement and VTCT's role as an Awarding Organisation.

20. Confidentiality

- 20.1. The Centre shall:
 - 20.1.1. treat all confidential information as strictly private and confidential and take all reasonable steps to preserve its confidentiality and to ensure that the Centre's Workforce preserve its confidentiality;
 - 20.1.2. report any suspected breaches of confidentiality to VTCT as soon as reasonably practicable; and



20.1.3. cooperate with any investigations into such suspected breaches by VTCT.

20.2. The obligations in clause 19.1 shall survive the termination of the Centre Agreement until such time as the Centre no longer holds any confidential information which has been provided to the Centre by VTCT or its agents in connection with the Centre Agreement.

21. Retention of records

21.1. Centre shall:

21.1.1. maintain all Learner records and details of achievement in an accurate, timely and secure manner, and in accordance with any applicable VTCT Policies and Procedures, and in the format required by VTCT;

21.1.2. keep complete and accurate records for the duration of the Centre Agreement and for 24 months from its termination, or for three years from award of a Qualification to a Learner, whichever is longer, relating to the Centre's compliance with its obligations under the Centre Agreement and the delivery of Qualifications and make these available to VTCT (at its own cost) upon request, including, but not limited to attendance, performance, assessment and feedback and Learner feedback records.

22. Fees and payments

22.1. Centre shall pay any fees that may be payable in connection with the Centre Agreement, as notified to the Centre by VTCT upon Approval and thereafter.

22.2. Unless otherwise stated, all fees notified to the Centre by VTCT are exclusive of VAT (if applicable) and/or any equivalent sales tax in the Territory.

22.3. The Centre shall make payment of all valid invoices presented by VTCT in accordance with the VTCT Policies and Procedures on invoicing and payment (if any), and not later than within 30 days of the date of the invoice ("Payment Date"), or such other date as may be agreed by VTCT in writing.

22.4. All amounts due under the Centre Agreement from the Centre to VTCT shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

22.5. VTCT reserves the right, at any time and without notice to the Centre, to set off any liability of the Centre to VTCT against any liability of VTCT to the Centre, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.

22.6. Any fees payable by the Centre to VTCT are, unless otherwise stated in the relevant VTCT Policies and Procedures, non-refundable.

22.7. The Centre acknowledges and agrees that it will be responsible for all expenses incurred by it or persons acting on its behalf in connection with the Centre Agreement, including, but not limited to the costs of recruitment and registration of Learners and the costs of examinations/assessments.



- 22.8. If any amount remains unpaid after the Payment Date VTCT reserves the right to charge interest on any outstanding fees on a daily basis at the Barclays Bank Plc Base Rate plus 4%.
- 22.9. Without prejudice to VTCT's other rights and remedies, failure to pay any fees due may result in a sanction being imposed by VTCT under the Sanctions Policy, suspension or withdrawal of Approval and/or termination of the Centre Agreement under clause 23.
- 22.10. The Centre shall indemnify VTCT on demand for any costs and expenses incurred in connection with the recovery of any fees due under the Centre Agreement.
- 22.11. The Centre is solely responsible for the collection, remittance and payments of any taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in the Territory in connection with the delivery of Qualifications.
- 22.12. VTCT offers regulated provision under both the VTCT and iTEC brands. iTEC is the trading name of Education & Media Services Ltd (EMS), a wholly owned subsidiary of VTCT. In accordance with clause 26.6 of this agreement, VTCT may assign some or all of the services of this agreement to EMS and invoices to the Centre shall be raised on a commensurate basis.

23. Limitation of liability and indemnity

- 23.1. 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 subcontractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.
- 23.2. Subject to clauses 22.1:
- 23.2.1. VTCT 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: (i) loss of profits; (ii) loss of sales or business; (iii) loss of anticipated savings; (iv) loss of or damage to goodwill or reputation; (v) loss of use or corruption of data or information; (vi) any ex gratia payments; or (vii) any special, indirect, consequential or pure economic loss; and
- 23.2.2. VTCT'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).
- 23.3. The Centre agrees to indemnify VTCT on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by VTCT, or its Workforce directly, or indirectly, arising from, or in connection with:
- 23.3.1. claims made by the Centre or any of its employees or other persons acting on its behalf for any employment-related payment or remuneration;



- 23.3.2. 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;
 - 23.3.3. any claim made against VTCT 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
 - 23.3.4. 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 VTCT in breach of any obligation as an Awarding Organisation.
- 23.4. 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 operations in connection with the Centre Agreement. Upon request, the Centre shall provide to VTCT evidence of the validity of the insurance held in accordance with this clause 22.4.

24. Termination

- 24.1. Either Party may terminate the Centre Agreement (and therefore the Approval) for any reason by providing not less than one (1) month written notice to the other Party.
- 24.2. Without prejudice to any of its rights or remedies, VTCT may terminate the Centre Agreement immediately on written notice if the Centre:
 - 24.2.1. is subject to a sanction under the Sanctions Policy resulting in the withdrawal of Approval;
 - 24.2.2. fails to renew the Approval prior to its expiry date;
 - 24.2.3. is in material or persistent breach of any term of the Centre Agreement, and if the breach is capable of remedy has failed to remedy it within fourteen (14) days of receiving notice requiring it to do so, or within a reasonable shorter period specified in the notice;
 - 24.2.4. VTCT reasonably believes that the Centre's conduct is prejudicial to VTCT's interests (including, but not limited to, in the case of the Centre's breach of any security requirements, malpractice or maladministration in the delivery and assessment of Qualifications), or is not consistent with its brand values, guidelines and/or reputation, or may bring members or organisations within academia, education or the arts into disrepute;
 - 24.2.5. has not registered any Learners with VTCT for more than twelve (12) months;
 - 24.2.6. the Centre undergoes a Change of Control and such change may, in the reasonable opinion of VTCT, affect the Centre's ability to comply with its obligations under the Centre Agreement, is inconsistent with VTCT's values and/or reputation, and/or creates, or is likely to create, a conflict of interest;



- 24.2.7. ceases or threatens to cease to trade; or becomes bankrupt; or goes into liquidation; or has a receiver or manager appointed over its business or any of the property or assets of the business;
 - 24.2.8. is unable to offer Qualifications as a result of a change in laws and/or regulations in the Territory, or as a result of loss of a licence or permit necessary to deliver the Qualifications in the Territory;
 - 24.2.9. is subject to a sanction placed on it by another Awarding Organisation, resulting in the withdrawal of its recognition with that Awarding Organisation.
- 24.3. Without prejudice to any of its rights or remedies, VTCT may terminate the Centre Agreement immediately on written notice if VTCT loses its status as an Awarding Organisation in respect of all Qualifications.
- 24.4. VTCT reserves the right to suspend or restrict the Approval with immediate effect during the fourteen (14) days given to the Centre to remedy a breach under clause 23.2.3 and/or while it is investigating the Centre's conduct under any of the provisions of the Centre Agreement.

25. Consequences of suspension or termination

- 25.1. The Centre shall take all reasonable steps to act in the Learners' legitimate best interests in the event of suspension or expiry of Approval and/or during any investigation conducted by VTCT, or in the event of termination of the Centre Agreement pursuant to clause 23, including, but not limited to, such co-operation as may be required to effect the transfer of Learners to another Approved Centre.
- 25.2. Upon termination of the Centre Agreement (howsoever caused) or suspension, withdrawal or expiry of the Approval:
- 25.2.1. all outstanding sums payable under the Centre Agreement shall immediately become due and payable;
 - 25.2.2. the Centre shall immediately cease to advertise any of the Qualifications; and
 - 25.2.3. the Centre shall immediately cease to use the VTCT Approved Centre Logo in connection with promotion of any Qualifications or other business activities.
- 25.3. Immediately upon termination of the Centre Agreement (or suspension, withdrawal or expiry of the Approval), the Centre will, at VTCT's reasonable request, fulfil those specified obligations to VTCT and/or the Learners which remain unfinished as at the date of termination, expiry or suspension, and upon completion of such obligations:
- 25.3.1. cease to use any of VTCT's property, the VTCT Intellectual Property and all of the materials produced by or on behalf of the Centre using such VTCT Intellectual Property (and destroy or return any of these at VTCT's request) and do such things and execute and deliver all further documents as may be necessary to vest all rights, title and interest to VTCT under the Centre Agreement;



- 25.3.2. cease to deliver the Qualifications; and
 - 25.3.3. cease to use any VTCT IT/Digital systems (if applicable).
- 25.4. On termination of the Centre Agreement for any reason, the Approval will cease, however, each Party's accrued rights and liabilities as at the date of termination, clause 9 (Security), clause 12 (Withdrawal), clause 17 (Intellectual Property), clause 20 (Retention of records), clause 18 (Database of Learners), clause 19 (Confidentiality), clause 20 (Retention of Records), clause 21 (Fees and payments), clause 22 (Limitation of liability and indemnity), clause 24 (Consequences of suspension or termination), and clause 26.13 (Governing Law and Jurisdiction) will survive and continue in full force and effect.

26. Subcontracting and assignment

- 26.1. The Centre may not assign, transfer, charge, sub-contract, or otherwise dispose of or delegate (including, but not limited to, appointing an agent) any of its rights, benefits or obligations arising out of the Centre Agreement to any other third party without VTCT's prior written consent.
- 26.2. Where VTCT has given written consent under clause 25.1, the Centre will be responsible for ensuring that the third party has appropriate capacity and capability to ensure the provision of the services under the Centre Agreement at all times and will agree in writing to any requirements VTCT may have in providing its consent under clause 25.1. The Centre shall remain liable at all times to VTCT for the acts, errors or omissions of any such third party.
- 26.3. The Centre shall ensure that any such third party appointed by the Centre under this clause 25 to provide any services:
- 26.3.1. complies with all aspects of the Centre Agreement and it is subject to legally binding terms not less onerous than the terms of the Centre Agreement; and
 - 26.3.2. clearly discloses its status and relationship with the Centre in any communication with Learners and/or other Users in connection with Qualifications.
- 26.4. For the avoidance of doubt, where VTCT has given written consent under clause 25.1, such consent does not extend to the right of the Centre to sub-license any of its rights in respect of VTCT Intellectual Property (including in respect of the VTCT Approved Centre Logo). Any use of VTCT Approved Centre Logo and/or other VTCT Intellectual Property, and any other activity that could reasonably associate such third party with VTCT shall require prior written consent of VTCT given in respect of such third party.
- 26.5. VTCT may at any time assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights and/or obligations under the Centre Agreement, provided that any assignment, transfer or other disposition shall be only to another Awarding Organisation. VTCT shall notify the Centre as soon as reasonably practicable after any such assignment, transfer, or other disposition of its rights and/or obligations under this clause 27.5.



26.6. VTCT may subcontract or delegate in any matter any of its obligations under this Agreement to any third party and shall notify the Centre, as soon as reasonably practicable after any such subcontracting or delegation has occurred.

27. General

- 27.1. At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be reasonably required for the purpose of giving full effect to the Centre Agreement.
- 27.2. Subject to clause 26.3, no amendment or variation of the Centre Agreement shall be effective unless it is in writing and duly executed by or on behalf of each of the Parties.
- 27.3. VTCT may from time to time amend or vary the terms of this Agreement upon written notice to the Centre, when such amendment or variation becomes necessary or desirable to comply with the Regulatory Requirements or for reasons related to VTCT's business. Any variation or amendment of this Agreement shall take effect from the date specified in the notice of variation or amendment.
- 27.4. For the avoidance of doubt, VTCT may at any time amend or vary any or all of the VTCT Policies and Procedures by publishing the amended or varied version(s) on the Website or otherwise making it available to the Centre. Any such variation or amendment takes effect from the date of such publication or notification.
- 27.5. The invalidity, illegality or unenforceability of any term, part-term of or any right arising pursuant to the Centre Agreement will not affect the validity, legality or enforceability of its remaining terms. If any term or part-term is found unenforceable or invalid, insofar and to the extent permissible by law, the Parties will negotiate in good faith to amend such term such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, it achieves the Parties' original commercial intention. If such modification is not possible, the relevant term or part-term shall be deemed deleted.
- 27.6. Neither Party will be in breach of the Centre Agreement nor liable for a delay or failure in performance resulting from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party will be entitled to a reasonable extension of the time allocated for performing its obligations. If the period of delay or non-performance continues for thirty (30) days from the date of occurrence, the Party not affected may terminate the Centre Agreement by giving fourteen (14) days' written notice to the other Party.
- 27.7. Without prejudice to any other rights or remedies that VTCT may have, the Centre acknowledges and agrees that damages alone may not be an adequate remedy for breach of the terms of the Centre Agreement and that VTCT shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach by the Centre of any of the terms of the Centre Agreement.
- 27.8. Any notice under or in connection with the Centre Agreement must be in writing and correctly addressed. Notices/communications may be given by either Party by pre-paid first-class post or other next Business Day delivery service (to the main business address for both Parties) or by email, in the case of the Centre to the authorised person whose email address is stated in the Application for Centre



Approval (or otherwise notified to VTCT), and in the case of VTCT, to that of the VTCT representative whose email address will be specified in any Approval confirmation notice. A notice will be deemed received three (3) days after posting if sent by first-class post or other next Business Day delivery service and at 5pm on the day of sending if sent by email, provided that any notice received on a weekend or public holiday or after 5 pm (local time at the place of receipt) will be deemed to be received on the next Business Day. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any other method of dispute resolution.

- 27.9. A person who is not a Party to the Centre Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any of the terms and conditions in the Centre Agreement.
- 27.10. Nothing in the Centre Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
- 27.11. A waiver of any right or remedy under the Centre Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under the Centre Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Centre Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 27.12. The Centre Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Centre Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Centre Agreement and each Party acknowledges that, in entering into the Centre Agreement, it has not relied on any representation or warranty.
- 27.13. Each Party agrees that the Centre Agreement and the relationship between the Centre and VTCT will be governed by and construed in accordance with the law of England and Wales and that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Centre Agreement or its subject matter or formation.



Schedule 1 VTCT POLICIES AND PROCEDURES

1. Centre Handbook
2. Assessment Guidance Handbook
3. Introductions for Conducting Exams
4. Invoicing Policy
5. Sanctions Policy
6. Enquiries and Appeals Policy
7. Complaints Policy
8. Malpractice and Maladministration Policy
9. Moderation Policy
10. Equality and Diversity policy
11. External Whistleblowing Policy
12. Occupational Competence Guidelines
13. Reasonable Adjustments and Special Considerations Policy
14. Recognition of Prior Learning Guidance
15. Packaging Products Policy
16. Transfer of Learners Between Centres Policy
17. Information Management and Data Protection Policy
18. Conflict of interest policy
19. Policy for the withdrawal of Approval
20. VTCT Brand Identity Guidelines



Document amendment history page

Version	Document Owner	Issue Date	Changes	Role
v1.2	Quality and Processing Manager	23/10/2017	To include ITEC	Quality Assurance Supervisor
v2	Quality and Processing Manager	12/02/2018	Formatted and updated branding	Qualification Administrator
v3	Quality and Processing Manager	21/05/2018	To include clauses for GDPR	Quality and Processing Supervisor
V4	Head of Quality	06/03/2019	Updated formatting to new style	Compliance Manager
V5	Head of Quality	30/04/2019	Inserted clause 22.12	CFO

Document Review

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Quality Assurance Manager	Reviewed

Document Owner

Document Owner	Document shared with
Head of Quality	

Document Sign-off

Role	Sign-off Date
Executive Director of Awarding	13/02/2018