



## EDUCATION QUALIFICATIONS

These Service Specific Terms will apply between L&D and the Client for Education Qualifications.

For the purpose of these Service Specific Terms and the applicable Order Form, the following definitions will apply:

### 1 DEFINITIONS

**“Approval and Accreditation Manual”** means L&D’s document that outlines the rules and regulations to achieve and maintain approved status as an Approved Centre for Ofqual regulated assessments and BCS Qualifications.

**“Approval Process”** means the process carried out by L&D to determine whether the Centre meets all requirements, obligations and standards set out in the Approval and Accreditation Manual.

**“Approval Audit”** means the initial audit activity carried out in conjunction with the Approval Process to determine whether the Centre meets all requirements, obligations and standards set out in the Approval and Accreditation Manual.

**“Approved Assessment”** means an assessment to ascertain a Learner’s competence in matters included in the syllabus for each and every individual qualification, as modified by L&D from time to time, which assessment is the subject of an approval granted by L&D (or associated owner of the Concept, where appropriate) which approval has not expired or been revoked.

**“Approved Assessment Methodology”** means a method of conducting an Approved Assessment as outlined in the Operational Requirements Manual.

**“Approved Assessment Procedure”** means for each Approved Assessment, procedures (as modified by L&D from time to time) specified by L&D (or associated owner of the Concept, where appropriate) for the conduct and processing of that Approved Assessment.

**“Approved Centre”** means an organisation approved and licensed by L&D to undertake Qualification Delivery (and potentially other activities), which approval and licence have not expired or been revoked.

**“Approved Centre Forum”** means a dedicated secure area of the L&D website, accessible only to Approved Centre registered staff. The Approved Centre Forum contains the Price List and relevant updates and information regarding BCS Qualifications and ICDL Certification Programmes and with facilities to carry out the administration of the Approved Centre, which may be updated from time to time. The Client may request an electronic copy of the latest documents from L&D.

**“Approved Centre Renewal Fee”** means the annual fee payable by the Client in respect of the renewal of the Approved Centre status by L&D.

**“Approved Centre Annual Audit”** means the audit activity carried out by L&D for the renewal of the Approved Centre status.

**“Approved Centre Certificate”** means the certificate issued by L&D to the Client which certifies that the Client is licensed by L&D to exercise any of the rights granted under this Agreement.

**“Approved Certificate”** means any certificate of competency approved and granted by L&D to persons which certifies the named person has successfully passed the required number of Approved Assessments or completed the required assessment level conducted at an Approved Centre in accordance with the Operational Requirements Manual.

**“ATS”** means Automated Testing System.

**“BCS Qualification”** means any qualification owned by or licensed or sub-licensed to and run by L&D which L&D makes available to the Client.

**“BCS Qualification Syllabus”** means the syllabus for each BCS Qualification as may be changed, suspended, withdrawn or replaced in whole or in part by L&D from time to time.

**“Certification Programmes”** means the ICDL Certification Programmes which L&D have implemented in Great Britain, Northern Ireland (including Jersey, Guernsey and the Isle of Man), the Falkland Islands and Tristan da Cunha.

**“Concept”** means the idea and purpose underlying the BCS Qualifications.

**“Concept Owner”** means the organisation that is responsible for ownership of the Concept that underlies BCS Qualification(s).

**“DMP”** means the digital modular programme owned by or licensed or sub-licensed to and run by L&D which L&D makes available to the Client.

**“DMP – Resources for Approved Centres Website”** means a dedicated area of the L&D website, accessible only to Approved Centre registered staff which contains the relevant updates and information regarding DMP and with facilities to carry out the administration of the Approved Centre including without limitation the auditing, booking and administering exams and generating invoices, which may be updated from time to time.

**“Education Qualifications”** means any programmes/qualifications delivered under these Service Specific Terms.

**“Equalities Law”** means the Equality Act 2010, any Act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England and Wales which has an equivalent purpose and effect.

**“General Conditions of Recognition”** means all conditions to which an awarding organisation’s recognition is subject (including other conditions imposed under section 132(3)(d) of The Apprenticeships, Skills, Children and Learning Act 2009 and any subsequent changes to this legislation).

**“ICDL”** means International Certification of Digital Literacy.

**“ICDL Foundation”** means ICDL Foundation, incorporated and registered in Ireland with company number 259212 with its registered address at Level 1, The Chase, Arkle Road, Sandyford, Dublin, D18 Y3X2, Ireland.

**“ICDL Trade Mark”** means the registered and unregistered trade marks in Clause 6 of these Service Specific Terms owned by the ICDL Foundation for which L&D has the right to sub-licence under this Agreement.

**“Investigation Audit”** means the investigation of any substantive allegation malpractice or maladministration of which it becomes aware of which relate to any BCS Qualification in accordance with the Malpractice and Maladministration Policy and Procedure.

**“Learner”** means an individual who is registered at an Approved Centre to undertake a course of study at an Approved Centre for a BCS Qualification and to be assessed as part of that qualification.

**“Moderation”** means the process through which the marking of Approved Assessments by the Approved Centre is monitored to make sure it meets required standards and through which adjustments to results are made, where required, to ensure that results are based on the required standard. This includes verification.

**“MQTB”** means Manual Question and Test Base pertaining to the relevant Certification Programme.

**“Operational Requirements Manual”** means a manual, found on the Approved Centre Forum or DMP – Resources for Approved Centres Website (as applicable), that outlines the key operating principles and regulatory requirements that Approved Centres must adhere to in full. This manual may be updated by L&D from time to time.

**“Qualifications Delivery”** means all activities undertaken on behalf of L&D by the Approved Centre in respect of a BCS Qualification from and including the registration of Learners, the transport of scripts or other assessment materials, the setting, holding and marking of Approved Assessments and the award by the Approved Centre of the BCS Qualification and includes any other activities relating to the delivery or award of the qualification.

**“Quality Standards”** means the quality standards issued by L&D in writing from time to time.

**“Specified Address”** means the address or addresses approved in writing by L&D where the activities licensed in Clause 2 of this Schedule 5 be conducted.

## **2 APPROVAL, LICENCE AND CONSIDERATION**

- 2.1 L&D will promptly after the Effective Date of the applicable Order Form (and subsequently on an annual basis) undertake the Approval Process to assess whether the Client meets the requirements and obligations for Approved Centre status.
- 2.2 The Client will pay the Approved Centre Fee and the Approved Centre Renewal Fee (if applicable). Each such fee will be payable and non-refundable, regardless of whether the Client becomes an Approved Centre.
- 2.3 If the Client has demonstrated compliance with the requirements and obligations set out in the Approval and Accreditation Manual, L&D will grant the Client the status of an Approved Centre and will issue an Approved Centre Certificate.
- 2.4 The Client will pay to L&D the Approved Centre Renewal Fee any other fees to facilitate the Approved Centre Approval Renewal Process as notified and agreed from time to time between the parties.
- 2.5 L&D grants to the Client a non-exclusive, non-transferable licence to conduct Approved Assessments as an Approved Centre for BCS Qualifications, the Certification Programmes or other associated Concepts as specified in this Agreement at the Specified Address in accordance with the Operational Requirements Manual subject to and on the terms of this Agreement.

## **2 UNDERTAKINGS OF L&D**

- 3.1 L&D will:
  - (a) issue to the Client a copy of the current version of each BCS Qualification Syllabus, Approved Assessments and Approved Assessment Procedures which may from time to time be updated by L&D;
  - (b) issue an Approved Certificate to each Learner who passes the required number of Approved Assessments in respect of the relevant BCS Qualification conducted by the Client (or any other Approved Centre) in accordance with the relevant Approved Assessment Procedure;
  - (c) provide training for staff nominated by the Client by L&D and subsequently as required by the Approved Assessment Procedures or as requested by the Client, charges for these to be agreed from time to time; and

- (d) in cases where applicable and where the Client operates a system of manual testing, issue the Client with a copy of the current version of the Manual Question and Test Base (“MQTB”) in respect of each current version of each BCS Qualification Syllabus or associated Concept Syllabi.

#### 4 UNDERTAKINGS OF THE APPROVED CENTRE

##### 4.1 The Client will:

- (a) conduct Approved Assessments in accordance with the Approved Assessment Procedures and in conformity with any additional Quality Standards issued by L&D;
- (b) cease to use all materials that are superseded or withdrawn or where the approval has expired provided always that L&D will inform in writing the Client if such an approval is superseded, withdrawn or if it expires;
- (c) inform L&D if it becomes aware of any fact or circumstance which may affect its ability to comply with Approved Assessment Procedures or any Quality Standards;
- (d) maintain all records and data consistent with the proper and effective conduct and administration of the activities which are the subject of this Agreement;
- (e) provide to L&D within twenty-eight days of receiving a request all relevant information and data reasonably requested by L&D, Ofqual or any other regulatory authorities. Permit L&D, its employees and agents and the representatives of any relevant Government department or regulatory body who are exercising official duties to have reasonable access to the premises, relevant accounts, records, documentation and systems as agreed with the Client at the time;
- (f) permit L&D and its employees and agents (and the employees and agents of regulatory bodies) to have reasonable access to carry out onsite renewal visits to the relevant premises, accounts, records, documentation, systems and software held and/or maintained by or on behalf of the Client for BCS Qualification testing and assessment;
- (g) permit L&D and associated persons to observe assessment procedures performed by the Client so that L&D may be satisfied that the provisions of this Agreement are being complied with in full by the Client. This may or may not occur as part of the BCS Approved Centre Renewal Process;
- (h) where possible accommodate learners who move between Approved Centres by providing assessments to learners who have commenced their qualification at another BCS Approved Centre;
- (i) display the BCS Approved Centre Certificate in a prominent place within the Specified Address; and
- (j) ensure that they meet the set up requirements for automated testing.
- (k) comply with the current and updated and additional requirements as L&D may issue from time to time and as outlined in L&D’s policies, qualification specifications and Client guidance materials and the Client acknowledges and agrees that such compliance is required so that the Client may deliver and continue to deliver the BCS Qualification and in so doing, the Client agrees to take all necessary steps to ensure that L&D is able to comply with the regulatory requirements placed on L&D including compliance with its General Conditions of Recognition and such other Conditions that Ofqual stipulates apply to L&D;
- (l) have effective communication arrangements in place to ensure that the Client’s Learners and staff are fully informed of the requirements associated with BCS’ Qualifications;
- (m) not make any statements, advertisements or promotions in relation to BCS Qualifications that are likely to mislead Learners and other users of the qualifications;
- (n) notify L&D if it wishes to withdraw from offering an approved BCS Qualification in accordance with the BCS Qualification withdrawal process and/or is unable to continue to offer approved BCS Qualifications;
- (o) co-operate fully with L&D in cases where either the Client withdraws, or L&D decides to withdraw the Client, from its role in delivering a BCS Qualification. This co-operation will be provided whether the withdrawal is voluntary or via the application by L&D of sanctions in accordance with L&D’s sanctions policy;

- (p) take all reasonable steps to protect the interests of Learners in the case of a withdrawal of a BCS Qualification from the Client (e.g. make best endeavours to find alternative Centres for any current registered Learners in order that they may complete the qualification and/or seek certification from L&D for any achievements that Learners may have obtained to date);
- (q) assist L&D in carrying out monitoring activities and Moderation and visits by L&D to the Approved Centre and assist Ofqual and other regulatory authorities in any investigations or monitoring activities or Moderation they may carry out in relation to the delivery of regulated qualifications or L&D activities;
- (r) (if applicable to the Client), works in accordance with any instruction issued by L&D to change the marking of evidence generated by a Learner during an assessment and in so doing, applies such change uniformly in the marking of every assessment of a Learner to which the change applies;
- (s) promptly inform L&D of any material changes to the information given in the Approved Centre's Application for Centre Recognition or in the Application for Qualification Approval. If the Approved Centre fails to do so, L&D reserves the right to terminate the Client's approval by written notice to the Client, effective from the date stated in that notice;
- (t) acknowledge and accept that if it is in breach of reasonable requirements specified by L&D and/or associated regulatory criteria, sanctions may be imposed in accordance with the L&D sanctions policy; and
- (u) declare that to the best of its knowledge (having made all due, prudent and careful enquiry) there is no information, that if disclosed might reasonably be expected to affect L&D's decision to approve the Client.

## **5 REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

### **5.1 QUALITY ASSURANCE AND MANAGEMENT**

The Client represents, undertakes and warrants on the Effective Date and throughout the Term that it:

- (a) is the named point of accountability and is solely responsible for the quality assurance, management BCS Qualifications that L&D makes available;
- (b) has the financial and technical resources and the systems necessary to support the delivery of BCS Qualifications;
- (c) has buildings necessary to support BCS Qualifications that provide access for all Learners in accordance with relevant legislation;
- (d) has systems in place to track the progress of Learners; ensure consistency of standards and support equality of opportunity;
- (e) will document the respective roles and responsibilities of each partner where a partnership arrangement exists between other organisations; and
- (f) meets the quality assurance requirements covered during the Learner application process.

### **5.2 STAFF RESOURCES**

The Client represents, undertakes and warrants on the Effective Date and throughout the Term that it:

- (a) has arrangements and documentation in place which are up to date and appropriately communicated and implemented across the Client and across any partner sites/organisations, sub-contractors and third parties for:

5.2.a.1 appeals by Learners and with a defined appeals policy and procedure; and

5.2.a.2 the handling of complaints and with a defined complaints handling policy and procedure for this which is available and accessible by Learners.

- (b) has and retains staff of the appropriate number and competence to undertake the delivery of the BCS Qualifications in accordance with L&D's requirements from time to time and will take all reasonable steps to ensure the competence of such staff where this is required for the assessment of the BCS Qualifications that L&D makes available, or proposes to make available, and notifies to the Client;

- (c) ensures that it has available, sufficient managerial and other resources to enable it to undertake the delivery of the BCS Qualification(s) effectively and efficiently and as required by L&D;
- (d) provides staff with appropriate inductions and professional development (including a development plan) to ensure staff maintain their expertise and competence for the BCS Qualifications that L&D makes available, or proposes to make available, and notifies to the Client;
- (e) is responsible for maintaining up to date staff records at all times relating to the activities connected with the development and delivery of the BCS Qualifications;
- (f) ensures that staff involved with a BCS Qualification fully understand the relevant qualification specification(s) and requirements provided by L&D, and at all times comply with such specification(s) and requirements in order to deliver and to continue to deliver the qualification;
- (g) ensures that under no circumstances are Approved Assessments (if applicable to the Client) undertaken by any person who has a personal interest in the result of the assessment including but not limited to internal verifiers signing off their own assessments or someone assessing the work of a family member or whose pay is unduly influenced by positive assessment results;
- (h) uses buildings that provide access for Learners for assessment purposes in accordance with relevant Equalities Law;
- (i) ensures that the appropriate range of relevant and current equipment required to deliver and (if applicable to the Client) assess a BCS Qualification is available in accordance with the associated qualification specification(s) and that this is reasonably maintained; and
- (j) has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of BCS Qualifications.

### 5.3 DELIVERY OF QUALIFICATION

The Client represents, undertakes and warrants on the Effective Date and throughout the Term that it:

- (a) has appropriate arrangements and agreements in place with any third parties who provide goods or services to the Client which contribute to the delivery and/or assessment of the BCS Qualification(s);
- (b) has an appropriate and effective system and records for the management of all (where permitted) sub-contracted services, if any, and that all policies and requirements referred to in this application apply to any satellite sites affiliated to the Client, including but not limited to remote assessment sites (if applicable to the Client) or delivery sites;
- (c) has appropriate internal quality assurance arrangements in place to ensure the effective and efficient delivery of the approved BCS Qualifications it will offer and these are underpinned by appropriate records;
- (d) ensures it has effective communications systems in place with third parties and sub-contractors (where permitted) to keep them up to date with the requirements of L&D and the regulatory authorities;
- (e) takes all steps necessary to prevent the loss, theft of, or breach of confidentiality in, Approved Assessment materials and if such an incident occurs then the centre must immediately inform L&D;
- (f) ensures that there is a process for the secure storage of examination and assessment material and that such material is stored and handled securely in line with that process and the requirements of L&D;
- (g) takes all reasonable steps necessary to prevent incidents of malpractice or maladministration from occurring;
- (h) promptly takes all reasonable steps necessary to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents;
- (i) promptly notifies L&D of any incidents of malpractice or maladministration in line with the requirements of L&D's malpractice/maladministration policy;
- (j) provides access to documents, records, data, staff, third parties, sub-contractors, Learners, satellite centres or any other resource required by L&D and its appointed representatives and/or the regulatory authorities during an investigation of the Client of malpractice or maladministration;

- (k) develops a full action plan for managing and rectifying the negative impact caused by any incident of malpractice or maladministration, which may include taking any proportionate action to ensure it does not recur in the future, and that such action plans are made available to L&D upon request;
- (l) regularly reviews its internal procedures for preventing and investigating incidents of malpractice or maladministration and makes any improvements necessary to ensure they remain relevant and fit for purpose;
- (m) understands, acknowledges and accepts that whilst L&D has a regulatory responsibility to protect the interests of Learners, the Learners are recruited and registered by the Approved Centre and not L&D and therefore any services the Learners receive, or fees they pay, in respect of the delivery of courses for L&D Qualifications or otherwise, are the responsibility of the Approved Centre;
- (n) registers/enters Learners for Approved Assessment in an efficient manner which adheres to L&D's registration timetables and in doing so abides by any restrictions regarding the minimum period of time Learners must be registered with L&D before exam registration/certification;
- (o) takes all reasonable steps to ensure that all relevant Client staff understand how and when to apply for Learner registration and exam registration/certification;
- (p) ensures that all appropriate and reasonable arrangements are in place to confirm the identity of all Learners enrolled at the Client and registered on BCS Qualifications;
- (q) maintains all Learner records and details of their achievement in an accurate, timely and secure manner in line with the requirements of L&D and Data Protection Law and makes these records available for external quality assurance and auditing purposes, as required;
- (r) ensures that Learners receive appropriate induction and support when enrolled on a BCS Qualification;
- (s) has appropriate administrative systems in place to track the progress of Learners towards their target awards and ensures the validity of any claims for certification;
- (t) where appropriate and unless a Learner chooses not to have one, has arrangements in place to obtain on behalf of its Learners a unique learner number (ULN/SCN) and a Learner record;
- (u) where appropriate to the qualification/unit, has in place arrangements that allow for recognition of prior learning (RPL)/accreditation of prior learning (APL);
- (v) takes all reasonable steps to guard against fraudulent or mistaken claims for certificates;
- (w) keeps relevant assessment and Learner records, for at least three (3) years from the end of the year to which they relate, for all BCS Qualifications and makes these available to L&D upon request;
- (x) undertakes Approved Assessments in accordance with the Approved Assessment Procedures and in accordance with any requirements outlined by L&D in the associated qualification specification (including but not limited to specific conditions for certain assessment methods such as exams) and in so doing, takes into account all admissible evidence generated by each Learner;
- (y) has in place effective arrangements to ensure that, as far as possible, the criteria against which Learners' performance is assessed/differentiated are fully understood by assessors and applied accurately and consistently by assessors regardless of the identity of the Learner; and
- (z) notifies L&D in advance and seeks L&D's approval, if it wishes to deliver, or assess a BCS Qualification in another language other than English;

## 6 TERMINATION

6.1 L&D may terminate an Order Form for Education Qualifications by giving written notice to the Client if:

- (a) the Client fails to maintain the standards required to remain an Approved Centre;
- (b) material changes to the Client are not notified to L&D;

- (c) audit visits and/or checks requested by L&D or an Authorised Body are not reasonably facilitated or conditions arising from audit visits are not met within the specified time period;
- (d) Misleading claims about the accreditation status of any course are made;
- (e) Clear evidence is received that accredited materials are in breach of copyright;
- (f) Accommodation requirements for examinations are not met;
- (g) No candidates are entered for examination for any rolling 12 month period;
- (h) Candidates from three consecutive courses have pass rates 10% below the average pass rate for the qualification; and
- (i) applicable minimum exam numbers stated in the Order Form are not met.

6.2 An Order Form for Education Qualifications will terminate in part upon the termination or expiration of the licence agreement between L&D and ICDL Foundation in which the Client will no longer be entitled to conduct Approved Assessments for ICDL Certification Programmes.

## 7 ICDL TRADE MARKS

7.1 L&D has the right to sub-licence certain Trade Marks owned by ICDL. Where applicable, L&D grants a non-exclusive, non-transferable sub-licence to the following ICDL owned Trade Marks to the Client:

- a) "ICDL" (UK Trade Mark Registration No: UK00903431012 AND UK00003202019);
- b) "International Certification of Digital Literacy" (Unregistered Trade Mark); and



- c) **The Digital Skills Standard** (Unregistered Trade Mark).

Together, the "ICDL Trade Marks".

7.2 The Client will comply with Clause 7 of the Agreement in the course of Qualification Delivery involving the ICDL Trade Marks, with ICDL Trade Marks falling under "Licensed Materials".