

Prospect Awards CIC Regulated Qualification Centre Approval Terms of Service

1. SECTION: Policy and procedures

- a. We (the centre) confirm that we will have prior to commencing the course the following arrangements and/or documents in place and that they are up to date and appropriately communicated across the centre and any partner sites/organisations.
- b. We agree to upload these documents to the secure location on PLAZA (Centre Documents Section – Templates are available in PLAZA)
 - i. Equal Opportunities and Diversity Policy
 - ii. Learner Appeals Procedure
 - iii. Complaints policy and/or process which learners can access
 - iv. Prevention and Investigation of Malpractice and Maladministration Policy and Procedure
 - v. Assessment and Internal Verification Policy
 - vi. Special Considerations Policy
 - vii. Candidate Fair Access Policy
 - viii. Satellite Assessment Policy (if required)
 - ix. Copying and Plagiarism Policy
 - x. Recognition of Prior Learning Policy
 - xi. GDPR/Data Protection Policy
 - xii. Conflict of Interest Policy

2. SECTION: Staff and physical resource – The ‘Centre’

- - a. We will retain staff of appropriate size, competence, experience and track record to undertake the delivery of the qualification
 - b. We will ensure that the centre has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualifications as required by Prospect Awards
 - c. We will undertake to provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain their expertise and competence for the above-named qualification (s) .
 - d. We understand that it is the centre’s responsibility to maintain the currency of staff details in the “centre profile” in the system and that any misleading information provided may result in sanctions being applied
 - e. We will ensure that staff involved with a qualification will fully understand the relevant qualification specification(s) provided by the centre and will comply with its provisions.
 - f. We will ensure that assessments are not undertaken by any person who has a personal interest in the result of the assessment (e.g. IVs signing off their own

assessments; or someone whose pay is unduly influenced by positive assessment results).

- g. We will use buildings that provide access for learners for assessment purposes, in accordance with relevant equalities legislation.
- h. We will ensure that the appropriate range of relevant and current equipment required to deliver and assess the qualification are available in accordance with the associated specification(s) and that these are reasonably maintained.
- i. We confirm that the centre has the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of Prospect Awards qualifications.
- j. We confirm that we will update the staff tab in the PLAZA system with details of the key staff who we will use to support the delivery of the qualification (s)
- k. We confirm that we will provide relevant resources to support the delivery of the qualification (s)

3. Section Award Delivery. The Centre

- a. Will have appropriate internal verification arrangements in place to ensure the effective and efficient delivery of the approved qualifications we will offer, and these are underpinned by appropriate records.
- b. Will prevent and manage any potential/actual conflicts of interest in the delivery of our qualifications.
- c. Will have appropriate arrangements and agreements in place with any third parties who provide goods or services to the centre which contribute to the delivery and/or assessment of the qualification (s) .
- d. Have appropriate and effective management of all sub-contracted services and that requirements will apply to any satellite sites affiliated to the centre (e.g. remote assessment sites or delivery sites).
- e. Will ensure we have effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of Prospect Awards
- f. Take all reasonable to steps to prevent the loss, theft of, or breach of confidentiality in, assessment materials and should such an incident occur then the centre will immediately inform Prospect Awards
- g. Will ensure the security of any examination/assessment material in respect of storage and the handling process in line with the requirements of Prospect Awards in relation to the qualifications we will offer.
- h. Will take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- i. Will take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- j. Will promptly notify Prospect Awards of any incidents of malpractice or maladministration in line with the requirements of Prospect Awards malpractice/maladministration policy.
- k. Will provide access to documents, records, data, staff, third parties, sub-contractors, learners, satellite centres or any other resource required by Prospect Awards and/or, where relevant, the appropriate regulatory authorities during an investigation/monitoring activity.

- l. Will regularly review our internal procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.
- m. Will develop an action plan for managing and rectifying the negative impact of any incident of malpractice or maladministration to ensure it does not recur in the future – and that such action plans will be made available to Prospect Awards upon request
- n. Understand and accept that whilst Prospect Awards have a regulatory responsibility to protect the interests of learners, learners are recruited by our centre therefore any services they receive, or fees they pay are the responsibility of the centre.
- o. Will register/enter learners for assessment in a manner which adheres to Prospect Awards requirements and will abide by any restrictions regarding the minimum amount of time that learners must be registered with Prospect Awards before certification.
- p. Will take reasonable steps to ensure that all relevant centre staff understands how and when to apply for learner registration and certification.
- q. Will ensure that appropriate and reasonable arrangements are in place to confirm the identity of all learners enrolled at the centre and registered on Prospect Awards qualifications.
- r. Will maintain accurate learner records and details of achievement in line with the requirements of Prospect Awards and make these records available for external verification and auditing purposes, as required.
- s. Will ensure that learners receive appropriate inductions and support when enrolled on an Prospect Awards qualification
- t. Will have appropriate administrative systems in place to track the progress of learners towards their target awards and to ensure the validity of any claims for certification.
- u. 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/SCNI) and a personal learning record
- v. Have or will put in place appropriate staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits and recording of exemptions (where appropriate).
- w. Where appropriate to the qualification, has in place arrangements that allow for recognition of prior learning (RPL)
- x. Will take all reasonable steps to guard against fraudulent or mistaken claims for certificates.
- y. Will keep relevant assessment and learner records, for and the minimum specified amount of time and make these available to Prospect Awards upon request.
- z. Agree to undertake assessments in accordance with any requirements in the associated qualification specification and in doing so will take account all admissible evidence generated by each learner.
- aa. Will ensure that, as far as possible, the criteria against which learner performance will be assessed/differentiated are understood and applied consistently by assessors regardless of the identity of the learner.
- bb. Agree to notify Prospect Awards in advance, and seek their approval, if we wish to deliver or assess an Prospect Awards qualification in another language other

than English.

4. SECTION: Overarching declaration. The Centre

- a. Agrees to promptly notify Prospect Awards should a change of control occur in relation to the ownership of the centre (e.g. taken over by another organisation/individual, a merger, or any insolvency or bankruptcy proceedings have commenced against the centre) or there is a change in the company's legal status.
- b. Agrees to promptly notify Prospect Awards if the centre is held by a court or any professional, regulatory, or government body to have breached a provision of any other legislation or any regulatory obligation to which it is subject (this would include a Companies House Dissolution
- c. Agrees to promptly notify Prospect Awards if the centre becomes insolvent or subject to corporate financial restructuring or bankruptcy proceedings.
- d. Agrees to comply with requirements from Prospect Awards as updated and amended from time to time and as outlined in their operating manual, qualification specifications and guidance materials.
- e. Agrees to take all reasonable steps to help ensure that Prospect Awards is able to comply with the regulatory requirements placed on it and relevant to the qualification (s) we intend to offer.
- f. Will take all reasonable steps to comply with requests from Prospect Awards for information, data or documents required by Prospect Awards or, where relevant to the qualification (s) we will offer by the regulatory authorities as soon as practicable.
- g. Will provide payment of all valid invoices presented by Prospect Awards within the stated terms and conditions of the invoices.
- h. Understands that failure to pay Prospect Awards in accordance with the payment terms associated with its qualifications may result in services being suspended and/or qualification approval being removed.
- i. Agrees to promptly update the centre profile in the PLAZA system should any changes occur to the information held on it.
- j. Has effective communications arrangements in place to ensure that the learners and staff are fully informed of the requirements associated with Prospect Awards qualification
- k. Will not make any use of Prospect Awards trademarks, trade names, logos or other insignia except as expressly agreed in writing with Prospect Awards and in accordance with all of Prospect Awards' written instructions from time to time.
- l. Will not make any statements, advertisements or promotions in relation to Prospect Awards qualifications that are could mislead learners and other users of the qualifications.
- m. Will comply with all relevant legislation (including (not exclusively) data protection, health and safety and equalities law).
- n. Agrees to notify Prospect Awards if the centre wishes to withdraw from offering

an approved Prospect Awards qualification in accordance with our qualification withdrawal process and/or is unable to continue to offer approved Prospect Awards qualifications.

- o. Will cooperate fully with Prospect Awards in cases where either the centre or Prospect Awards decides to withdraw the centre from offering a qualification (s) (e.g. whether the withdrawal is voluntary or via the application by Prospect Awards of sanctions).
- p. Will take all reasonable steps to protect the interests of learners if a qualification is withdrawn from the centre (e.g. make best endeavours to find alternative centres or seek certification for any achievements they have obtained).
- q. Will assist Prospect Awards and/or, where relevant, the appropriate regulatory authorities in carrying out any reasonable investigations/monitoring activities in relation to the delivery of regulated qualifications or Prospect Awards activities at we r centre.
- r. Will work in line with any instruction issued by Prospect Awards to change the marking of evidence generated by a learner during an assessment
- s. Accepts that, if the centre is in breach of reasonable requirements specified by Prospect Awards and/or associated regulatory criteria, sanctions may be imposed in accordance with the Prospect Awards sanctions policy.
- t. Will promptly notify Prospect Awards when it has cause to believe there has, or is likely to be, a major non-compliance with documented procedures and requirements and/or relevant associated regulatory requirements.
- u. Understands and accepts that Prospect Awards may terminate the recognition/approval for all or some of the qualification approvals assigned to the centre without penalty at any time upon 30 days written notice.
- v. Understands the Centre can terminate this agreement by giving 1 months written notice and the agreement will terminate at the end of the one (1) month notice
- w. Understands that Prospect Awards may terminate without notice the Agreement under the Sanctions Policy in force at the time due to Centre Malpractice or Maladministration, or if the centre becomes insolvent, or the centre does not pay or the centre does not register any learners within a 18 month period.
- x. That on termination of the Agreement for whatever reason all charges owed by the Centre to Prospect Awards will become payable immediately.
- y. Agrees that if this application is accepted it will form a contract between the centre and Prospect Awards and will be referred to where there is any dispute or disagreement relating to the role and responsibilities of our centre.
- z. Agrees that if Prospect Awards terminates the approval, giving notice in writing, that we shall immediately cease providing the qualifications (to which this approval relates) and all related thereto.
- aa. Agrees to promptly inform Prospect Awards of any material changes to the information given in this application. If the centre fails to do so, Prospect Awards reserves the right to terminate approval by written notice to the centre, effective from the date stated in that notice.
- bb. To the best of your knowledge (having made all due and careful enquiry) that there is no information, if disclosed, might reasonably be expected to affect

Prospect Award's decision to approve the centre.

- cc. Understands that Prospect Awards will not be liable for any loss of profits, business or opportunity, any loss of goodwill or reputation, or any indirect or consequential loss or
- dd. damage suffered or incurred by your Centre or any third party arising out of or in connection with this Agreement
- ee. Agrees that Prospect's aggregate liability in respect of any loss or damage suffered by my Centre and arising out of or in connection with this Agreement, shall not exceed the amount of the fees actually paid to Prospect under the Agreement
- ff. Agrees that, forces/events outside of Prospect's reasonable control, (including acts of God, war, terrorism, fire, natural disasters and industrial action) delays (or suspends) the performance of Prospect's obligations as set out in this agreement. Prospect Awards will inform the Centre and relevant authorities when this occurs and when we hope to be able to meet our obligations once more.
- gg. Understands that Northern Ireland Law is the law which applies to this agreement for centres offering Prospect Awards Qualification and that where as a centre you seek approval for AIM Awards qualifications English Law is the Law which applies in this agreement for AIM Awards Qualifications
- hh. Agrees that following centre approval if any dispute arises in connection with the agreement (other than Prospect Awards deciding to withdraw centre approval as per above) the parties' representatives shall meet together as soon as reasonably possible (in any event within 1 month of notification) and seek to resolve the dispute and agree any necessary action.

5. **SECTION: Centre Authorisation** This section confirms that the person completing this form is authorised by the centre to do so and to agree to the requirements set out.

- a. By clicking the box below, I represent and warrant that I am the Head, Principal, Chief Executive or other representative of my 'Centre' and am duly authorised by my Centre to execute and deliver this agreement on behalf of my centre and I represent and warrant that this agreement is binding upon my centre in accordance with the terms as set out.

6. **SECTION: Prospect Awards Declaration**

- a. This section outlines Prospect Awards role in the qualification delivery process
- b. Prospect Awards confirms that it will:
- c. Set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications

- d. 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.
- e. Take all reasonable steps to protect the interests of Learners where the Centre withdraws from the delivery of a qualification
- f. 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
- g. Answer accurately, fully and within a reasonable time any reasonable enquiries received from users of qualifications.
- h. Provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes.
- i. Upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- j. Provide information in relation to the policy for issuing invoices
- k. Provide information in relation to the payment of invoices and the retention and content of invoices.
- l. Provide information in relation to the Sanctions policy to be applied in cases where centres fail to comply with the requirements of Prospect Awards.
- m. Provide information in relation to the written Complaints procedure; information on the Appeals process to enable the results of assessments to be appealed
- n. Provide information in relation to the published specification for each of the qualifications made available; published details of arrangements for making Reasonable Adjustments.
- o. Provide information in relation to the published details for arrangements for giving Special Consideration.
- p. Provide information in relation to the published details of the expected dates or timescales for the issue of results.
- q. 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.
- r. Personal data will be processed in accordance with PROSPECT Award's GDPR Policy Prospect Awards will not disclose information if to do so would breach a duty of confidentiality or any other legal duty.

End of Form