

Centre Agreement

This Agreement is made on 01 September 2018

Parties

- (1) Skills and Education Group Awards**, a company incorporated and registered in England and Wales with company number 04117784, and a registered charity (charity number 1086947), whose registered office is at Robins Wood House, Robins Wood Road Aspley, Nottingham, Nottinghamshire, NG8 3NH ("**SEG Awards**"¹).
- (2) The authorised representative of [Centre Name]** whose principal office is at [ADDRESS] and whose SEG Awards Recognised Centre number is [NUMBER] (the "**Centre**")]

together the "**Parties**" and each a "**Party**".

1 Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this clause apply to this Agreement:

¹ ABC Awards and Certa Awards are brands of Skills and Education Group Awards, a recognised awarding organisation and part of the Skills and Education Group. Any reference to ABC Awards or Certa Awards, the company address, company registration numbers and company VAT should be deemed to mean Skills and Education Group Awards.

**“SEG Awards
Intellectual
Property”**

any and all intellectual property rights of SEG Awards of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trademarks, 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.

**“SEG Awards’
Policies and
Procedures”**

means the policies and procedures applicable to the Recognised Centres published on the Website or otherwise made available to the Recognised Centres, as listed in Schedule 1, and as amended, supplemented and updated from time to time.

**“SEG Awards
Recognised Centre
Logo”**

means a logo designated by SEG Awards from time to time for use by the Recognised Centres in connection with the delivery of SEG Awards qualifications.

“Adverse Effect”	<p>means an adverse effect as defined in the applicable General Conditions of Recognition, including an act, omission, event, incident, or circumstance which:</p> <p>(a) gives rise to prejudice to Learners or potential Learners; or</p> <p>(b) adversely affects:</p> <p style="padding-left: 40px;">(i) the ability of SEG Awards to undertake the development, delivery or award of qualifications in accordance with its Regulatory Requirements;</p> <p style="padding-left: 40px;">(ii) the standards of qualifications which SEG Awards makes available or proposes to make available; or</p> <p style="padding-left: 40px;">(iii) public confidence in such qualifications.²</p>
“Agreement”	means this agreement.
“Application for Centre Recognition”	means an application submitted to SEG Awards for the purpose of obtaining Recognition, in the form prescribed by SEG Awards from time to time.
“Application for Qualification Approval”	means an application submitted to SEG Awards in conjunction with (or as part of) the Application for Centre Recognition, or at any time after Recognition, to request Approval and/or to add further Qualifications to the existing Approval, in the form prescribed by SEG Awards from time to time.
“Approval”	means approval granted by SEG Awards in respect of delivery of Qualifications by the Centre, and “Approved” shall be construed accordingly.
“Awarding Organisation / Body”	means an organisation recognised by a Regulator in respect of award of regulated qualifications.

² Regulatory definition

“Business Day”	means a day other than a Saturday, Sunday or public holiday in the UK.
“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.
“Commencement Date”	means the date when this Agreement is signed by both Parties
“Centre Agreement”	means the legally binding agreement between SEG Awards and the Centre for the Recognition and Approval on the terms set out in this Agreement, the Application for Centre Recognition, any Criteria, any Application for Qualification Approval and the SEG Awards Policies and Procedures.
“Criteria”	means any specific requirements that may be imposed by SEG Awards as part of Recognition and/or Approval , as notified to the Centre in writing upon Recognition and/or Approval, and/or at any time thereafter.
“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 Standard Conditions of Recognition, published by the Regulators from time to time.
“Delivery”	means the delivery of teaching and learning, assessment and internal quality assurance
“Key Personnel”	means any or all, as the context may require, of the following: Main Examinations Officer, Head of Finance, Head of Curriculum, Quality Assurance Manager; Principal/Head of Centre, and/or any other person/role named on the Application for Centre Recognition.
“Learner”	means a person who is registered to take an SEG Awards 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.

“Recognised Centre(s)”	means an organisation that has been recognised by SEG Awards as suitable to deliver SEG Awards qualifications.
“Recognition”	means the confirmation by SEG Awards that an organisation is considered by SEG Awards as suitable, subject to Approval, to deliver SEG Awards qualifications.
“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 SEG Awards is subject as an Awarding Organisation/Body, including the Conditions of Recognition and any other (general or specific) conditions imposed by any Regulator on SEG Awards from time to time, as notified by SEG Awards from time to time.
“Sanctions Policy”	means the SEG Awards sanctions policy from time to time forming part of the SEG Awards Policies and Procedures and setting out the rules, procedures and sanctions that may be applied by SEG Awards in the event of a failure by the Centre to comply with the provisions of the Centre Agreement.
“Systems”	means ABC Awards / Certa Awards and/or any other website and/or Systems of SEG Awards addressed to the Recognised Centres.
“Users”	means persons who have a legitimate interest in Qualifications which may include Learners and Learners’ representatives, prospective Learners, other Recognised Centres, teachers, assessors employers and employers’ representatives, further and higher education establishments, schools, government departments and agencies, and professional bodies.
“VAT”	means value added tax or any equivalent tax chargeable.

“Workforce” means persons available for work (including employees, workers and contractors).

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 The Centre Agreement shall be binding on 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.
- 1.5 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.
- 1.6 A reference to Regulatory Requirements is a reference to such Regulatory Requirements as may be amended, extended or re-enacted from time to time.
- 1.7 A reference to writing or written includes email.
- 1.8 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.
- 1.9 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.

Part 1 Recognised Centre Agreement

2 Agreement

- 2.1 Application for Centre Recognition shall be treated as an offer to enter into a Centre Agreement with SEG Awards, but shall not be binding on SEG Awards.
- 2.2 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.
- 2.3 Subject to a valid and current Approval, the Centre shall be entitled to deliver Qualifications subject to, the provisions of the Centre Agreement.
- 2.4 This Agreement, together with the Application for Centre Recognition, any Application for Qualification Approval, any Criteria and the SEG Awards 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.
- 2.5 If there is an inconsistency between the provisions of this Agreement, the Application for Centre Recognition, Application for Qualification Approval, Criteria and/or any of the SEG Awards Policies and Procedures, the following order of priority shall apply:
- The provisions of this Agreement;
 - Any Criteria;
 - SEG Awards Policies and Procedures;
 - Application for Qualification Approval; and
 - application for Centre Recognition.
- 2.6 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

3 General

The Centre shall at all times:

- 3.1 use its best endeavours to protect the interest of Learners in connection with the delivery of Qualifications;
- 3.2 take all reasonable steps to ensure that SEG Awards is able to comply with the applicable Regulatory Requirements;
- 3.3 comply with all laws and regulations relating to its activities under the Centre Agreement;
- 3.4 comply at all times with the SEG Awards Policies and Procedures;
- 3.5 promptly comply with requests for information or documents made by SEG Awards or the Regulator(s);
- 3.6 provide assistance, on request, to SEG Awards in carrying out any of its monitoring activities and co-operate with SEG Awards in all matters related to the delivery of Qualifications, including by allowing SEG Awards' staff access to any Centre's offices and teaching/examination/assessment sites and its Workforce;
- 3.7 provide all reasonable assistance to Learners and SEG Awards in respect of any transfer of Learners to a different Recognised Centre;
- 3.8 assist the Regulator(s) and any other relevant regulatory bodies in any investigations made for the purposes of performing regulatory functions;
- 3.9 comply with directions and/or sanctions imposed by SEG Awards in accordance with the Centre Agreement;
- 3.10 promptly notify SEG Awards 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;
- 3.11 promptly notify SEG Awards if it becomes subject to any enforcement or regulatory proceedings, that may affect its ability to deliver the Qualifications in accordance with the Centre Agreement; and
- 3.12 comply with, and procure that its Workforce comply with, any terms of use of SEG Awards Systems.

- 3.13 The Centre shall be solely responsible for obtaining (at its own cost) any licences or permits necessary for the delivery of Qualifications.
- 3.14 The Centre shall inform SEG Awards as soon as reasonably practicable if it 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 SEG Awards shall be entitled, without prejudice to SEG Awards' other rights and remedies, to modify, suspend or withdraw the Approval.
- 3.15 The Centre shall be responsible for all delivery locations it uses and SEG Awards reserves the right to visit any at any time in accordance with the provisions of the Centre Agreement.
- 3.16 In the event the Centre wishes to modify, add or withdraw certain or all of the Qualifications from its Approval, or amend or add examination/assessment venue), it shall submit an application to SEG Awards, in the form prescribed by SEG Awards from time to time. Approval of any such application shall be at SEG Awards' sole discretion.

4 Identification and management of risk

The Centre shall:

- 4.1 take all reasonable steps to ensure that it does not render SEG Awards unsuitable to continue to award its qualifications or perform its functions as an Awarding Organisation/Body, whether directly or indirectly, and whether by any act or omission;
- 4.2 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;
- 4.3 take all reasonable steps to identify the risk of the occurrence of any incident which could have an Adverse Effect;
- 4.4 notify SEG Awards, as soon as reasonably practicable upon becoming aware, of:
- 4.4.1 the risk of any incident which could have an Adverse Effect;
- 4.4.2 acts, omissions or incidents which have, or are likely to have, an Adverse Effect; and/or

- 4.4.3 any other act, omission or incident which may otherwise compromise the reputation of SEG Awards and/or any of the Qualifications;
- 4.5 following notification under clause 4.4, take all reasonable steps, in consultation with SEG Awards, to:
 - 4.5.1 prevent the incident from occurring or, where it cannot be prevented, reduce the risk of that incident occurring;
 - 4.5.2 prevent or mitigate any Adverse Effect as far as possible;
 - 4.5.3 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.

5 Conflicts of interest

The Centre shall:

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

6 Resources

The Centre shall:

- 6.2 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;
- 6.3 notify SEG Awards promptly of any change of details of its Key Personnel including assessors and those responsible for internal quality assurance;

- 6.4 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 SEG Awards' directions from time to time, in connection with the delivery of Qualifications;
- 6.5 maintain appropriate level of financial resources to support the delivery of Qualifications in accordance with the Centre Agreement;
- 6.6 regularly monitor both physical and human resources it requires in order to deliver the Qualifications to the Learners.

7 Malpractice and maladministration

The Centre shall:

- 7.1 adopt a policy and procedure, complementary to SEG Awards' 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;
- 7.2 take all reasonable steps to prevent the occurrence of any malpractice or maladministration in the delivery of the Qualifications;
- 7.3 take all reasonable steps to monitor for risks and suspected incidents of malpractice or maladministration, and notify SEG Awards of such risks and incidents as soon as practicable;
- 7.4 cooperate and assist SEG Awards in respect of the investigation of any such risks or incidents;
- 7.5 where incidents of malpractice or maladministration are identified:
 - 7.5.1 take all reasonable steps to prevent such incidents from recurring, and
 - 7.5.2 co-operate with SEG Awards in respect of any action taken by SEG Awards against the Centre and/or any individuals responsible for such incidents.

8 Enrolment/Registration, assessments and moderation

The Centre shall:

- 8.1 use its best endeavours to verify that the identity and information provided by the Learners upon registration is accurate and complete;
- 8.2 enrol Learners in line with SEG Awards Enrolment Policy;
- 8.3 only enrol Learners for Qualifications/Units whom it reasonably expects to complete a Qualification/Unit;
- 8.4 ensure that each Learner taking a Qualification is enrolled in a way that permits the Learner to be clearly and uniquely identified;
- 8.5 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 SEG Awards from time to time;
- 8.6 provide appropriate induction and support to Learners, in accordance with SEG Awards Guidance;
- 8.7 have in place arrangements to allow for recognition of prior learning, where this is appropriate for a Qualification, and in accordance with the relevant SEG Awards Guidance;
- 8.8 ensure that arrangements are in place to confirm Learners' identity for each assessment;
- 8.9 take all reasonable steps to ensure that:
 - 8.9.1 assessments are delivered effectively and efficiently, and in accordance with any Qualifications specifications and assessment criteria set out in the SEG Awards Policies and Procedures or otherwise prescribed by SEG Awards;
 - 8.9.2 any material produced by a Learner in an assessment is generated by that Learner;
 - 8.9.3 where an assessment is required to be completed under specified conditions, Learners complete the assessment under those conditions (except where SEG Awards Policies and Procedures on equality and diversity policy and/or access arrangements, reasonable adjustments and special consideration require otherwise); and
 - 8.9.4 the criteria against which Learners' performance will be differentiated are accurately and consistently applied;

- 8.10 ensure that the security of assessment materials is maintained at all times and is not in any way compromised;
- 8.11 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
- 8.12 comply with any instructions issued by SEG Awards in respect of the marking of evidence generated by a Learner during an assessment.
- 8.13 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.
- 8.14 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 SEG Awards unless it is a particular requirement of the assessment.

9 Security

- 9.1 The Centre must comply with all of SEG Awards' security requirements, as notified to the Centre or published by SEG Awards from time to time, including those concerning the storage of any examination/assessment papers and the verification of Learners' identity.
- 9.2 The Centre shall notify SEG Awards as soon as reasonably practicable of any incident or risk of any incident which could result in the Centre's non-compliance with SEG Awards' 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.

10 Promotion

- 10.1 The Centre shall not promote in any way any SEG Awards qualifications without a valid and current Approval.
- 10.2 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 SEG Awards in respect of such Qualifications.

11 Review, monitoring and complaints

11.1 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.

11.2 The Centre shall, on request from SEG Awards:

11.2.1 provide the results of such monitoring and review to SEG Awards;
and/or

11.2.3 obtain feedback on Qualifications from Users.

11.3 The Centre shall operate an effective and appropriate complaints handling procedure and appeals process for the benefit of Learners, in compliance with the relevant SEG Awards Policies and Procedures.

12 Withdrawal

The Centre shall, in the event it decides to (for any reason), or if SEG Awards decides to, withdraw the Approval (including as a result of suspension, expiry or termination of Approval) (in full or in part):

12.1 comply with SEG Awards Policies and Procedures for the withdrawal of Approval;

12.2 cooperate fully with SEG Awards;

12.3 provide clear and accurate information about the withdrawal to the Users;

12.4 immediately cease to enrol Learners for Qualifications;

12.5 provide to SEG Awards relevant details of the status of all Learners enrolled for Qualifications; and

12.6 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 Recognised Centre and supporting any valid claims for certification.

Part 3 SEG Awards obligations

13 SEG Awards shall:

- 13.1 provide such information and guidance to the Centre as may be reasonably requested or required in respect of the delivery of Qualifications;
- 13.2 provide guidance as to how best to prevent, investigate, and deal with malpractice and maladministration;
- 13.3 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

14 Equality and diversity

SEG Awards has a statutory duty to comply with the requirements of the Equality Act 2010 (“the **Equality Act**”).

The Centre shall:

- 14.1 maintain an appropriate equality and diversity policy in respect of protected characteristics covering unlawful discrimination and other conduct prohibited by the Equality Act and 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;
- 14.2 have due regard to the need to eliminate unlawful “discrimination”, “harassment” and “victimisation” and other conduct prohibited by the Equality Act;
- 14.3 comply with SEG Awards Policies and Procedures on equality and diversity, access arrangements, reasonable adjustments and special consideration;
- 14.4 regularly monitor and review its compliance with this clause 14;
- 14.5 report to SEG Awards without delay in the event of:

14.5.1 any features of any Qualifications of which it becomes aware which disadvantage or could disadvantage Learners with particular protected characteristics; and

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

14.6 SEG Awards may monitor and investigate any complaints or other notifications relating to equality in the delivery of Qualifications.

15 Anti-bribery and anti-corruption

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.

16 Data Protection

The terms "**personal data**", "**data subject**", "**process**", "**processes**" and "**processing**" shall have the meanings given to them in the General Data Protection Regulations 2018 ("**GDPR**").

16.1 The Centre warrants and undertakes that it shall have the necessary consents to process personal data from its employees, any individuals providing any services under the Centre Agreement on behalf of the Centre, the Learners, Key Personnel and/or other persons whose names are set out in the Application for Centre Recognition or otherwise provided to SEG Awards by the Centre.

16.2 The Centre shall ensure that the consents obtained by the Centre from the Learners for the processing of personal data of Learners allow SEG Awards to process such personal data in connection with this Agreement.

16.3 If the Centre receives any complaint, notice or communication which relates directly or indirectly to the processing of personal data or to either Party's compliance with the DPA, it shall immediately notify SEG Awards and it shall provide SEG Awards with full co-operation and assistance in relation to any such complaint, notice or communication.

16.4 The Centre warrants that:

16.4.1 it will process personal data in compliance with all applicable laws, enactments, regulations, orders, standard and other similar instruments; and

16.4.2 it will take appropriate technical and organisational measures against the unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data.

16.5 The Centre shall at all times indemnify and keep indemnified SEG Awards against any and all losses, claims, costs, demands, expenses and any other liabilities (including legal fees) arising from any infringement or breach of the DPA or this clause 16 by the Centre or its Workforce or any other person or organisation employed, engaged, connected to the Centre in connection with the provision of the services under the Centre Agreement and the obligations set out in this clause 16.

17 Intellectual Property

17.1 In consideration for the provision of the services to the Learners under the Centre Agreement, SEG Awards 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:

17.1.1 designate the Centre as an SEG Awards Recognised Centre;

17.1.2 use the SEG Awards Recognised Centre Logo; and

17.1.3 use such other SEG Awards Intellectual Property as SEG Awards may permit in writing in connection with the Centre Agreement.

17.2 The Centre must ensure that all materials (including online materials) using SEG Awards Intellectual Property produced by or on behalf of the Centre comply with:

17.2.1 any limitations and/or restrictions on use which may be communicated to the Centre by SEG Awards from time to time;

17.2.1 any branding and copy guidelines issued by SEG Awards from time to time; and

17.2.3 any specific guidance provided by SEG Awards.

17.3 The Centre acknowledges and agrees that all SEG Awards Intellectual Property shall vest in SEG Awards and apart from the licence granted pursuant to clause 17.1, this Centre Agreement does not transfer any interest in SEG Awards Intellectual Property.

- 17.4 The Centre shall promptly give written notice to SEG Awards of any actual, threatened or suspected infringement of any SEG Awards Intellectual Property of which it becomes aware.
- 17.5 The Centre shall ensure that it does not suggest in any way that it is owned or controlled by SEG Awards or that it has been franchised by SEG Awards.
- 17.6 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 SEG Awards 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 SEG Awards, or may interfere with or jeopardise the registration and/or validity of SEG Awards Intellectual Property.
- 17.7 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.

18 Database of Learners

- 18.1 SEG Awards acknowledges and agrees that, as between the Centre and SEG Awards, 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.
- 18.2 The Centre grants to SEG Awards a non-exclusive and perpetual licence to use the Database of Learners and the data contained therein in connection with the Centre Agreement and SEG Awards' role as an Awarding Organisation.

19 Confidentiality

The Centre shall:

- 19.1 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;
- 19.2 report any suspected breaches of confidentiality to SEG Awards as soon as reasonably practicable; and

19.3 co-operate with any investigations into such suspected breaches by SEG Awards.

19.4 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 SEG Awards or its agents in connection with the Centre Agreement.

20 Retention of records

The Centre shall:

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

20.2 keep complete and accurate records for the duration of the Centre Agreement and for 24 months from its termination, or for seven 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 SEG Awards requirements for Record Keeping and make these available to SEG Awards (at its own cost) upon request, including, but not limited to, assessment and internal quality assurance records.

21 Fees and payments

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

21.2 Unless otherwise stated, all fees notified to the Centre by SEG Awards are exclusive of VAT.

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

21.4 All amounts due under the Centre Agreement from the Centre to SEG Awards 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).

- 21.5 SEG Awards reserves the right, at any time and without notice to the Centre, to set off any liability of the Centre to SEG Awards against any liability of SEG Awards to the Centre, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.
- 21.6 Any fees payable by the Centre to SEG Awards are, unless otherwise stated in the relevant SEG Awards Policies and Procedures, non-refundable.
- 21.7 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.
- 21.8 If any amount remains unpaid after the Payment Date SEG Awards reserves the right to charge interest on any outstanding fees on a daily basis at the Bank of England Base Rate plus 8%.
- 21.9 Without prejudice to SEG Awards' other rights and remedies, failure to pay any fees due may result in a sanction being imposed by SEG Awards under the Sanctions Policy, suspension or withdrawal of Approval and/or termination of the Centre Agreement under clause 23.
- 21.10 The Centre shall indemnify SEG Awards on demand for any costs and expenses incurred in connection with the recovery of any fees due under the Centre Agreement.
- 21.11 For the avoidance of doubt, the provisions of this clause 21 shall apply to all fees and/or any other amounts that may be payable by the Centre to SEG Awards in connection with the Centre Agreement, whether or not the Centre has relied on any grant, government funding or any other third party funding at any point prior to or during the term of this Agreement, and any such fees and/or other amounts shall be payable in accordance with the provisions of the Centre Agreement whether or not any such grant or funding is continuing.
- 21.12 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 connection with the delivery of Qualifications.

22 Limitation of liability and indemnity

22.1 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 sub-contractors, fraud or fraudulent misrepresentation or any other liability that cannot be excluded or limited under English law.

Subject to clause 22.1:

22.2 SEG Awards 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

22.3 SEG Awards' 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).

22.4 The Centre agrees to indemnify SEG Awards on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by SEG Awards, or its Workforce directly, or indirectly, arising from, or in connection with:

22.5 claims made by the Centre or any of its employees or other persons acting on its behalf for any employment-related payment or remuneration;

22.6 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;

22.7 any claim made against SEG Awards 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

22.8 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 SEG Awards in breach of any obligation as an Awarding Organisation/Body.

22.9 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 SEG Awards evidence of the validity of the insurance held in accordance with this clause 22.4.

23 Termination

23.1 Either Party may terminate the Centre Agreement (and therefore the Approval) for any reason by providing not less than one (1) months written notice to the other Party.

23.2 Without prejudice to any of its rights or remedies, SEG Awards may terminate the Centre Agreement immediately on written notice if the Centre:

23.2.1 does not comply with SEG Awards Policies and Procedures including those under the Sanctions Policy resulting in the withdrawal of Approval;

23.2.2 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 the period stipulated by SEG Awards;

23.2.3 SEG Awards reasonably believes that the Centre's conduct is prejudicial to SEG Awards' 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;

23.2.4 the Centre undergoes a Change of Control and such change may, in the reasonable opinion of SEG Awards, affect the Centre's ability to comply with its obligations under the Centre Agreement, is inconsistent with SEG Awards' values and/or reputation, and/or creates, or is likely to create, a conflict of interest;

23.2.5 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;

23.2.6 is unable to offer and/or deliver the Qualifications as a result of a change in laws, or as a result of loss of a licence or permit necessary to deliver the Qualifications; or

23.2.7 is subject to a sanction placed on it by another Awarding Organisation, resulting in the withdrawal of its recognition with that Awarding Organisation.

23.3 Without prejudice to any of its rights or remedies, SEG Awards may terminate the Centre Agreement immediately on written notice if SEG Awards loses its status as an Awarding Organisation/Body in respect of all Qualifications.

23.4 SEG Awards reserves the right to suspend or restrict the Approval with immediate effect during the period given to the Centre to remedy a breach under clause 23.3 and/or while it is investigating the Centre's conduct under any of the provisions of the Centre Agreement.

23.5 SEG Awards reserves the right to terminate this agreement without notice where the Centre has retained the status of 'inactive' for a period of two years.

24 Consequences of suspension or termination

24.1 The Centre shall take all reasonable steps (at its own cost) to act in the Learners' legitimate best interests in the event of suspension or expiry of Approval and/or during any investigation conducted by SEG Awards, 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 Recognised Centre.

24.2 Upon termination of the Centre Agreement (howsoever caused) or suspension, withdrawal or expiry of the Approval:

24.2.1 all outstanding sums payable under the Centre Agreement shall immediately become due and payable;

24.2.2 the Centre shall immediately cease to advertise any of the Qualifications; and

24.2.3 the Centre shall immediately cease to use the SEG Awards Recognised Centre Logo in connection with promotion of any Qualifications or other business activities.

- 24.3 Immediately upon termination of the Centre Agreement (or suspension, withdrawal or expiry of the Approval), the Centre will, at SEG Awards' reasonable request, fulfil those specified obligations to SEG Awards and/or the Learners which remain unfinished as at the date of termination, expiry or suspension, and upon completion of such obligations:
- 24.4 cease to use any of SEG Awards' property, the SEG Awards Intellectual Property and all of the materials produced by or on behalf of the Centre using such SEG Awards Intellectual Property (and destroy or return any of these at SEG Awards' request) and do such things and execute and deliver all further documents as may be necessary to vest all rights, title and interest to SEG Awards under the Centre Agreement;
- 24.5 cease to deliver the Qualifications; and
cease to use any SEG Awards IT/Digital systems (if applicable).
- 24.6 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 21 (Fees and payments), clause 22 (Limitation of liability and indemnity), clause 24 (Consequences of suspension or termination), and clause 26.12 (Governing Law and Jurisdiction) will survive and continue in full force and effect.

25 Subcontracting and appointing agents

- 25.1 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 SEG Awards' prior written consent.
- 25.2 Where SEG Awards 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 SEG Awards may have in providing its consent under clause 25.1. The Centre shall remain liable at all times to SEG Awards for the acts, errors or omissions of any such third party.

- 25.3 The Centre shall ensure that any such third party appointed by the Centre under this clause 25 to provide any services:
- 25.4 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
- 25.6 clearly discloses its status and relationship with the Centre in any communication with Learners and/or other Users in connection with Qualifications.
- 25.7 For the avoidance of doubt, where SEG Awards 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 SEG Awards Intellectual Property (including in respect of the SEG Awards Recognised Centre Logo). Any use of SEG Awards Recognised Centre Logo and/or other SEG Awards Intellectual Property, and any other activity that could reasonably associate such third party with SEG Awards is not allowed.
- 25.8 SEG Awards may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Centre Agreement.

26 General

- 26.1 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.
- 26.2 SEG Awards 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 SEG Awards' business. Any variation or amendment of this Agreement shall take effect from the date specified in the notice of variation or amendment.
- 26.3 For the avoidance of doubt, SEG Awards may at any time amend or vary any or all of the SEG Awards 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.

- 26.4 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.
- 26.5 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.
- 26.6 Without prejudice to any other rights or remedies that SEG Awards 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 SEG Awards 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.
- 26.7 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 Recognition (or otherwise notified to SEG Awards), and in the case of SEG Awards, to that of the SEG Awards 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.

- 26.8 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.
- 26.9 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.
- 26.10A 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.
- 26.11The 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.
- 26.12Each Party agrees that the Centre Agreement and the relationship between the Centre and SEG Awards 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.

This Agreement has been entered into on the date signed below by the Centre Representative.

Schedule 1

SEG AWARDS POLICIES AND PROCEDURES

This agreement is supported by the following policies, procedures and guidance which can be accessed via the SEG Awards websites. They are subject to annual review and amendment, therefore centres are advised they keep up to date and have a full understanding of the current requirements in each.

- 1 Access to Assessment Policy
- 2 Application for Reasonable Adjustments
- 3 Application for Special Consideration
- 4 Branding Guidelines
- 5 Centre Health and Safety
- 6 Centre Recognition Policy
- 7 Centre Record Keeping
- 8 Claiming Certification Policy and Process
- 9 Complaints Policy and Process
- 10 Copyright Policy
- 11 Delivering and Assessing Qualifications
- 12 Despatch of Assessment Evidence
- 13 Enquiries and Appeals Policy and Process
- 14 Equality and Diversity Policy
- 15 External Assessment Policy and Process
- 16 External Moderation Policy and Process
- 17 Instruction for the Conduct of Examinations and Other External Assessment
- 18 Internal Quality Assurance of Qualifications

- 19 Invoicing Policy
- 20 Learner Enrolment Policy and Process
- 21 Malpractice and Maladministration Policy and Process
- 22 Privacy (Fair Processing) Policy
- 23 Qualification Approval Policy
- 24 Recognition of Prior Learning Policy and Process
- 25 Safeguarding Policy
- 26 Sanctions Policy and Process
- 27 Standardisation and Benchmarking Policy

Signed

for and on behalf of

CEO of Skills and Education
Group Awards

**Skills and Education Group
Awards**

Name of authorised
representative

.....

Role / Job Title

.....

Signature

.....

for and on behalf of [NAME OF
RECOGNISED CENTRE]