

## PACT Centre Agreement

Parties to this Agreement

1.

Centre/Organisation Name (the "Centre")	PACT Dogs Ltd
Registered address	Endelig, New Farm Road, Alresford, England,
Postcode	SO24 9QH
Registered Company Number (if applicable)	13385886

2.

Centre/Organisation Name (the "Centre")	
Registered address	
Postcode	
Registered Company Number (if applicable)	

Within the Agreement the parties named above shall be referred to as 'the parties'.

#### DURATION OF THIS AGREEMENT

This agreement will be in place from the date of agreement by both parties

#### PURPOSE OF AGREEMENT

This agreement is for clearly specifying the role and responsibilities of a centre in their dealings with the awarding organisation named above. Contents of this agreement are in keeping with the requirements of the General Conditions of Recognition as issued by the Office of Qualifications and Examinations Regulation (Ofqual) as the regulator of qualifications (other than degrees), examinations and assessments in England and Wales and of vocational qualifications in Northern Ireland. By signing this agreement, the centre confirms their understanding of the terms and conditions and agrees to adhere to the requirements herein. The terms specified in this agreement will be referred to where there is any dispute or disagreement relating to the role and responsibilities of a centre.

#### INTERPRETATIONS

Centre means an organisation undertaking the delivery of qualifications and assessments (and potentially other activities) to Learners on behalf of an awarding organisation. Centres are typically educational institutions, training agencies or employers.

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

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



## POINTS HEREBY AGREED

The Centre hereby agrees that it will:

### 1. General Conditions of Recognition

1a. Take all reasonable steps to ensure that the awarding organisation is able to comply with the requirements of the General Conditions of Recognition in relation to the activity it undertakes to deliver qualifications on behalf of the Awarding Organisation.

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

2a. Maintain all Learner records and details of achievement in an accurate, timely and secure manner in line with the requirements of the Awarding Organisation and Data Protection Legislation and make these records available for external quality assurance and auditing purposes, as required.

2b. Take all reasonable steps to comply with requests from the Awarding Organisation for information, data or documents required by the Awarding Organisation or by the regulators, including Ofqual, as soon as practicable.

2c. Retain complete accurate records, for at least three years from completion of all qualification and make these available to the Awarding Organisation upon request. The records required will be specified by the awarding organisation and may include assessment and verification records, certificate claims, candidate data for each qualification etc.

2d. Provide the Awarding Organisation and the Regulatory Authorities, in reasonable notice (usually with 7 days), access to premises, people and records as required, and fully cooperate with their monitoring activities, including but not limited to providing access to any premises used (including satellite sites).

### 3. Monitoring activity and investigations

- 3a. Assist the awarding organisation in carrying out any reasonable monitoring activities and assist Ofqual in any investigations made for the purposes of performing its functions.

#### 4. Centre Workforce

- 4a. Retain a Workforce of appropriate size and competence to undertake the delivery of the qualification. This includes taking responsible steps to ensure occupational competence where this is required by the awarding organisation for the assessment of specific qualifications.
- 4b. Ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation.
- 4c. Provide staff with appropriate inductions and professional development (including a development plan) to ensure staff can maintain the relevant expertise and competence required by the awarding organisation.
- 4d. Supply staff CV's, CPD records and other evidence (for example original certificates) to the Awarding Organisation in a timely manner, if required.
- 4e. Have in place appropriate staff and relevant systems before the qualifications are made available with the requirements of the qualification(s).
- 4f. Ensure that staff involved with a qualification understand the relevant specification provided by the Awarding Organisation, and attend appropriate annual training days.
- 4g. Ensure effective communication systems are in place internally to keep all relevant staff informed of current Awarding Organisation policies and procedures.
- 4h. Ensure that quality assurance and management processes are in place and that these apply across all satellite locations.
- 4i. In the event of any discrepancies centres should contact PACT in the first instance

## 5. Legislation

- 5a. Undertake the delivery of the qualification in accordance with Equalities Law.
- 5b. Ensure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of Health and Safety regulations.
- 5c. Comply with the requirements of Data Protection legislation in relation to all Learner data. The data collected from Learners will only be used for the purpose for which it has been collected and personal Learner information will not be disclosed to any unauthorised person or body. Personal data will be processed in accordance with the Centre's registration under the Data Protection Act.
- 5d. Comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time, including the General Conditions of Recognition and the additional regulatory documents that support these Conditions (as listed by Ofqual in their 'List of Additional Regulatory Documents' published in 2011. The additional regulatory documents include specific parts of: The Regulatory Arrangements for the QFC; and, the Operating Rules for using the term 'NVQ' in a QCF qualifications title'.)

## 6. Complaints and Appeals

- 6a. Operate a complaint handling process or appeals process for the benefit of Learners.
- 6b. Adhere to the Awarding Organisation's appeals process and provide appropriate information and support to enable Learners to access the appeals process.

## 7. Malpractice and Maladministration

- 7a. Have in place robust procedures for preventing and investigating incidents of malpractice or maladministration which are up to date and communicated across the Centre, its satellite centres, sub-contractors and third parties.
- 7b. Regularly review procedures for preventing and investigating incidents of malpractice or maladministration and make any improvements necessary to ensure they remain relevant and fit for purpose.
- 7c. Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- 7d. Take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 7e. Develop an action plan for managing and rectifying the negative impact of any incidents of malpractice or maladministration and make this action plan available to the Awarding Organisation as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future.
- 7f. Take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future.



- 7g. Deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 7h. Promptly notify the Awarding Organisation of any incidents of malpractice or maladministration in line with the requirements of the Awarding Organisations malpractice/maladministration policy.
- 7i. Provide access to documents, records, data, staff, third parties, sub-contractors, Learners, satellite centres or any other resource required by the Awarding Organisation during an investigation of centre of malpractice or maladministration.

## 8. Moderation/verification

- 8a. Work in line with the assessment and moderation processes specified in the PACT website or in documents issued by the Awarding Organisation which will be undertaken by the Awarding Organisation or on its behalf.
- 8b. Work in line with any instruction issued by the Awarding Organisation to change the marking of evidence generated by a Learner during an assessment.

## 9. Resources

- 9a. Use buildings/outside training facilities that are fit for the purpose of delivering the qualifications and provide access for learners for assessment purposes, in accordance with relevant equalities legislation.
- 9b. Ensure that the full range of relevant, current equipment required to assess the qualification is supplied.
- 9c. Adhere to any assessment requirements as per the qualification requirements.
- 9d. Provide the necessary resources in accordance with any requirements outlined in the Awarding Organisation's qualification specification.
- 9e. Maintain and adequate systems and resources – including where appropriate, equipment materials and software – to support the delivery of the qualifications (s).
- 9f. Ensure the security of any examination material in respect of storage and the handling process in line with the requirements of the Awarding Organisation.
- 9g. Have the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of the Awarding

Organisation's qualifications.

- 9h. Have appropriate arrangements and agreements in place with any third parties or suppliers who provide goods or services to the centre which contribute to the delivery and/or assessment of the qualification(s).
- 9i. Have the staff, resources and systems necessary to support the assessment of units and the award, accumulation and transfer of credits and, where necessary, the recording of exemptions.

#### 10. Learner Registrations and Certification

- 10a. Register each Learner in line with the requirements of the Awarding Organisation to ensure that each Learner is uniquely identified by means of a unique learning number.
- 10b. Register/enter learners for assessment in an efficient manner and following the Awarding Organisation's timetables.
- 10c. Take appropriate and reliable steps to confirm each Learners' identity prior to assessment taking place.
- 10d. Use the record of the Learner's previous achievements to ensure that opportunities for credit transfer and exemption are maximised, where Learner consent is given.
- 10e. Recognise any restrictions regarding the minimum amount of time that learners must be registered with the Awarding Organisation before certification, as well as the combination of units and/or qualifications allowed.
- 10f. Take reasonable steps to ensure that all relevant centre staff understand how and when to apply for learner registration and certification.
- 10g. Take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

10h. Have arrangements in place to obtain on behalf of its Learners a Unique Learner Number (ULN).

11. Management of third parties and sub-contractors

11a. Implement and maintain an effective system for the management of all third party and sub- contracted services and any satellite sites affiliated to the centre and ensure that all policies and requirements referred to in this agreement apply to these third parties and sub-contractors.

11b. Ensure that where a partnership exists the respective roles and responsibilities are documented and made available to the awarding organisation as required.

11c. Have in place agreements with third parties and sub-contractors to ensure that all policies and requirements referred to in this agreement are enforceable with third parties and sub- contractors.

11d. Ensure it has effective communications systems in place with third parties and sub- contractors to keep them up to date with the requirements of the awarding organisation and the regulators.

## 12. Withdrawal of approval and interests of Learners

- 12a. Cooperate fully with the Awarding Organisation in cases where either the Centre or the Awarding Organisation decides it needs to withdraw the Centre from its role in delivering a qualification. This cooperation will be provided whether the withdrawal is voluntary or not from the Centre's perspective.
- 12b. Take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 12a above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- 12c. Adhere to any process specified by the awarding organisation for the withdrawal of the Centre from the delivery of a qualification or all qualifications.

## 13. Invoicing

- 13a. Provide payment of all valid invoices presented by the Awarding Organisation (PACT) on receipt.

## 14. Assessment

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

## 15. Centre Requirements

- 15a. Centre is required to renew this contract every three years.
- 15b. Comply with all of the requirements specified in the website in order to continue to deliver qualification on behalf of the awarding organisation.

## 16. Termination

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

## 17. Awarding Body responsibilities

The awarding organisation hereby agrees that it will:

- 17a. Set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications. These requirements can be found on the website.
- 17b. Publish and make available to the Centre a sanctions policy to be applied if the Centre fails to comply with these requirements. This sanctions policy can be found on the website.
- 17c. Take all reasonable steps to protect the interest of Learners where the Centre withdraws from the delivery of a qualification.
- 17d. Specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, or from qualification delivery/centre approval in general.
- 17e. Answer accurately, fully and within a reasonable time any reasonable enquiries received from Users of Qualifications.
- 17f. Provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes.
- 17g. Upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- 17h. Provide information on the website in relation to:
- the policy for issuing invoices, payment of invoices and the retention and content of invoices

- the sanctions policy to be applied in cases where centres fail to comply with the requirements of the awarding organisation
- a written complaints procedure
- information on the appeals process to enable the results of assessments to be appealed
- a published specification for each of the qualifications made available
- published details of arrangements for making Reasonable Adjustments
- published details for arrangements for giving Special Consideration
- published details of the expected dates or timescales for the issue of results.

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

## Centre Agreement and Declaration

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

I accept that if the centre defaults on the commitments made in this application it may lead to the removal of qualification accreditation and possibly centre recognition status in line with the sanctions policy of the awarding organisation.

I declare that I am authorised by the centre to supply the information given above and, at the date of signing, the information provided is a true and accurate record to the best of my knowledge. I further declare that I am authorised by the Centre to sign this agreement on behalf of the Centre.

The parties hereto have caused this Agreement to be executed on the 'Date of Agreement' specified above. I agree to act in accordance with the requirements specified in this agreement.

### Governing law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English Law. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.

In signing this agreement, the signatories warrant they have the necessary capacity and authority to bind their organisation legally to its terms.

We hereby acknowledge receipt and accept the contents of this letter.

The application for accredited training provider status and the



information given by the centre forms an integral part of this agreement.

I confirm I have received and read all three policies.  (please tick box)

Signed for and on behalf of Party A by:      Signed for and on behalf of Party B  
by:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Role: \_\_\_\_\_

Role: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex 1 – Condition C1 and C2 – extract from the General Conditions of

### Recognition, Ofqual 2011. Condition C1 Arrangements with third parties

C1.1 Where an awarding organisation arranges for a third party to undertake, on its behalf, any part of the development, delivery or award of qualifications which the awarding organisation makes available, or proposes to make available, the awarding organisation must:

- (a) ensure that the arrangement which it establishes with that third party enable the awarding organisation to develop, deliver and award qualifications in accordance with its Conditions of Recognition, and
- (b) monitor and, where appropriate, enforce such arrangements so as to ensure that it is able to develop, deliver and award qualifications in accordance with its Conditions of Recognition.

C1.2 An awarding organisation must take all reasonable steps to ensure that, in making any such arrangements, it does not impose unnecessary or unduly burdensome requirements on third parties.

### Conditions C2 Arrangements with Centres

C2.1 Where a Centre undertakes any part of the delivery of a qualification on behalf of an awarding organisation, this condition applies in addition to the requirements in Condition C1.

C2.2 Where this condition applies, an awarding organisation must ensure that arrangement between it and the Centre include a written and enforceable agreement.

C2.3 That agreement must in particular include provisions which:

- a) require the Centre to take all reasonable steps to ensure that the awarding organisations is to comply with its Conditions of

Recognition,

- b) require the Centre to take reasonable steps to comply with requests for information or documents made by the awarding organisation or Ofqual as soon as practicable,
- c) require the Centre to assist the awarding organisation in carrying out any reasonable monitoring activities and to assist Ofqual in any investigations made for the purposes of performing its functions,
- d) set out all the requirements with which the Centre must comply to continue to deliver the qualification,
- e) establish a sanctions policy to be applied if the Centre fails to comply with these requirements,
- f) require the Centre to retain a Workforce of appropriate size and competence to undertake the delivery of the qualification by the awarding organisation,

- g) require the Centre to have available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of the qualification as required by the awarding organisation,
- h) require the Centre to undertake the delivery of the qualification required by the awarding organisation in accordance with Equalities Law,
- i) require the Centre to operate a complaint handling procedure or appeals process for the benefit of Learners,
- j) set out any Moderation processes that the awarding organisation will undertake or that will be undertaken on its behalf,
- k) specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering a qualification, and
- l) require the Centre to take all reasonable steps to protect the interests of Learners in the case of such a withdrawal.

C2.4 If the Centre withdraws from its role in delivering a qualification, the awarding organisation must take all reasonable steps to protect the interests of Learners.

C2.5 The awarding organisation must provide effective guidance to the Centre in respect of the parts of the delivery of qualifications which the Centre undertakes.

