

IEPA Terms & Conditions

Standard Terms and Conditions for the Supply of IEPA Services

Definitions

‘Summit Qualifications UK’ means the Ofqual Regulated Awarding and End Point Assessment Organisation. Summit Qualifications UK is The British Institute of Recruiters Qualification and End Point Assessment brand.

‘IEPA’ and ‘you’ means the Independent End Point Assessor.

“Confidential Information” means any information of Summit Qualifications UK including operational practices, client information, learner information (including their employers), Training Provider information, software information, commercial information including financial, business plans, intentions, product information, suppliers or customers, know-how, affairs or other business of Summit Qualifications UK, whether communicated orally or in writing, which might reasonably be considered to be confidential in nature.

1 Responsibilities of the IEPA

1.1 During your engagement as an IEPA you agree to provide the Services as specified in Appendix A ‘IEPA Job Description’ for the supply of services.

1.2 You shall perform the obligations under this Agreement with due care, skill and diligence and warrant that you have the necessary skills and qualifications to carry out the Services.

1.3 As IEPA you undertake and agree to:

1.3.1 not engage in any other activities purporting to be on behalf of Summit Qualifications UK including, but not limited to, countersigning or endorsing any other correspondence, reference materials, commercial training packages or events on behalf of any organisation or individual without the prior written consent of Summit Qualifications UK.

1.3.2 not undertake any additional activity which would conflict with the Services, and report in writing to Summit Qualifications UK as soon as practicable any potential or actual conflict of interest which has or could cause an adverse effect to learners. Summit Qualifications UK reserves the right to withdraw the IEPA from the provision of Services in relation to such a conflict.

1.3.3 be always in compliance with all relevant ESFA/Ofqual regulations and directives as well as the requirements of the General Data Protection Regulation (GDPR).

1.3.4 notify Summit Qualifications UK forthwith of any change in circumstances, including contact or bank details.

1.3.5 notify Summit Qualifications UK in advance of any periods when the IEPA cannot supply the Services.

1.3.6 comply with Summit Qualifications UK Diversity & Equality Policy relating to access to assessment.

1.3.7 obtain and/or maintain full internet access (including, without limitation, broadband provision and appropriate virus protection) and a private, personal and password-protected email account.

1.3.8 use your best endeavours to ensure the security of any assessment material transmitted by email including, without limitation, the use of passwords on the IEPA's email account.

1.3.9 on a declaration statement make complete, correct, and non-misleading disclosures of all criminal convictions, cautions, reprimands, and final warnings (whether spent for the purposes of the Rehabilitation of Offenders Act 1974) and of any other information that may have a bearing on your suitability to provide the Services. You shall inform Summit Qualifications UK forthwith of all changes to the disclosure made in the declaration statement.

1.3.10 'The Assessor' shall participate in a monthly support call and annual standardisation calls with the Company, to be scheduled at a mutually agreed upon time and date. Should the Assessor fail to attend two consecutive monthly support calls or annual standardisation meetings without valid excuse, the Company reserves the right to suspend the Assessor or terminate this contract.

2 Status

2.1 As an IEPA you are responsible for and shall have control over, the details and means of performing the Services. Nothing in this Agreement shall be construed as creating an employer-employee relationship between you and Summit Qualifications UK.

2.2 You agree that as an IEPA are not entitled to receive any employee benefits from Summit Qualifications UK, including retirement, health, life and/or disability insurance, holiday, sick pay and/or other benefits that are offered to employees of Summit Qualifications UK.

2.3 You shall not make any representations to any third parties that they have any authority to enter any contractual relationship on behalf of Summit Qualifications UK which creates any lien (statutory or otherwise), security, interest, mortgage, pledge assignment, encumbrance, chattel or conditional sale or other title retention, agreement, or any other financial obligations or otherwise in respect of Summit Qualifications UK.

3 Remuneration

3.1 In consideration of the provision of IEPA Services you provide, Summit Qualifications UK shall pay the fee (as defined in the online IEPA Application Form) to you in accordance with these terms and conditions subject to the work being completed to the required quality and fit for use at the sole discretion of Summit Qualifications UK. No payment will be payable in the event of cancellations however late.

3.2 In the event the work is deemed unfit for use at the sole discretion of Summit Qualifications UK, Summit Qualifications UK agrees to delete all information uploaded or provided by you and you agree that no payment will be payable.

3.3 In the event of an EPA cancellation on the day of the end-point assessment, the IEPA will be entitled the pro-rata fee which will be calculated by Summit qualifications UK.

3.4 The fee payable is at the sole discretion of Summit Qualifications UK and is non-negotiable.

4 Payment

4.1 You shall submit to Summit Qualifications UK an invoice detailing: Your name and address or company name and address, invoice number, date of invoice, bank details, date of service carried out, description of service, name of learner, name of Apprenticeship Standard and total cost per learner. You accept that you shall be entitled to the fee solely on the basis that information shown in your invoices is valid and accurate.

4.2 Upon receipt of a valid invoice, Summit Qualifications UK shall pay the fee a month in arrears on the last working day of the month by bank transfer to your bank account.

4.3 If at any time Summit Qualifications UK makes an overpayment to you (from any cause whatsoever), the amount of such overpayment shall be deductible by Summit Qualifications UK from any further payments and shall be fully recoverable from you. You shall inform Summit Qualifications UK at the earliest opportunity of any overpayment by Summit Qualifications UK and accept liability to repay this in full within 7 working days.

5 Tax

5.1 You shall be responsible for accounting and payment to HMRC for all income tax, National Insurance and/or VAT liabilities (as appropriate) in connection with the Services. You shall indemnify Summit Qualifications UK and to keep Summit Qualifications UK indemnified against all costs, losses, liabilities, damages, levies, interests, and expenses including interest and penalties for late payment (on a full indemnity basis) that Summit Qualifications UK may suffer or incur because of your failing to comply with your HMRC obligations under this clause.

6 Confidentiality

6.1 You agree that, from the date of this Agreement, you shall:

6.1.1 use the confidential information solely for the purposes of providing the Services.

6.1.2 keep the confidential information strictly confidential and not disclose or distribute the confidential information to any person.



6.1.3 disclose any confidential information to whom disclosure is strictly necessary for the purposes of providing the Services.

6.1.4 keep the confidential information stored securely and marked as confidential information of Summit Qualifications UK and use your best endeavours to prevent unauthorised persons having access to the confidential information.

6.1.5 on expiry or termination of this Agreement for whatever reason or, if earlier, upon the request of Summit Qualifications UK, return to Summit Qualifications UK without retaining any copies thereof (or, if requested by Summit Qualifications UK, destroy) all copies, summaries and notes of the contents or parts of the confidential information and any documents or materials compiled because of the termination or request.

6.1.6 on expiry or termination of this Agreement for any reason certify in writing to Summit Qualifications UK that you have complied with the provisions of this clause.

6.2 The obligations in this clause shall not apply to Confidential Information which:

6.2.1 is or becomes public knowledge other than by breach of this clause.

6.2.2 is required to be disclosed by any applicable law or by order of any court of competent jurisdiction or any government body, agency, or regulatory body, provided that you shall use reasonable endeavours to give Summit Qualifications UK as much prior notice of the disclosure as possible.

7 Intellectual property rights

7.1 Subject to the pre-existing rights of third parties, all assessment material, documents, reports and other materials produced or compiled by you, as a result of the performance of your obligations under this Agreement shall be vested in and be the absolute property of Summit Qualifications UK.

7.2 In consideration of the fees paid to you, you hereby assign to Summit Qualifications UK by way of present and future assignment with full title guarantee all the copyright (and all other intellectual property rights



conferred under the laws of any country of the world) in all materials created by you in the provision of the Services and all modifications and amendments which have been or will in the future be made by you (“the materials”) absolutely for the remainder of the term during which the said rights subsist.

7.3 To the fullest extent permitted by law, you hereby irrevocably and unconditionally waive all moral rights in respect of the Materials to which you are now or may in the future be entitled under Chapter IV of the Copyright, Designs and Patents Act 1988 or any other moral rights conferred under the laws of any country of the world.

7.4 You hereby warrant that: -

7.4.1 any materials you produce are original, and they have not been copied wholly or substantially from any other work and that the exercise by Summit Qualifications UK of the rights hereby assigned to it will not infringe the rights of any third party; and

7.4.2 you are free to enter into this Agreement and to assign to Summit Qualifications UK the rights assigned to it and have not entered any arrangement which might inhibit or restrict the exercise by Summit Qualifications UK of its rights under this Agreement.

7.5 you shall identify to Summit Qualifications UK all third-party rights in any materials created by you in the provision of the Services and provide to Summit Qualifications UK such information as it shall reasonably require in order to give sufficient acknowledgement to such third-party rights.

8 Issues of Summit Qualifications UK property

8.1 Any property belonging to Summit Qualifications UK which may be issued or supplied to you shall remain Summit Qualifications UK’s property and shall be used solely for the purpose of executing this Agreement.

9 Termination

9.1 This Agreement may be terminated with or without cause by Summit Qualifications UK upon one month’s written notice.

9.2 This Agreement may be terminated without notice by Summit Qualifications UK if you:



9.2.1 commit or have committed any act of misconduct or engage or have engaged in any conduct which in the opinion of Summit Qualifications UK brings Summit Qualifications UK into disrepute.

9.2.2 are in breach of clause 1.3.9.

9.2.3 in any way breach any of the obligations under this Agreement.

9.2.4 commit any act of dishonesty relating to Summit Qualifications UK or any of the Services under this Agreement.

9.3 This Agreement may be terminated with or without cause by you via written notice during the first three months of the Agreement and thereafter upon one month's written notice.

9.4 Without prejudice to any other rights and remedies of Summit Qualifications UK under this Agreement, if Summit Qualifications UK receives notification of (or has reasonable ground to suspect) any misconduct or non-compliance by you, it may suspend all or any part of the Services pending investigation provided that Summit Qualifications UK shall use all reasonable endeavours to conduct such investigation as quickly as possible.

10 Effects of termination

10.1 Upon termination or expiry of this Agreement, you shall:

10.1.1 surrender to Summit Qualifications UK in good serviceable condition (fair wear and tear excepted) any property supplied or leased to you.

10.1.2 not exercise any lien on the property above mentioned for monies due.

10.1.3 return to Summit Qualifications UK any reports, documents, and other materials compiled and/or obtained by you as a result of the performance of your obligations under this Agreement.

10.2 Upon termination or expiry of this Agreement, Summit Qualifications UK shall pay to you all monies due and outstanding for Services rendered prior to termination within 30 days.

10.3 This clause and clauses 5, 6, 7, 8, and 12.7 of this Agreement shall survive termination or expiry.

11 Indemnification and insurance

11.1 You shall indemnify Summit Qualifications UK against any loss of and any damage to any property suffered by Summit Qualifications UK, any claims actions or proceedings brought against Summit Qualifications UK by any third party arising from any loss of or damage to its property or any personal injury (including death) suffered by such third party arising from your negligence.

11.2 You shall maintain during the period of this Agreement adequate insurance to cover professional indemnity.

12 General

12.1 There shall be no right whatsoever for any third party to enforce the terms and conditions of this Agreement. The Parties hereby expressly wish to exclude the operation of the Contracts (Right of Third Parties) Act 1999.

12.2 Any notice required to be given by one party to the other under this Agreement shall be sent: by email deemed received the next working day provided it is copied to contact@summitqualifications.co.uk.

12.3 Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by you.

12.4 If a provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of court, Summit Qualifications UK and you shall negotiate a substitute provision for those rendered or declared illegal or unenforceable, but all the remaining provisions of this Agreement shall remain in full force and effect.

12.5 Summit Qualifications UK reserves the right to modify and/or vary the terms of this Agreement or any ancillary document.

12.6 If any dispute arises out of or relates to this Agreement, or the breach thereof and if such dispute cannot be settled by the parties through negotiation, the parties agree to settle the same in good faith by mediation.

12.7 This Agreement and all ancillary documents shall be subject to the law of England and Wales and the Parties irrevocably submit to the jurisdiction of the courts of England and Wales.

Appendix A

IEPA Job Description

Independent End-point Assessor

This job description sets out what Summit Qualifications UK expects from an Independent End-point Assessor (IEPA).

All applications are considered based on Summit Qualifications UK's current requirements and the applicant's suitability for the role in line with our Staffing & Recruitment Policy.

1. The Independent End Point Assessor Role

1.1 An IEPA is a subject specialist who is suitably qualified to assess apprentice competences and knowledge against an industry specific standard, and who will:

- attend and undertake end-point assessment when requested by Summit Qualifications UK.
- utilise the stated assessment methods to undertake assessment of the apprentice's competence and knowledge against specific apprenticeship standards and assessment plans.
- ensure that all activities are conducted in line with Summit Qualifications UK policies and procedures and all current legislation in activities relating to their role.
- ensure that prior to undertaking any activity there are no conflicts of interest in accordance with Summit Qualifications UK policy.
- ensure a robust, valid, reliable, and fair assessment process is delivered.
- mark all components of the end-point assessment in line with grading criteria (where applicable).
- record and submit feedback to Summit Qualifications UK with assessment recommendations in line with the grading criteria (where applicable).
- complete and submit all relevant evidence and documentation to Summit Qualifications UK within the timescales required.

1.2 Safeguard the apprenticeship standard by attending and participating in standardisation activities (min 1 per year per standard unless stated otherwise in the assessment plans) to ensure a consistent approach to end-point assessment, including:

- reviewing assessment standards and practice over time across end point assessors to ensure a consistent approach.
- undertaking relevant training with Summit Qualifications UK regarding quality and consistency of assessment practice to support ongoing continuous improvement.

1.3 Support continuous improvement by offering advice and guidance to Summit Qualifications UK by:

- Providing feedback to Summit Qualifications UK on end point assessment queries.
- Suggesting improvements and opportunities to Summit Qualifications UK on the quality of its procedures and assessment processes.

1.4 Support Summit Qualifications UK Enquiries and Appeals processes where required.

1.5 Advise Summit Qualifications UK of any suspected malpractice or maladministration issues during end point assessment activities.

2. Assessor Profile

To independently assess effectively IEPA's are required to meet the following:

2.1 Qualifications and Experience

- Relevant occupational competence within the last three years and have plans/activities in place to retain ongoing occupational competence.
- Hold an Assessor/IQA qualification (for example, Level 3 Award in Assessing Competence in the Work Environment, Level 3 Certificate in Assessing Vocational Achievement, A1/V1 or D32/33/D34, PGCE or Cert Ed).
- Up-to-date knowledge and understanding of the occupational sector and the roles within it including working practices, infrastructure, tools, and technologies.
- Qualified and/or experienced as specified for assessor requirements in the specific assessment plan.
- Experience of working with Quality Assurance processes and complying with regulatory requirements.

2.2 Skills and Knowledge

- An understanding of apprenticeships and a clear understanding of the relevant occupational standard/industry and associated roles.
- Proficient IT skills, with experience of using key business software e.g. Microsoft Outlook, Word and Excel and a willingness to learn new software such as Summit Qualifications UK bespoke systems and technology.
- High standards of accuracy and attention to detail.
- Excellent written and verbal communication skills presenting information logically and concisely.
- Ability to prioritise, plan and organise assessment activities ensuring efficient and effective performance.



- Ability to work effectively independently and within teams.
- Relevant expertise or relevant professional recognition equivalent to or higher than the level of the apprenticeship standard being assessed.
- Professional membership or equivalent and bound by a relevant code of professional conduct and in accordance with the requirements of specific assessment plans.