**Summit Qualifications UK (Summit)**

**Centre Agreement**

DATE OF AGREEMENT: ***[Insert date]***

PARTIES TO THIS AGREEMENT

1. **The British Institute of Recruiters** (known as Summit Qualifications UK or Summit)
2. **Centre,Party B: [*Insert name and address*]**

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 and will remain in effect unless terminated in accordance with the termination clause in section 13. The agreement will automatically renew on each anniversary of Centre Approval, unless either party provides written notice of non-renewal at least 90 days prior to the anniversary date.

**INTERPRETATIONS**

**Awarding Organisation** means the organisation recognised by Ofqual in respect of the General Conditions of Recognition and award or authentication of a specified qualification, or description of qualification which is a signatory to this Contract, and which is also referred to as Summit.

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

**Confidential Information** means any information of a confidential nature (whether marked as confidential or not) including, but not limited to, any personal data (within the meaning given to that term in the Data Protection Legislation), any financial information and any information concerning the business plans of either party but excluding any information which is in the public domain (other than through a breach of this Contract).

**General Conditions of Recognition** means the General Conditions of Recognition issued by Ofqual.

**Learner** means any person learning the skills involved in any relevant training.

**Qualification** means a formal recognition of an individual's achievement of specific learning outcomes following an approved course of study or training.

**Summit** means Summit Qualifications UK, an Ofqual regulated Awarding Organisation, AO.

**Adverse Effect** as defined by Ofqual, refers to an act, omission, event, incident, or circumstance that either gives rise to prejudice to learners or potential learners, or negatively impacts the ability of an awarding organisation to undertake the development, delivery or award of qualifications in a way that complies with its conditions of recognition, or the standards of qualifications which the awarding organisation offers or intends to offer, or public confidence in qualifications.

**Ofqual** means the Office of Qualifications and Examinations Regulation. It is the regulator of qualifications, exams, and assessments in England, and plays a crucial role in maintaining standards and public confidence in qualifications. In the context of a contract, Ofqual may be referred to as the regulatory body responsible for overseeing the qualifications and standards related to the subject matter of the contract.

**PURPOSE OF THIS AGREEMENT**

This agreement is for the purpose of clearly specifying the role and responsibilities of a Centre in their dealings with Summit. 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.

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.

POINTS HEREBY AGREED

The Centre hereby agrees that it will:

**1. General Conditions of Recognition**

1a. Take all reasonable steps to ensure that Summit is able to comply with the requirements of Ofqual’s General Conditions of Recognition as updated and amended from time to time in relation to the activity it undertakes to deliver the provision of a Qualification on behalf of Summit. In particular, those requirements specified in Condition C1 and C2 will be observed.

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

2a. Take all reasonable steps to comply with requests from Summit for information, data or documents required by Summit, as soon as practicable.

2b. 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.

2c. Provide Summit and the Regulatory Authorities, on 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).

2d. Retain complete, accurate records for the specified period required by Summit and make these available to the Awarding Organisation on request. The records required will be specified by Summit and may include assessment records, verification records, certificate claims and learner data for each qualification.

**3. Monitoring activity and investigations**

3a. Comply with Summit’s requests in carrying out any reasonable monitoring activities and assist Ofqual in any investigations made for the purposes of performing its functions.

3b. Comply with all directions or sanction/s applied by Summit in accordance with its Centre Agreement.

**4. Centre workforce**

4a. Retain a Workforce of appropriate size and competence to undertake the delivery of the provision of any Qualification. This includes taking reasonable steps to ensure occupational competence where this is required by Summit for the assessment and quality assurance of specific Qualifications.

4b. Ensure it has sufficient managerial and other resources to effectively and efficiently undertake the delivery of the provision of the Qualifications as required by Summit.

4c. Provide personnel with appropriate inductions, training, and professional development to support their maintenance and development of the appropriate competencies and skills, aligned to industry standards or Summit requirements in connection with the delivery of a Qualification.

4d. Supply staff CVs and other evidence (for example original certificates) to Summit in a timely manner upon request.

4e. Have in place appropriate staff and relevant systems before the qualifications or assessments are made available in accordance with the requirements of the qualification(s).

4f. Ensure that staff involved with a qualification or assessment understand the relevant specification provided by Summit.

4g. Ensure that quality assurance and management processes are in place and that these apply across any satellite locations.

4h. Ensure effective communications systems are in place internally to keep all relevant staff informed of current Summit policies and procedures.

4i. Ensure appropriate policy and procedures are understood and followed by Centre staff.

4j. Ensure that conflicts of interest policy and procedures are understood and followed by staff.

4k. Notify Summit promptly of any conflicts of interest which relate to it, as required in Summit policy.

**5. Legislation, regulation and equalities**

5a. Undertake the delivery of the qualification or assessment in accordance with all and any equalities law and comply at all times with all legislation and directives relevant to its obligations under this contract.

5b. Ensure all equipment and accommodation used for the purpose of qualification delivery and assessment complies with the requirements of all and any health and safety regulations.

5c. Comply with all relevant laws and regulation including, safeguarding and prevent duties, Bribery Act 2010, Equality Act 2010, the General Conditions of Recognition and all regulatory criteria and codes of practice, as updated and amended from time to time.

5d. Comply with the requirements of Data Protection Legislation in relation to all Learner data and, without limitation:

* Collect the Learner Data that Summit reasonably requires for the purposes of this contract
* Inform Learners in writing of the Learner Data it collects and the purposes for which it is collected (which shall include as a minimum the transfer of the Learner Data for the purposes set out in any policy)
* Ensure that Learner Data is accurate and up to date and send to Summit an update if there is any change or correction to any Learner Data previously disclosed to Summit or if there is any refusal of processing of the Learner Data by a Learner for any reasons
* Not disclose Learner Data to any third party with the consent of the Learner
* Inform Learners that Learner Data will be processed in accordance with the Centre’s registration under Data Protection legislation
* Put in place adequate security measures to prevent unauthorised access to the Learner Data and provide to Summit on request all necessary information to verify the existence and extent of all such measures

5e. Maintain an appropriate equality and diversity policy and investigate any complaints it may receive relating to equalities in the delivery of Qualifications, reporting such complaints to Summit.

5f. Comply with Summit’s policies on access arrangements, reasonable adjustments, and special considerations.

**6. Complaints and appeals**

6a. Operate a complaint handling process and appeals process for the benefit of Learners.

6b. Adhere to Summits’ complaints, enquiries and appeals processes and provide appropriate information and support to enable Learners to access them.

**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, any 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 Summit 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 Summit of any incidents of malpractice or maladministration in line with the requirements of Summit’s malpractice/maladministration policy.

7i. Provide access to documents, records, data, staff, third parties, sub-contractors, Learners, satellite Centres or any other resource required by Summit during an investigation of Centre of malpractice or maladministration.

7j. Cooperate with Summit in any malpractice investigation it may carry out.

**8. Resources**

8a. Use buildings that provide access for Learners for assessment purposes, in accordance with relevant equalities legislation.

8b. Provide the necessary resources in accordance with any requirements outlined in Summit’s qualification specification.

8c. Maintain adequate systems and resources– including where appropriate, equipment, materials and software – to support the delivery of the qualification(s).

8d. Ensure the security of any assessment or examination material in respect of storage and the handling process in line with the requirements of Summit.

8e. Maintain the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of Summit’s qualifications and assessments.

8f. Agree to comply with the user conditions of all software used in performing this Contract or otherwise in relation to Learners (including, but not limited to, the Summit Portal).

8g. Have appropriate arrangements and contracts 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).

8h. Notify Summit if it becomes subject to a change of control, insolvency proceedings or unable to pay its debts.

8i. Have the staff, resources and systems necessary to support the assessment of components and the award of credits and, where necessary, the recording of exemptions.

**9. Learner support and identity**

9a. Register each Learner in line with the requirements of Summit, to ensure that each Learner is uniquely identified. Take appropriate and reliable steps to confirm each Learner’s identity is accurately and uniquely verified prior to an assessment taking place.

9b. Only register those Learners for Qualifications whom the Centre can reasonably expect to complete the Qualification.

9c. Take all reasonable steps to ensure Learners are informed about the requirements of the chosen Qualification as specified by Summit.

9d. Use the record of the Learner’s previous achievements to ensure that opportunities for the recognition of prior learning are maximised, where Learner consent is given.

9e. Take reasonable steps to ensure that all relevant Centre staff understand how and when to apply for Learner registration and certification.

9f. Recognise any restrictions regarding the minimum amount of time that Learners must be registered with Summit before certification, as well as the combination of units and or qualifications allowed.

9e. Provide appropriate induction and support to the Learner.

9f. Ensure it monitors and reviews its provision to keep it in line with the Qualification requirements.

9g. Operate a system to obtain feedback from Learners and others on Qualification arrangements.

9j. Take all reasonable steps to guard against fraudulent or mistaken claims for certificates.

**10. Management of third parties, sub-contractors or partnership arrangements**

10a. Not operate a satellite site without prior written consent of Summit. If consent is given the Centre shall ensure that each satellite complies with the provisions of this Contract and actively monitors that it does so. The Centre will make good any loss (including loss of reputation) which Summit suffers as a result of any action, failure to act, or negligence on the part of the Centre or its satellite site/s, employees, sub-contractors or agent.

10b. 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.

10c. Declare any partnership arrangements to Summit, or where the Centre becomes part of any collaborative arrangement or group. Ensure that where a partnership arrangement or collaborative arrangement exists, the respective roles and responsibilities are documented and made available to Summit, as required.

10d. Have in place contracts with third parties and sub-contractors that ensure all policies and requirements referred to in this Contract are enforceable with third parties and sub-contractors and disclose those agreements to Summit on request.

10e. Ensure it has effective communications systems in place with third parties and sub-contractors, to keep them up to date with the requirements of Summit and Ofqual.

**11. Management of risk**

11a. Take all reasonable steps to ensure the identification and management of risk to ensure it does not render Summit unable to carry out its awarding duties and responsibilities.

11b. Have appropriate policies and arrangements in place to identify any acts or omissions that might have or are likely to have an Adverse Effect.

11c. Take all reasonable steps to identify the risk of the occurrence of an Adverse Effect and notify Summit, as soon as practicable, of any such risk.

11d. Maintain a disaster recovery plan suitable for the management of those incidents and acts that could adversely affect the Centre, its people, resources, or its ability to carry out its business and responsibilities.

11e. Take all reasonable steps to ensure the risk of data security breach is managed.

**11. Withdrawal and interests of Learners**

11a. Co-operate fully with Summit in cases where either the Centre or Summit decides it needs to withdraw the Centre from its role in delivering a qualification or assessment. This co-operation will be provided whether the withdrawal is voluntary or not from the Centre’s perspective.

11b. Take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 11a above. This will apply whether the withdrawal is voluntary or not from the Centre’s perspective.

11c. Provide Summit with relevant details of all Learners enrolled on Qualifications.

11d. Adhere to the process specified by Summit for the withdrawal of the Centre from the delivery of a qualification or all qualifications. Take all reasonable steps to support the transfer of Learners to a different Centre where appropriate and with the Learners permission.

**12. Centre obligations**

12a. Comply with all policies and of the requirements specified in order to deliver provision and the assessments or examinations for the qualifications on behalf of Summit.

12b. Work in line with the quality assurance processes specified by Summit, which will be undertaken by Summit, or on its behalf.

12c. Meet any assessment requirements set by Summit.

12d. Work in line with any instruction issued by Summit to amend the marking of evidence generated by a Learner, during an assessment.

12e. Take reasonable steps not to make any statement in relation to Qualifications which is liable to mislead Learners, potential Learners or others and that is inconsistent with its recognition with Summit, or any specifications or guidance provided.

12f. Respond to all reasonable requests by Summit to supply any information to Summit within a specified time in relation to its responsibilities as a regulated Awarding Organisation and in the delivery and award of Summit qualifications and assessments.

12g. In the event that the Centre receives any advice or information from anyone other than an employee of Summit (including without limitation, an External Quality Assessor) (Advice) the Centre accepts and acknowledges that such Advice is not the advice of Summit, nor is it made on Summit’s behalf.

12h. Any advice provided by Summit shall be documented by it and Summit shall have no liability for any Advice received and/or acted upon by the Centre that is not.

12i. Provide payment of all valid invoices presented by Summit within the stated terms and conditions as per clause 18.

12j. Acknowledges that if Summit exercises its rights under clause 14b (suspend a Centre), Summit will accept no liability for any direct or indirect loss incurred by the Centre.

**13. Termination**

13a. Termination of this contact means that the Centre ceases to be a Summit Centre and no longer entitled to offer qualifications or assessments and that any permissions granted under it automatically terminate.

13b. The Centre may terminate this Contract:

* by providing at least three months’ written notice to Summit

13c. Summit may terminate this Contract for any reason, and without liability, by providing at least 30 calendar days’ written notice to the Centre.

13d. Summit may terminate the Contract on written notice with immediate effect, if the Centre is in breach of any of its obligations under this Contract. For clarity Summit may terminate this contact immediately:

1. The Centre is in material or persistent breach of any terms if this contract and if the breach is capable of remedy has failed to remedy it within thirty days of receiving a notice requiring it to do so, or within a reasonable shorter period specified in the notice, or
2. If the Centre undergoes a change of control, or
3. If the Centre or its staff commits or has committed any act of dishonesty or misconduct or engages or has engaged in any misconduct which in the reasonable opinion of Summit brings it into disrepute, or
4. If the Centre ceases or threatens to cease to trade, or becomes insolvent or makes any arrangement with its creditors, goes into liquidation or has a receiver or manager appointed over its business or any of the property or assessment of the business, or
5. If the Centre has not registered any Learners with Summit for more than two years

13e. On termination of this Contract (however it arises), the following sections shall continue in force: 1, 2, 3, 6, 7i, and 11, 12g, 12h, 16 and 17.

13f. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

**14. Awarding Body obligations**

14a. Summit is not obliged to undertake any work with a particular Centre, and the decision to commence any work rests entirely with Summit. This Contract shall apply across all current sites that the Centre occupies (and subject to clause 10a, any other additional sites occupied during the course of this Contract).

14b. Summit may serve a written notice to the Centre, at its sole discretion, to suspend its Centre status or its ability to offer any Qualification or assessment in relation to the Centre itself and/or one or more of its Satellites for such a period of time that it deems appropriate:

* In the circumstances set out in any Policy, or
* If the Centre fails to pay Summit, any charges when due in accordance with clause 13 unless they are subject to a bona fide dispute

Summit will:

14c. Deal with the Centre in accordance with its Policies which set out all the requirements with which the Centre must comply, in order to continue to deliver the qualifications.

14d. Provide reasonable and effective guidance and support to the Centre on the delivery of qualifications including the administrative, assessment and quality assurance requirements necessary to ensure compliance with the criteria for Centre and qualification approval and delivery of the qualification.

14e. Take all reasonable steps to protect the interests of Learners where the Centre withdraws from the delivery of an assessment/qualification.

14d. Specify a process to be followed in any withdrawal of the Centre (whether voluntary or not) from its role in delivering Summit qualifications.

14e. Answer accurately, fully and within a reasonable time any reasonable enquiries received from users of its qualifications.

14f. Upon request, provide the Centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.

14g. Provide information in relation to:

- a written complaints procedure

* + a published specification for each of the Qualifications made available
	+ published details for giving access arrangements, reasonable adjustments and special considerations
	+ published details of the expected dates or timescales for the issue of results
	+ the sanctions that could be applied to the Centre

14h. Issue e-certificates as part of the qualification fee to any Learner who has a valid entitlement to that certificate. Physical printed certificates are subject to an additional charge, as published in our fees on our website. Any replacement certificates, whether e-certificates or printed, are also subject to the published additional charges.

**15. Limitation of liability**

15a. Summit shall have no liability for the Centre for:

* loss of profits
* loss of sales or business
* loss or damage to goodwill or reputation

15b. The Centre agrees to compensate and indemnify Summit on demand of any liabilities.

**16. Confidentiality**

Summit and the Centre shall:

16a. keep each other’s Confidential Information confidential.

16b. use each other’s Confidential Information only as strictly necessary to perform its obligations under this contract.

16c. not disclose Confidential Information except to its employees, sub-contractors or professional advisers who need to have such information or as required by law, court order or any governmental or regulatory authority.

18d. Ensure that the employee’s, sub-contractors, and professional advisers to whom it discloses the Confidential Information comply with obligations of confidentiality equivalent to those set out in this clause.

**17. Intellectual Property Rights**

17a. The Intellectual Property rights to the Summit logo, any other Summit trademarks and any materials provided to the Centre by or on behalf of Summit shall at all times remain the property of Summit. They may be used, copied reproduced or translated by the Centre only in accordance with any relevant Policy or, in the event there is no such policy, with the prior written permission of Summit and subject to any conditions stated in the Policy or permission.

**18. Charges & Late Payments**

Summit Qualifications UK’s payment terms are as follows:

18a. All invoices are based on the current Fees and Pricing Policy for Summit Qualifications UK and are payable within 30 days from issue of invoice.

18b. Registration fees must be paid before learners can be registered for the qualification. Certification fees must be paid prior to any qualification assessments taking place.

18c. Payments should be made directly to the bank account details provided on the invoice unless specified otherwise by Summit Qualifications UK in writing.

18d. If requested, our accounts department can send you monthly statements via email which will detail the invoices raised, their due date, and when payment was received. It will also show how much is overdue and the total balance of the account.

18e. If invoices remain unpaid for 28 days from their due date, Summit Qualifications UK may suspend any further registrations or portal access/services until payment has been received in full.

18f. If late payments persist, then Summit Qualifications UK reserves the right to terminate this contract with immediate effect as per clause 13.

18g. In the event of multiple late payments, Summit Qualifications UK reserves the right to invoke the following measures:

i) Interest will be charged on the outstanding invoice(s) at a rate of [Bank of England base rate + 2%] per annum.

ii) Assign any claims arising from this contract to a debt collection agency.

**19. Dispute resolution**

Any dispute arising in relation to this Agreement shall be resolved in the following manner and order: The Parties shall endeavour to resolve the dispute in good faith. Should that endeavour not result in a resolution, then either Party may propose a mediation process to resolve the dispute. The other Party shall be free to reject such proposal. Should such a proposal be rejected, not made, or fail to resolve the dispute, the Dispute shall be finally resolved by the courts of England and Wales.

**20. No partnership or agency**

This Agreement shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any Party to make or enter any commitments for or on behalf of the other Party.

**21. Joint and several liability**

Where either Party is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter and sign this Agreement on behalf of that Party shall be jointly and severally liable for its obligations and liabilities arising under this Agreement.

**22. Entire Agreement**

This Agreement (including any Order Form issued pursuant to it) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter save that variations to this Agreement may be agreed between the Parties and must be evidenced in writing.

**23. Governing law**

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

**Signature block**

**For the Centre:**

|  |  |
| --- | --- |
| **Centre Manager Name:** |  |
| **Signature:** |  |
| **Position:** |  |
| **Company or Charity Number:** |  |
| **VAT No:** |  |
| **Date:** |  |

**For The British Institute of Recruiters:**

|  |  |
| --- | --- |
| **Name:** | Azmat Mohammed |
| **Position:** | Director |
| **Signature:** |  |
| **Date:** |  |