



## THE PRINCE'S TRUST Approved Centre Agreement

### Terms and conditions

#### Parties to this Agreement

- 1) **THE PRINCE'S TRUST**, a registered charity, incorporated by Royal Charter (RC000772) with its principal office at The Prince's Trust South London Centre, 8 Glade Path, London, England SE1 8EG. Registered charity number in England and Wales (1079675) and Scotland (SC041198) ("**The Prince's Trust**")

- 2) The "Centre":

*The Oaks Specialist College*

Within this Agreement the parties named above shall be referred to as 'the parties'. References to any party to the agreement include references to its successors and permitted assigns.

#### DURATION OF THIS AGREEMENT

This Agreement will commence from the date of agreement between both parties (see section 13) and will remain in force until a new version is updated and issued or until it is terminated in line with the termination clause in section 12.

#### PURPOSE OF THIS AGREEMENT

The Prince's Trust is an awarding organisation recognised by the relevant Regulatory Authorities for the award or authentication of specified qualifications and units. The Prince's Trust may appoint a third party to act as its agent to carry out certain aspects of its regulatory activities. For the purposes of this Agreement, the Centre is to work with any agents as if they were The Prince's Trust.

The purpose of this Agreement is to clearly specify the role and responsibilities of a Centre in its dealings with The Prince's Trust regarding qualifications. The contents of this Agreement are in keeping with the requirements of the Conditions and Principles as issued by our Regulatory Authorities.

By signing this Agreement, the Centre confirms its understanding of the terms and conditions contained within and agrees to adhere to the requirements herein. The terms specified in this Agreement will be referred to in the event of any dispute or disagreement arising which relates to the role and responsibilities of a Centre.

#### DEFINITIONS

The **Agreement** means:

- (i) this document, its schedules and any other documents attached to it or incorporated by reference (all as amended or added to from time to time).

The **Centre** means:

- (i) an organisation undertaking the delivery of qualifications and assessments to learners on behalf of an awarding organisation. References to the “Centre” are references to the legal entity or person(s) (whether operating as a self-employed person or in partnership) contracting to become an approved qualifications centre with The Prince’s Trust.

**Data Protection Legislation** means:

- (i) the Data Protection Act 2018; and,
- (ii) the EU General Data Protection Regulation (EU) 2016/679 and any national implementing legislation, from time to time.

**Learner** means:

- (i) any person registered to participate on a Prince’s Trust qualification, unit and/or programme.

**Prince’s Trust Qualifications** means:

- (i) the division of The Prince’s Trust, which is responsible for the development, verification and awarding of qualifications and units, and is recognised by the Regulatory Authorities.

**Qualifications Support Packs** means:

- (i) the information guides available to all Centres which outlines the policies, processes and responsibilities of undertaking qualifications and units owned by The Prince’s Trust.

**Reasonable Adjustments** means:

- (i) any actions that help to reduce the effect of a disability or difficulty. Reasonable Adjustments must not, however, affect the reliability or validity of assessment outcomes nor must they give the learner an assessment advantage over other learners undertaking the same or similar assessments.

**Regulatory Authority** means:

- (i) The Office of Qualifications and Examinations Regulation (Ofqual), Qualifications Wales, The Council for the Curriculum, Examinations and Assessment (CCEA Accreditation) and The Scottish Qualifications Authority (SQA Accreditation);
- (ii) any replacement or successor authority of a body listed in (i) above; and
- (iii) any other third party organisation which requires information for the purposes of this Agreement, as required by The Prince’s Trust or one of the bodies listed in (i) or (ii) above.

**Special Considerations** means:

- (i) a process which may result in an adjustment to the results of learners who have not been able to demonstrate attainment because of temporary illness, indisposition or an unforeseen incident at the time of the assessment. Special consideration cannot give a learner an unfair advantage, nor must its use cause the user of a certificate to be misled regarding a learner’s achievement. The learner’s results must reflect real achievement in assessment and not potential ability. To this end, special considerations can only be a small post-assessment adjustment to the outcome.

Reference to a provision of law applies as extended, applied, amended or enacted from time to time and includes any subordinate legislation.

## RESPONSIBILITIES OF THE CENTRE

The Centre will:

### 1. General responsibilities

- 1a. take all reasonable steps to ensure that The Prince's Trust is able to comply with the requirements of the relevant Regulatory Authorities in relation to the delivery of Prince's Trust qualifications, units and/or programmes.
- 1b. comply with all of the requirements specified in The Prince's Trust policies, procedures, handbooks, guides and brand guidance in order to continue to deliver qualifications, units and programmes on behalf of The Prince's Trust.
- 1c. agree to the application of sanctions as laid down by The Prince's Trust.

### 2. Qualification and Unit Delivery

- 2a. appoint an individual to be the named point of contact for the purposes of fulfilling the duties stated in our Qualifications Support Packs and to update Centre information.
- 2b. have in place appropriate staff and relevant systems before the qualifications, units or programmes are made available to Learners.
- 2c. retain at all times a workforce of appropriate size and competence to undertake the delivery of the qualification as specified in the qualifications specification and Qualifications Support Packs. This includes taking reasonable steps to ensure occupational competence where this is required by The Prince's Trust for the delivery, assessment and verification of specific qualifications, units or programmes.
- 2d. provide staff with appropriate inductions and professional development to ensure staff can maintain the relevant expertise and competences, and understand the relevant specification for the qualifications and units they are involved in delivering.
- 2e. supply staff CVs, evidence of CPD and other evidence (for example original certificates) to The Prince's Trust in a timely manner upon request.
- 2f. ensure effective communications systems are in place internally to keep all relevant staff informed of the current Prince's Trust policies and procedures, as updated and amended from time to time.
- 2g. ensure that sufficient internal quality assurance and management policies and processes are in place and that these apply across all permitted assigns.
- 2h. adhere to any assessment requirements as per the qualification, unit or programme specifications.
- 2i. maintain adequate systems and resources – including where appropriate, the necessary level of financial, technical and staffing resources and systems necessary to support the delivery of The Prince's Trust qualifications, units and programmes.

- 2j. have appropriate arrangements and agreements in place with any third parties, satellite centres or suppliers who provide goods or services to the Centre which contribute to the delivery and/or assessment of the qualifications, units and programmes. Where these are not in place the third parties, satellite centres or suppliers will be required to sign a copy of this Approved Centre Agreement.
- 2k. have the staff, resources and systems necessary to support the assessment of qualifications, units and programmes and the award, accumulation and transfer of credits and, where necessary, the recording of exemptions.

### **3. Learner Registration and Certification**

- 3a. register each Learner in line with the requirements of The Prince's Trust to ensure that each Learner is uniquely identified.
- 3b. take appropriate and reliable steps to confirm each Learner's identity prior to assessment taking place.
- 3c. have arrangements in place to obtain a Unique Learner Number (ULN) or Scottish Candidate Number (SCN) on behalf of its Learners and provide these to The Prince's Trust on registration of Learners.
- 3d. register/enter Learners for assessment in an efficient manner and following The Prince's Trust timetables.
- 3e. take reasonable steps to ensure that all relevant Centre staff understand how and when to apply for Learner registration and certification.
- 3f. take all reasonable steps to guard against fraudulent or mistaken claims for certificates, qualifications or units.
- 3g. have appropriate internal quality assurance arrangements in place to ensure the effective and efficient delivery of the qualifications, underpinned by appropriate record keeping.
- 3h. ensure that assessments are undertaken by individuals that are independent to the Learners.

### **4. Retention of records and access to records, people and premises**

- 4a. maintain all Learner records and details of achievement in an accurate, timely and secure manner, for a minimum of three years from the end of the academic year of completion, in line with the requirements of The Prince's Trust and Data Protection Legislation and make these records available to The Prince's Trust and the Regulatory Authorities for external quality assurance and auditing purposes, as required. Information on the documents that The Prince's Trust recommend be kept as a minimum can be found in our Qualifications Support Packs.
- 4b. take all reasonable steps to comply with requests from The Prince's Trust for information, data or documents required by The Prince's Trust and/or by the Regulatory Authorities, as soon as practicable.

- 4c. provide The Prince's Trust and the Regulatory Authorities, on reasonable notice (usually within 5 working 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 permitted assigns).
- 4d. obtain all necessary consents to share personal data as defined in the Data Protection Legislation and as required by this Agreement.
- 4e. provide Learners and/or parents and guardians with a copy of the privacy notice produced by the Learning Records Service.

## **5. Legislation**

- 5a. undertake the delivery of the qualifications, units or programmes in accordance with all applicable legislation and regulations relating to equality.
- 5b. ensure all equipment and accommodation used for the purpose of qualification, unit and programme delivery and assessment complies with the requirements of Health and Safety regulations.
- 5c. comply with the requirements of the Data Protection Legislation in relation to all Learner data.
- 5d. comply with all relevant law, regulatory criteria and codes of practice as updated and amended from time to time.

## **6. Policies and procedures**

- 6a. operate a complaint handling process or appeals process for the benefit of Learners.
- 6b. adhere to the complaints and appeals policies of The Prince's Trust and provide appropriate information and support to enable Learners to access the appeals process.
- 6c. 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 permitted assigns and all third parties.
- 6d. promptly notify The Prince's Trust of any actual or suspected incidents of malpractice or maladministration in relation to Prince's Trust qualifications and units, usually within 5 working days.
- 6e. adhere to the malpractice and maladministration Policy of The Prince's Trust and provide appropriate access to documents, records, data, staff, third parties, sub-contractors, Learners, permitted assigns or any other resource required by The Prince's Trust during an investigation of malpractice or maladministration.
- 6f. provide correspondence with The Prince's Trust if the Centre is subject to sanctions for malpractice by other awarding organisations.
- 6g. promptly notify The Prince's Trust of any changes to the Centre, including change of Centre name, change of named contact, or change of address.

## **7. Management of third parties and sub-contractors**

- 7a. ensure all assignments have been declared to The Prince's Trust and promptly notify The Prince's Trust of any changes to these permitted assignments.
- 7b. implement and maintain an effective system for the management of all third party and sub-contracted services and any permitted assignments and ensure that all policies and requirements referred to in this Agreement apply to these third parties and sub-contractors.
- 7c. ensure that, where a partnership arrangement exists, the respective roles and responsibilities are documented and made available to The Prince's Trust as required.
- 7d. 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, including the management of conflicts of interest.
- 7e. ensure it has effective communication systems in place with third parties and sub-contractors to keep them up to date with the requirements of The Prince's Trust and the Regulatory Authorities.
- 7f. where there is no agreement in place between the Centre and any third party or satellite centre undertaking or affecting the assessment or delivery of qualifications which adequately covers the conditions of this agreement, the third party, satellite centre or sub-contractor will be required to sign a copy of this Agreement.

## **8. Suspension of Centre Approval**

- 8a. co-operate fully with The Prince's Trust in cases where either the Centre or The Prince's Trust decides it needs to withdraw the Centre from its role in delivering qualifications, units or programmes. This co-operation will be provided whether the withdrawal is voluntary or not from the Centre's perspective.
- 8b. take all reasonable steps to protect the interests of Learners in the case of such a withdrawal as referred to in point 8a above. This will apply whether the withdrawal is voluntary or not from the Centre's perspective.
- 8c. ensure that registrations/entries for qualifications and units are made within any two-year period. Failure to do so will result in suspension or termination of this Agreement. This does not affect a Centre's subsequent approval.

## **9. Fees**

- 9a. provide payment of all valid invoices presented by The Prince's Trust in accordance with The Prince's Trust Invoice policy.
- 9b. accept that failure to pay The Prince's Trust in accordance with the invoice policy may result in services being suspended and/or Centre Approval being terminated as set out under Section 8 of this Agreement.
- 9c. accepts that any and all expenses, costs, and charges incurred by the Centre in the performance of its obligations under this Agreement shall be paid by the Centre.

## **10. Logo Use and Intellectual property**

- 10a. not make any statements, advertisements or promotions in relation to the qualifications of The Prince's Trust that are likely to mislead Learners and other users of the qualifications.
- 10b. not use The Prince's Trust Qualifications logo without written permission being given from the Responsible/ccountable officer and where permission has been given adhere to conditions of use including style and brand guidelines.
- 10c. understand that all rights (including ownership and copyright) in any specifications, instructions, schemes of work, plans, or other material furnished to or made available to the Centre by Prince's Trust Qualifications shall remain vested solely as The Prince's Trust's and the Centre shall not without prior written consent use or disclose to a third party.

## **RESPONSIBILITIES OF THE PRINCE'S TRUST:**

The Prince's Trust will:

### **11. Responsibilities of The Prince's Trust**

- 11a. update its policies and procedures from time to time to ensure compliance with regulatory standards and relevant legislation.
- 11b. set out all the requirements with which the Centre must comply in order to continue to deliver the qualifications. These requirements can be found in the Qualifications Support Packs and in the various policies, procedures and guidance issued from time to time.
- 11c. take all reasonable steps to protect the interests of Learners where the Centre withdraws from the delivery of qualifications, or units.
- 11d. take all reasonable steps to protect the interests of Learners where The Prince's Trust withdraws qualifications, or units. The Prince's Trust will give reasonable notice to centres of all changes to qualifications in accordance with the withdrawal processes and policy.
- 11e. review the fees from time to time and shall promptly inform Centres in writing of any changes.
- 11f. answer accurately, fully and within a reasonable time any reasonable enquiries received from users of qualifications and units.
- 11g. provide guidance to the Centre in respect of the parts of the delivery of qualifications and units which the Centre undertakes.
- 11h. undertake quality assurance activities in relation to this agreement from time to time in accordance with quality review guidance given in the Qualifications Support Packs.

- 11i. make available to Centres:
- 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 Prince's Trust;
  - a written complaints procedure;
  - information on the appeals process to enable the results of assessments to be appealed;
  - a specification for each of the qualifications and units made available;
  - details of arrangements for making Reasonable Adjustments;
  - details for arrangements for giving Special Consideration; and
  - details of the expected dates or timescales for the issue of results.

## **12. Data Protection**

- 12a. The parties acknowledge and agree that, that for the purposes of the Data Protection Legislation, the parties are joint data controllers in respect of any personal data and/or special categories of personal data relating to Learners and exchanged between the parties in furtherance of the Agreement.
- 12b. Each party shall ensure that it complies with its obligations under the Data Protection Laws at all times during the term of the Agreement.

## **13. Termination**

- 13a. This Agreement can be terminated:
- (i) by either party, in writing with at least one month's notice;
  - (ii) by The Prince's Trust, upon expiry (by whatever means) of the relevant Programme Agreement; or
  - (iii) automatically by The Prince's Trust if no Learner registration / entries for a qualification or unit are made over any two-year period.
- 13b. The provisions of clauses 13a may be varied by agreement of the parties to ensure Learners are fully protected and given the opportunity to complete their qualification or transfer to another training provider, if required.
- 13c. Sections 1, 4, 5c, 8, 9, 10, 11 and 12 of this Agreement continue beyond termination.

## **14. DECLARATION**

I, the undersigned, declare that the Centre understands that this is an enforceable agreement between the Centre and The Prince's Trust. I further understand and agree that this Agreement applies for whole period of time during which the Centre operates as an 'approved' 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 approval 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. Where information in relation to this Agreement changes I will hereby notify The Prince's Trust of these changes within 5 working days. 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. I agree to act in accordance with the requirements specified in this Agreement.