



## CENTRE AGREEMENT

### 1. Parties to this agreement

Achieve+Partners Limited whose registered office is at 2 Clifton Moor Business Village, James Nicholson Link, York, YO30 4XG

and

[insert name and address of centre]

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

### 2. Duration of this agreement

2.1 Date of agreement: [insert centre approval date]

2.2 This agreement will be in place from the date of agreement by both parties and will remain in place indefinitely unless terminated in line with the termination clause in section 31.

### 3. Purpose of this agreement

3.1 This Agreement is for the purpose of clearly specifying the role and responsibilities of the centre in its dealings with Achieve+Partners. The terms of this agreement have been drafted to reflect the requirements of the regulatory authorities in England.

3.2 By signing this Agreement, the centre confirms its understanding of the terms and conditions in this Agreement and agrees to adhere to the requirements and obligations 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 the centre.

### 4. Scope

4.1 This agreement relates to all areas which the centre and Achieve+Partners have agreed to work together on the delivery of Achieve+Partners qualifications and the invigilation of knowledge tests for end-point assessment of apprenticeship standards in England.



## 5. Interpretations and definitions

Adverse effect	<p>an act, omission, event, incident or circumstance has an adverse effect if it –</p> <ul style="list-style-type: none"> <li>a) gives rise to prejudice to learners or potential learners, or</li> <li>b) adversely effects – <ul style="list-style-type: none"> <li>+ the ability of the awarding organisation to undertake the development, delivery or award of qualifications in accordance with its Conditions of Recognition,</li> <li>+ the standards of qualifications which an awarding organisation makes available or proposes to make available, or</li> <li>+ public confidence in qualifications.</li> </ul> </li> </ul>
Anti-corruption and Anti-bribery law	all related laws, statutes and regulations relating to anti-corruption and anti-bribery including but not limited to the Bribery Act 2010.
Awarding Organisation	an organisation recognised and accredited by Ofqual in respect of the General Conditions of Recognition and award or authentication of a specified qualification.
Centre	an organisation undertaking the delivery of qualifications on behalf of the awarding organisation and end-point assessment organisation. Centres are typically educational institutions, training providers, or provider employers.
Data protection law	The Data Protection Act 1998, the General Data Protection Regulation (EU) 2016/679, Privacy and Electronic Communications Regulations 2003 or any legislation in a jurisdiction other than England which has an equivalent purpose and effect, and any amendments or updates to the regulations listed above.
End-Point Assessments	<p>End-point assessment is a holistic and independent assessment of the knowledge, skills and behaviours which have been learnt throughout an apprenticeship standard. the requirements for end-point assessment are set out in the assessment plan for each specific standard.</p> <p>Ofqual's definition for qualifications include end-point assessments externally quality assured by the qualification's regulator.</p>



End-Point Assessment Organisation	<p>The end-point assessment organisation will, in line with the assessment plan:</p> <ul style="list-style-type: none"> <li>+ design and develop the content of the end-point assessment. For example, test questions, project topics or interview scripts.</li> <li>+ check and verify that the apprentice has completed any prerequisites to endpoint assessment, including any mandatory qualifications</li> <li>+ conduct end-point assessment of apprentices</li> <li>+ quality assure the end-point assessments they deliver</li> <li>+ adhere to the external quality assurance arrangements</li> <li>+ ensure end-point assessment is synoptic and independent</li> <li>+ identify and record when the apprentice has passed the end-point assessment apply and pay for the apprenticeship certificate</li> </ul>
Equalities law	The Equality Act 2010, or any Act that was a statutory predecessor to that Act, or any legislation in a jurisdiction other than England which has an equivalent purpose and effect
General Conditions of Recognition	General Conditions of Recognition issued by Ofqual in September 2013 or any subsequent version of this document.
Health and Safety law	<p>all related laws, statutes and regulations relating to health and safety including but not limited to the Health and Safety at Work Act 1974.</p> <p>Including all laws, statutes and regulations relating to the safeguarding of young people and vulnerable adults.</p>
Maladministration	is any practice, activity or omission which deliberately or negligently results in non-compliance with administrative assessment requirements.
Malpractice	is defined as an instance or act of improper or inappropriate practice by personnel involved in the provision of assessment.
Qualification	<p>An award made to a learner for the achievement of the specified combination of credits, or credits and exemptions, required for that award.</p> <p>The definition of a qualification includes an end-point assessment for the achievement of an apprenticeship.</p>



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Reasonable adjustment	is any action that helps to reduce the effect of a disability or difficulty that places the learner at a substantial disadvantage in an assessment situation.  It is made to allow an assessment for an apprenticeship component that enables a disadvantaged learner to demonstrate his or her knowledge, skills or understanding of the levels of attainment required by the qualification.
Regulators	Refers to the External Quality Assurance Organisation for the apprenticeship standard which is being assessed.
Relevant standards	refers to any apprenticeship standard for which the relevant approved centre is recognised to provide invigilation for by Achieve+Partners.
Special consideration	can be applied after an assessment if there was a reason that the learner may have been disadvantaged during the assessment.

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## 6. Qualifications' regulation

- 6.1 Take all reasonable steps to ensure that Achieve+Partners is able to comply with the requirements of the General Conditions of Recognition in relation to the activity it undertakes to deliver qualifications. In particular, those requirements specified in Condition C1 and C2 will be observed.

## 7. Monitoring arrangements

- 7.1 Assist Achieve+Partners in carrying out any reasonable monitoring activities and assist the regulators in any investigations made for the purposes of performing its functions.
- 7.2 Work in line with the quality assurance processes specified by Achieve+Partners, which will be undertaken by Achieve+Partners or on its behalf.
- 7.3 Work in line with any instruction issued by Achieve+Partners to deliver qualifications.
- 7.4 Comply fully with Achieve+Partners' centre monitoring criteria and sanction policy taking all reasonable steps to carry out actions set by Achieve+Partners within the timeframe set.



## 8. Legislation

The centre shall comply with all laws and regulations relating to their activities in providing Achieve+Partner's qualifications, in particular:

- 8.1 Deliver Achieve+Partners' qualifications in accordance with Equalities Law as defined in section 4 of this agreement. In particular the centre shall:
  - + Hold and comply with an equality and diversity policy that sets out the procedures to address the relevant requirements of the Equality Act 2010.
  - + Comply at all times with Achieve+Partners' own Equality, Diversity and Inclusion, reasonable adjustments and special considerations policies.
  - + Notify Achieve+Partners immediately if the centre has breached their own policy in the delivery of qualifications, receives a complaint relating to equality in the delivery of a qualification or becomes aware of a feature of a qualification including its assessment, which has or has potential to disadvantage learners with protected characteristics.
- 8.2 Deliver Achieve+Partners' qualifications in accordance with Data Protection legislation as defined in section 4 of this agreement. In particular the centre shall:
  - + Hold and comply with a data protection policy that sets out the procedures to address the relevant requirements of related legislation.
  - + Display and make available privacy notices to learners that are clear and provide clarity about which of their personal data are shared with Achieve+Partners, the qualifications regulator and other public bodies such as the Institute for Apprenticeships and Technical Education
  - + Notify Achieve+Partners immediately if the centre has breached their own policy in the delivery of qualifications, receives a complaint relating to the breach of data protection within or outside of their centre that may affect security of learner data.
- 8.3 Deliver Achieve+Partners' qualifications in accordance with Health and Safety legislation, including the safeguarding of children and vulnerable adults as defined in section 4 of this agreement. In particular the centre shall:
  - + Hold and comply with both a Health and Safety and Safeguarding policy that sets out the procedures to address the relevant requirements of related legislation.
  - + Comply at all times with Achieve+Partners' monitoring criteria regarding health and safety requirements for learners



- + Notify Achieve+Partners immediately and take action as necessary if the centre has breached their own policy in the delivery of qualifications receives a complaint relating to concerns about health and safety arrangements or the safeguarding of learners.
  - + Ensure all equipment and accommodation provided by the centre, used for the purpose of qualification delivery complies with the requirements of Health and Safety regulations.
- 8.4 Deliver Achieve+Partners' qualifications in accordance with Anti-corruption and Anti-bribery law, statutes and regulations. The centre must notify Achieve+Partners immediately if there has been a breach in either of these laws that affects or could affect the assessment of a learner.
- 8.5 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.

## 9. Intellectual property and copyright

- 9.1 The centre will not seek or acquire any rights in respect of Achieve+Partners' intellectual property (IP).
- 9.2 The centre will follow Achieve+Partners' instructions and requests to help protect ownership of these rights.
- 9.3 The centre will immediately inform Achieve+Partners of any issues relating to IP owned by Achieve+Partners.
- 9.4 The centre agrees to adhere to Achieve+Partners' copyright at all times.
- 9.5 The centre shall seek written permission from Achieve+Partners in relation to the reproduction, printing or distribution of any materials owned by Achieve+Partners.

## 10. Confidentiality

- 10.1 The centre will protect the confidentiality of sensitive information as requested by Achieve+Partners at all times.
- 10.2 Be liable for the breach of confidentiality of any such information.
- 10.3 The centre agrees to destroy any confidential information as requested by Achieve+Partners on the termination of this agreement.
- 10.4 This obligation shall survive the termination of the agreement for as long as any confidential information is held by the centre.



## 11. Representations

- 11.1 The centre shall use the Achieve+Partners logo in accordance with guidelines.
- 11.2 The centre shall advertise and promote only those qualifications, which they have been approved to deliver.
- 11.3 The centre shall not make any statement in relation to Achieve+Partners' qualifications in a manner that is likely to be misleading to any user of its qualifications.

## 12. Provision of information and reporting to Achieve+Partners

- 12.1 The centre will notify Achieve+Partners immediately if there is a material change in the governance structure or legal status, a change of control of the organisation, a merger between it and another body or insolvency or bankruptcy proceedings.
- 12.2 Where Achieve+Partners serves a written notice on the centre requiring the centre to provide it with any information that it seeks for the purpose of performing its functions the centre will comply with the terms of that notice.
- 12.3 The centre must ensure that all information provided to Achieve+Partners is accurate and complete.
- 12.4 The centre must notify Achieve+Partners immediately if it becomes aware of any breach or potential breach of legislation, qualification regulations or policies that it operates.
- 12.5 The centre agrees to notify Achieve+Partners immediately if it has had its status withdrawn by another Awarding Organisation or its contract suspended or withdrawn from the Education and Skills Funding Agency.
- 12.6 Provide Achieve+Partners and the Regulatory Authorities, on reasonable notice (usually within 7 days), access to premises, people and records as required, and fully co-operate with their monitoring activities, including but not limited to providing access to any premises or sites used.

## 13. Management of third parties and sub-contractors

- 13.1 Implement and maintain an effective system for the management of all third party and sub-contracted services and any 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.
- 13.2 Has 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).
- 13.3 Ensure that where a partnership arrangement exists the respective roles and responsibilities are documented and made available to Achieve+Partners as required.



- 13.4 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.
- 13.5 Ensure it has effective communications systems in place with third parties and sub-contractors to keep them up to date with the requirements of Achieve+Partners and the regulators.
- 13.6 Not assign or transfer any benefit or obligation under this agreement to a third party without prior written consent from Achieve+Partners.

#### 14. Resources

- 14.1 Hold and comply with policies and procedures to plan and maintain delivery capacity and capability.
- 14.2 Use buildings that provide access for apprentices for assessment purposes, in accordance with relevant equalities, health and safety legislation.
- 14.3 Ensure that the full range of relevant, current equipment required to assess the qualifications is supplied.
- 14.4 Provide and maintain the necessary resources in accordance with any requirements outlined in Achieve+Partners' qualifications specifications.
- 14.5 Maintain adequate systems and resources, including where appropriate, equipment, materials and software, to support the delivery of qualifications.
- 14.6 Has the necessary level of financial, technical and staffing resources and systems to support the delivery of Achieve+Partners' qualifications.
- 14.7 Retain a workforce of appropriate size and competence to undertake the delivery of qualifications. This includes taking reasonable steps to ensure occupational competence where this is required by Achieve+Partners for the assessment of specific qualifications.
- 14.8 Ensure that it has available sufficient managerial and other resources to enable it effectively and efficiently to undertake the delivery of qualifications as required by Achieve+Partners.
- 14.9 Provide staff with appropriate induction and professional development (including a development plan) to ensure staff can maintain the relevant expertise and competence required by Achieve+Partners.
- 14.10 Ensure that all staff involved with delivery of qualifications understand the requirements provided by Achieve+Partners.
- 14.11 Ensure effective communications systems are in place internally to keep all relevant staff informed of current Achieve+Partners policies and procedures.
- 14.12 Hold and maintain a disaster recovery and business continuity plan which protect the interests of learners.



14.13 Ensure that quality assurance and management processes are in place and that these apply across all site locations.

### **15. Withdrawal of approval and interests of learners**

- 15.1 Co-operate fully with Achieve+Partners in cases where either the centre or Achieve+Partners decides it needs to withdraw the centre from its role in delivering a qualification. This co-operation will be provided whether the withdrawal is voluntary or not from the centre's perspective.
- 15.2 Take all reasonable steps to protect the interests of learners in the case of such a withdrawal as referred to in point 15.1 above. This will apply whether the withdrawal is voluntary or not from the centre's perspective.
- 15.3 Adhere to the process specified by Achieve+Partners for the withdrawal of the centre from the delivery of a qualification or all qualifications outlined in the centre handbook.
- 15.4 The centre agrees to notify Achieve+Partners immediately upon deciding to withdraw from centre approval or that of a qualification, and ease registration to the related qualification(s) immediately.
- 15.5 Provide and deliver a communication plan about the centre's plan to withdraw and ensure all affected parties are notified.
- 15.6 Assist Achieve+Partners in the transfer of learners to other approved centres and/or qualifications where appropriate.
- 15.7 Upon completion of all withdrawal arrangements cease the use of and remove the Achieve+Partners logo from all media.

### **16. Learner registration and certification**

- 16.1 Register each learner in line with the requirements of Achieve+Partners to ensure that each learner is uniquely identified.
- 16.2 Register learners for assessment in a timely manner in accordance with Achieve+Partner's requirements.
- 16.3 Take appropriate and reliable steps to confirm each learner's identity prior to registration and assessment taking place.
- 16.4 Use the record of the learner's prior learning and achievement to ensure that opportunities for credit transfer and exemption are maximised, where learner consent is given.
- 16.5 Recognise any restrictions regarding the minimum amount of time that learners must be registered with Achieve+Partners before certification, as well as the combination of units and or qualifications allowed.



- 16.6 Take reasonable steps to ensure that all relevant centre staff understand how and when to apply for learner registration and certification.
- 16.7 Take all reasonable steps to guard against fraudulent or mistaken claims for certificates.
- 16.8 Have arrangements in place to obtain on behalf of its learners a Unique Learner Number (ULN) and a learner record (unless learner chooses not to have one) where the learner is funded by the Education and Skills Funding Agency.
- 16.9 Hold and follow policies and procedures for identifying and confirming relevant exemptions and proxies which may apply in specific circumstances.

### **17. End-point assessment bookings**

- 17.1 Book apprentices in for assessment in a timely manner in accordance with Achieve+Partners requirements.
- 17.2 Take appropriate and reliable steps to confirm each apprentice's identity prior to assessment taking place.
- 17.3 Take reasonable steps to ensure that all relevant centre staff understand how and when to book end-point assessment examinations.

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

- 18.1 Maintain all learner records and details of achievement in an accurate, timely and secure manner in line with the requirements of Achieve+Partners and Data Protection legislation and make these records available for external quality assurance and auditing purposes, as required.
- 18.2 Retain complete accurate records, for a minimum of three years from completion of all qualifications and make these available to Achieve+Partners upon request. The records required will be specified by Achieve+Partners and may include assessment and verification records, certificate claims, learner data for each qualification etc.
- 18.3 Provide Achieve+Partners, upon request, with outline monitoring data for participation, achievement and destination for each Achieve+Partners qualification delivered by the centre.

### **19. Protection of sensitive data**

- 19.1 The centre agrees to comply with Achieve+Partners' requirements including those relating to the security and storage of assessment documentation and the verification of apprentice identity.



- 19.2 The centre agrees to comply with the arrangements for use of the Achieve Hub and, Achieve+Partners' bookings and examinations systems.
- 19.3 The centre agrees to notify Achieve+Partners should live assessment materials be compromised and take immediate remedial action as required.
- 19.4 The centre holds and maintains a document security policy that sets out the levels of control within the centre.

## **20. Identification and management of risk**

- 20.1 The centre operates robust arrangements to identify and manage any incident that may occur, which could have an adverse effect on the quality of an apprentice's experience, qualification outcome.
- 20.2 Take all reasonable steps to identify the risk of the occurrence of any incident, which could have an adverse effect.
- 20.3 Monitor incidents, actions and records to identify any common features that could result in the improvement of policies, procedures, arrangements or training.
- 20.4 Provide suitable training to all personnel involved in the delivery of Achieve+Partners' qualifications to identify and manage the occurrence of incidents, which could have an adverse effect.
- 20.5 Notify Achieve+Partners immediately upon identifying any risk, act, omission or incident and take all reasonable steps to prevent the incident from reoccurring, reduce the risk or occurrence and prevent or mitigate adverse effects.

## **21. Conflicts of interest**

- 21.1 The centre holds and maintains a conflict of interest policy that sets out the arrangements to manage actual and potential conflicts of interest for centre and sub-contracted personnel involved in the delivery of Achieve+Partners' qualifications.
- 21.2 Hold and maintain an up to date conflict of interest register of actual and potential conflicts of interest and provides copies of this to Achieve+Partners' personnel as required.
- 21.3 Holds evidence of conflict of interest declarations of personnel involved in the delivery of Achieve+Partners' qualifications.

## **22. Quality assurance and assessment**

- 22.1 Have robust arrangements in place for the delivery of qualifications including the identification and management of plagiarism, malpractice and maladministration for all apprentices undertaking Achieve+Partners qualifications.



- 22.2 Carry out proportionate sampling based on risk and in line with Achieve+Partner's requirements for each qualification the centre delivers.
- 22.3 That effective arrangements are in place for the claiming of learner achievement are submitted to Achieve+Partners securely, accurately, in a timely manner and in line with Achieve+Partner's requirements.
- 22.4 Comply fully with the requirements for assessment as set out in the specific qualification's handbook(s), and the quality assurance requirements set by Achieve+Partners, detailed in the centre handbook.
- 22.5 Carry out standardisation and moderation activity as specified by Achieve+Partner's requirements.
- 22.6 Comply fully with the requirements for end-point assessment examinations as set out in Achieve+Partners end-point assessment's specifications.
- 22.7 Have robust arrangements for the fair and valid assessment of learners including checking authenticity, delivery, marking assessments, observation of learner performance, learner questioning, and other methods appropriate to meet qualification requirements.
- 22.8 Have robust arrangements for the fair and valid invigilation of apprentices to meet end-point assessment requirements.
- 22.9 Co-operate with Achieve+Partners in the quality assurance and moderation of qualifications Including taking remedial actions as required by Achieve+Partners.
- 22.10 Have adequate arrangements in place to identify correctly learners' needs for reasonable adjustments and special considerations.
- 22.11 Apply to Achieve+Partners in a timely and accurate manner, in line with the published policy, for reasonable adjustments and/or special considerations to be applied before assessment takes place.
- 22.12 Apply reasonable adjustments as required by Achieve+Partners to end-point assessment invigilation
- 22.13 Ensure that the security of assessment materials is maintained at all times and notify Achieve+Partners immediately if the security of these materials has been breached and if any adverse effect has taken place.
- 22.14 Take all reasonable steps to ensure that no person discloses or causes to be disclosed any confidential assessment information, including results where Achieve+Partners have not issued the result.
- 22.15 The centre shall not permit invigilation to be undertaken by a person who has a personal interest in the outcome of the assessment.

### **23. Malpractice including maladministration**

- 23.1 Comply with the Achieve+Partners Malpractice policy.



- 23.2 Have in place robust procedures for preventing and investigating allegations/incidents of malpractice or maladministration, which are up to date and communicated across the centre, its sites, sub-contractors and third parties.
- 23.3 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.
- 23.4 Take all reasonable steps to prevent incidents of malpractice or maladministration from occurring.
- 23.5 Take all reasonable steps to investigate any suspected incidents of malpractice or maladministration and rectify any negative impact of these incidents.
- 23.6 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 Achieve+Partners as required. This plan should also identify any areas of improvement required to ensure the malpractice or maladministration does not recur in the future.
- 23.7 Take appropriate and proportionate action against those responsible for the malpractice or maladministration to ensure it does not recur in the future.
- 23.8 Deliver, in full, the actions required to manage and rectify any identified incidents of malpractice or maladministration.
- 23.9 Promptly notify Achieve+Partners of any incidents of malpractice or maladministration in line with the requirements of Achieve+Partners' malpractice/maladministration policy.
- 23.10 Hold and comply with an internal whistle blower policy.

#### **24. Financial**

- 24.1 Provide payment in full of all valid invoices presented by Achieve+Partners within the stated terms and conditions
- 24.2 Be responsible for the payment of costs incurred by the centre and those acting on the centre's behalf relating to the delivery of Achieve+Partner's qualifications
- 24.3 Provide to Achieve+Partners and/or the qualifications regulator information to view the centre's financial viability and capacity to deliver Achieve+Partner's qualifications



## 25. Achieve+Partners' Responsibilities

- 25.1 Achieve+Partners hereby agrees that it will:
- 25.2 Set out all the requirements with which the centre must comply in order to continue to deliver qualifications. These requirements can be found on the Achieve Hub.
- 25.3 Publish and make available to the centre, monitoring criteria and a sanctions policy to be applied in the event that the centre fails to comply with these requirements.
- 25.4 Answer accurately, fully and within a reasonable time any reasonable enquiries received from personnel at the centre in respect of the delivery of qualifications.
- 25.5 Provide effective guidance to the centre in respect of the parts of the delivery of qualifications which the centre undertakes.
- 25.6 Provide the centre with guidance on how to best prevent, investigate and deal with malpractice or maladministration.
- 25.7 Publish timescales for the publication of results.
- 25.8 Publish and maintain a conflicts of interest policy that sets out the arrangements for the identification and management of actual or perceived conflicts of interest in the design, delivery and award of its qualifications.
- 25.9 Provide information in relation to:
- + the fee structure
  - + the policy for issuing invoices, payment of invoices and the retention and content of invoices
  - + the sanctions policy and centre monitoring criteria to be applied in cases where centres fail to comply with the requirements of Achieve+Partners
  - + 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.
- 25.10 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 purpose 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 Achieve+Partners' registration under the Data Protection Act. Achieve+Partners will not disclose information if to do so would breach a duty of confidentiality or any other legal duty.



25.11 Achieve+Partners is not required to fulfil its obligations under this agreement where the centre has given false information or has breached the terms of this agreement.

## **26. Variation and waiver**

- 26.1 No variation of this agreement shall be valid unless it is presented in writing and signed by or on behalf of each of the parties.
- 26.2 Achieve+Partners shall provide the centre with one month's written notice of any substantive changes to this agreement.
- 26.3 Achieve+Partners reserves the right to amend all other documentation without giving notice to the centre.
- 26.4 Notices in relation to this agreement are to be sent to the Managing Director of Achieve+Partners at the address as detailed on page 1 of this agreement.
- 26.5 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach.
- 26.6 A failure or delay by either party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

## **27. Liability and indemnity**

- 27.1 Nothing in this agreement shall limit or exclude either party's liability for death or personal injury caused by its negligence, or that of its personnel or subcontractors, fraud or fraudulent misrepresentation, or in any other circumstances where liability may not be limited under any applicable law.
- 27.2 Subject to clause 27.1 Achieve+Partners shall have no liability to the centre, whether in contract, tort, breach of statutory duty, or otherwise, arising under or in connection with this agreement, for any indirect loss or damage, costs or expenses whatsoever or howsoever arising out or in connection with this agreement.
- 27.3 Nothing in this agreement shall limit or exclude the centres liability under clause 27.7.
- 27.4 Achieve+Partners' liability for any claim or series of connected claims, whether in contract, tort, breach of statutory duty, or otherwise, arising under or in connection with this agreement, shall be limited to a maximum sum equal to the charges paid by the centre under this agreement within the period of 12 months preceding the event giving rise to the claim.



- 27.5 Nothing in this agreement shall exclude or restrict the liability of the centre for any breach of confidentiality by the centre or for any breach by the centre of the data protection legislation in force during the term of the agreement.
- 27.6 The provisions of clause 27.1 shall survive the termination of this agreement however arising.
- 27.7 Any of Achieve+Partners rights or remedies under this agreement, or by operation of law, may at any time be enforced separately or concurrently.
- 27.8 The centre shall indemnify Achieve+Partners against any liabilities including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses suffered, or incurred, by us, or indirectly, arising from, or in connection with:
- + any act or omission by the centre or its subcontractors which causes Achieve+Partners to be in breach of any obligation as an awarding organisation or otherwise to any third party
  - + any materials developed by the centre where Achieve+Partners' logo and/or name has been added including any defamation, malicious falsehood or any allegation that such material is obscene, offensive, illegal and blasphemous or in breach of any other regulations of a statutory of official body.

## **28. Rights of third parties**

- 28.1 Nothing in this Agreement is intended to confer on any person, any right to enforce any terms of this Agreement that the person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

## **29. No partnership or authorisation**

- 29.1 Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as an agent for the other.
- 29.2 Neither party under this agreement shall have authority to act in the name of or on behalf of or otherwise to bind the other in any way and neither party shall incur any expenditure in the name of or for the account of the other.

## **30. Force Majeure**

- 30.1 Neither party shall be in breach of this agreement if it is prevented from or delayed in carrying on its business by failure of a cause beyond its reasonable control.



30.2 In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall notify the other party. In the event that the cause continues for more than 3 Months, either party may terminate this Agreement on 30 days' notice.

### **31. Governing law and dispute resolution**

31.1 This agreement and any dispute or claim arising out of or in connection with the agreement shall be governed by, and construed in accordance with, the laws of England. Subject to the remainder of this clause, the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

31.2 In the event that any claim or dispute arises, both parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable. Both parties agree to this within one calendar month after such notice or by such date as the parties may otherwise agree in writing. If the parties are unable to resolve the dispute or claim either party may commence proceedings.

31.3 Nothing in this clause shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained within this agreement or any infringement, or threatened infringement, of the applicant's IP rights.

### **32. Termination**

32.1 Agreement can be terminated:

- a. by either party, without giving any reasons, in writing, with at least one month's notice.
- b. by Achieve+Partners immediately in certain circumstances such as the centre's insolvency or serious or continuous breach of Achieve+Partners' centre monitoring criteria

32.2 In the event of termination of the agreement the specified rights and liabilities survive termination.

32.3 The centre agrees to cease use and destroy or return materials to Achieve+Partners as required by this agreement.

32.4 Achieve+Partners will suspend the centre's access to the Achieve+Partners hub in line with the agreed withdrawal plan.



**33. Centre agreement and declaration**

- 33.1 I, the undersigned, declare that [name of centre] understands that this is an enforceable agreement between the centre and Achieve+Partners. I further understand and agree that this agreement applies for the whole period of time during which the centre operates as an approved centre of Achieve+Partners and that Achieve+Partners has the right to issue updates and amendments to the agreement from time to time.
- 33.2 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 Achieve+Partners.
- 33.3 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.
- 33.4 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.
- 33.5 Both parties agree that they have the necessary authority to enter into this agreement.

	Signed for and on behalf of [insert centre name]	Signed for and on behalf of Achieve+Partners
Signature:		
Name:		
Position:		
Date:		