

# Declaration

**For completion by Centres seeking re-approval to deliver the Pearson BTEC Higher National qualifications.**

## Higher Nationals (HNC/HND) Programme Approval

### 1. My centre (“Organisation”) will:

- i. co-operate fully with Pearson;
- ii. ensure that all Pearson learners are registered with Pearson on the correct mode of study;
- iii. complete Pearson’s [Distance Learning Self Assessment](#) form and submit it to Pearson alongside our completed Declaration, if we wish to deliver by way of Distance Learning;
- iv. research the need for and obtain, prior to the delivery of any programme, at its own responsibility and expense, all necessary licences, permissions or other form of authorisation required to operate as a centre in the jurisdiction in which the centre seeks approval; Pearson disclaims all liability in connection with and arising from the need for and procurement of or failure to procure any and all such licences, permissions or authorisations;
- v. not undertake any activity or advertising that could bring the name of Pearson into disrepute;
- vi. not use Pearson and/or, as applicable, JCQ/Ofqual/SQA/Qualifications Wales/QAA/CCEA/OfS or other relevant standards setting body name or logos without consent from the owner;
- vii. not deliver any Pearson approved qualifications at any other address other than that approved, without prior approval from Pearson;
- viii. adhere to all of Pearson and, as applicable, JCQ/Ofqual/SQA/Qualifications Wales/QAA/CCEA/OfS policies and procedures, terms and conditions for continued centre recognition and qualification approval, as amended from time to time, and whether provided in hard copy or made available on the relevant body's website. These can be found respectively at:

<http://qualifications.pearson.com/en/home.html>

<https://www.officeforstudents.org.uk/>

<http://www.jcq.org.uk/exams-office>

<https://www.gov.uk/government/organisations/ofqual>

<http://www.sqa.org.uk/sqa/70972.html>

<http://qualificationswales.org>

<http://www.qaa.ac.uk>

<http://ccea.org.uk>

- ix. in the case of vocational qualifications, adhere to the policies, procedures, guidance, regulations and/or terms and conditions of any standards setting bodies and/or sector skills councils referred to in any qualification specifications.
- x. fully indemnify Pearson for all loss, damage, costs and expenses (including legal fees) caused by my Organisation's breach of the policies and procedures;
- xi. following approval, retain a copy of the signed centre approval form for the duration of centre approval and provide Pearson with a copy upon request at any time;
- xii. fully support Pearson's centre/qualification monitoring process, including, but not limited to, allowing nominated representatives of Pearson full access to all relevant records, premises and learners which can include short notice and or unannounced visits;
- xiii. assist Pearson and, as applicable, Ofqual/JCQ/SQA/Qualifications Wales/QAA/CCEA/OfS and other relevant standards setting body in any monitoring and investigations being conducted by them or under their direction and provide them with all information or documentation - including learner work, internal verification and assessment documentation - that they request as soon as practicable;
- xiv. retain evidence of learner work for a minimum period of twelve (12) weeks following certification of the learner;
- xv. retain records of assessment and internal verification for a minimum period of three years following certification of the learner;
- xvi. deliver qualifications in accordance with the law including any relevant Equality, Copyright, Freedom of Information and Data Protection laws;
- xvii. operate required internal/external assessments in full accordance with Pearson and, as applicable, JCQ/Ofqual/SQA/Qualifications Wales/QAA/CCEA/OfS and other relevant standards setting body policies and procedures;
- xviii. monitor, review and evaluate its operations, policies and procedures and keep auditable records;
- xix. monitor the approval and accreditation period for all of the qualifications approved and seek re-approval as and when required;
- xx. commit sufficient managerial and other resources to allow it to efficiently and effectively undertake the delivery of Pearson qualification(s).
- xxi. Annually register all active Pearson BTEC Higher National students on HN Global (or other such resources platform as stipulated by Pearson) within the timeframes as set by Pearson.
- xxii. Register all Pearson BTEC Higher National students with Pearson via Edexcel Online.
- xxiii. Ensure that all Pearson BTEC Higher National students are registered on the correct mode of study within Edexcel Online.
- xxiv. Pay the annual student registration administration fee for each student, from their second year of study, and for each subsequent year whilst the student remains on programme.
- xxv. Comply with the requirements as set out in the Pearson BTEC Higher Nationals Quality Handbook(s).
- xxvi. Fully support Pearson's centre/qualification monitoring process incorporating timely annual completion and submission of Pearson's BTEC Higher Nationals Annual Programme Monitoring Report (APMR), and including, but not limited to, allowing nominated representatives of Pearson, full access to all relevant records, premises and students, which can include short notice and or unannounced visits.
- xxvii. Facilitate the engagement of Pearson BTEC Higher National students in Pearson's Annual Student Survey.

## 2. I confirm:

- i. my Organisation or key members of the management/assessment team have not previously been involved with a centre which has had centre recognition/qualification approval withdrawn by any awarding Organisation, nor had sanctions imposed by Pearson or another awarding organisation, other than as previously disclosed;
- ii. no material supporting this approval has been plagiarised; I confirm that any material supporting this application that is the intellectual property of another person or Organisation is used with the express permission of that person or Organisation;
- iii. my Organisation is fully committed to employing, training and updating a sufficient number of appropriately qualified staff to ensure appropriate management, delivery, assessment and quality assurance as per qualification requirements;
- iv. the roles, responsibilities, authorities and accountabilities of the assessment and verification team across all sites are clearly defined, allocated and understood;
- v. we will promptly make available records, information or documents associated with the delivery/review of the qualification(s) and allow Pearson and or Ofqual/SQA/Qualifications Wales/QAA/CCEA/OfS or other relevant officials access to such materials, records, premises and learners which can include short notice and or unannounced visits;
- vi. we will keep confidential the names and contact details of Pearson and or JCQ/Ofqual/SQA/Qualifications Wales/QAA/CCEA/OfS and other relevant personnel;
- vii. students are located in the country named in the Centre Approval Form and we will not deliver Pearson qualifications overseas without prior authorisation from Pearson;
- viii. information supplied to Pearson for the purposes of registration and certification will be complete, accurate and fully comply with all applicable Data Protection and Freedom of Information laws; Learners will also be informed of their registration and certification status;
- ix. the assessment procedure will be open, fair and free from bias;
- x. Pearson will be notified of any issues which put at risk my Organisation's ability to meet the centre approval criteria, including any issues which have the potential to cause an adverse effect on any learner or other stakeholder;
- xi. Pearson will be notified immediately of any changes to my Organisation which materially affect the way in which we conduct business, including but not limited to a change in the management or ownership of the Organisation, and changes to the sites at which qualifications are provided;
- xii. if we require further guidance or assistance from Pearson in respect of the provision of Pearson qualifications in accordance with our obligations set out in this application form and/or Pearson, JCQ/Ofqual/SQA/Qualifications Wales/QAA/CCEA/OfS or other relevant Standards Setting Body's policies and procedures, and terms and conditions for Centre Recognition, as amended from time to time, we will inform Pearson immediately in writing of the same;
- xiii. my Organisation will forward to Pearson a copy of all complaints received, which are not resolved by my Organisation within 28 days of receipt, and will co-operate with Pearson in respect of any action Pearson needs to take to resolve such matters;
- xiv. my Organisation will make Pearson BTEC Higher National students aware that they can refer certain complaints that are not resolved by my Organisation to the Office of the Independent Adjudicator (OIA) (if applicable);
- xv. if any of the matters I have agreed to on behalf of my Organisation, as set out in this Section, changes, I will immediately notify Pearson in writing of the same;
- xvi. my Organisation consents to Pearson sharing information relating to my Organisation with Ofqual and other awarding Organisations and relevant bodies, as it sees fit;

- xvii. systems are in place to ensure only authorised members of staff have access to Pearson platforms;
- xviii. my Organisation will monitor and ensure only authorised staff have access to email accounts (generic and/or named accounts), including the sending and receiving of emails involved in the support and delivery of Pearson qualifications;
- xix. my Organisation will, at all times, securely hold and transmit details of assessment outcomes to Pearson in line with Pearson requirements and Data Protection laws and will comply with any direction given from time to time by Pearson in respect of the handling of learner work;
- xx. my Organisation will ensure that its staff and representatives will at all times treat Pearson staff and representatives respectfully and without threat of or actual verbal or physical abuse and I understand that any breach of this term may lead to withdrawal of centre approval.

### 3. Financial:

- i. my Organisation will comply with Pearson's terms and conditions for payment of invoices;
- ii. I understand that approval of a qualification by Pearson does not imply or guarantee that it will be supported by public funding bodies;

### 4. Approval:

- i. I understand that Pearson has the right to refuse qualification approval without giving reasons as to their decision;
- ii. I understand that there is no right of appeal against approval decisions;
- iii. I understand that my centre will be asked by Pearson on an annual basis to confirm that, unless as previously notified to Pearson, there have been no material changes that would affect centre approval or qualification delivery;
- iv. Pearson centre approval and product approval constitute a binding agreement between Pearson and the Organisation and may not be transferred, sold or otherwise assigned to any third party, save as part of a change of centre ownership notified and approved by Pearson. Should my Organisation close, I shall inform Pearson in writing;
- v. I understand that my Organisation must adhere to the specific terms of approval granted by Pearson, and failure to do so could result in the application by Pearson of a sanction in accordance with published Pearson policy and which might include removal of centre and/or qualification approval;
- vi. I understand that if my Organisation withdraws from qualifications delivery for any reason, my Organisation will take all reasonable steps to protect the interests of the learners;
- vii. In addition to the provisions in the "Withdrawal of Approval" section below, I understand and accept that circumstances might arise at any time during centre approval or even before approval is granted which are beyond the control of Pearson such as the imposition of sanctions on any country, individual or Organisation by the government of any country or body, or conflict, acts or threats of terror in the country of qualification delivery that prevent Pearson from being able to maintain centre approval or which force Pearson to suspend approval for an indefinite period; in this case, notwithstanding the limitation of liability provisions below, I understand and accept that Pearson shall in no way be liable to my Organisation for such interruption to, cessation or loss of my Organisation's business and I understand and accept that my centre might need to re-apply for

centre approval at a later date and Pearson does not guarantee nor accept any liability in relation to the outcome.

- viii. I understand that approval to deliver Pearson BTEC Higher Nationals programmes will have a student number cap, be time bound and mode bound.
- ix. I understand that approval to deliver by way of Distance Learning will not be granted unless Pearson's Distance Learning Self Assessment form has been completed and submitted alongside our signed Declaration.

## 5. Disputes:

- i. I agree that this application, any subsequent centre approval and qualification approval, and all aspects of the relationship between the applicant and Pearson (together the "Agreement") are governed by and shall be construed in accordance with English law;
- ii. my Organisation submits to the exclusive jurisdiction of the English courts for all purposes relating to and in connection with the Agreement or its subject matter (including its formation, enforceability, validity and interpretation);
- iii. I agree that if any provision of the Agreement is or becomes, or is declared by any competent court or body to be, illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of the Agreement;
- iv. my Organisation will notify Pearson in writing of any issues or concerns it has in respect of Pearson or its representatives promptly or within one month of becoming aware of such issues by completing the online complaints form available at <http://qualifications.pearson.com/en/support/contact-us/feedback-and-complaints.html>
- v. I agree that, following centre approval, if any dispute arises in connection with the Agreement (other than in respect of a decision by Pearson to withdraw centre approval for reasons set out below), the parties' respective representatives shall meet together as soon as reasonably possible, and in any event within two months of the dispute first being notified, and seek to resolve the dispute and agree any necessary action, and if the dispute cannot be settled by such discussions, the dispute shall be referred to mediation before a mutually agreed mediator, or if such mediator cannot be agreed, by a mediator appointed by Centre for Effective Dispute Resolution (CEDR);
- vi. I note that nothing in the Agreement limits Pearson's liability for death or personal injury resulting from Pearson's negligence or fraud;
- vii. I agree that Pearson's aggregate liability in respect of any loss or damage suffered by my Organisation and arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid to Pearson under the Agreement;
- viii. I understand that Pearson will not be liable for any loss of profits, business or opportunity, any loss of goodwill or reputation, or any indirect or consequential loss or damage suffered or incurred by my Organisation or any third party arising out of or in connection with the Agreement
- ix. I understand that these terms and conditions including any policies and procedures referred to herein and together with the centre approval application (as updated) that forms part of this Agreement constitutes the entire agreement and understanding between the parties and supersedes all previous agreements between the parties

- x. relating to its subject matter; I acknowledge that, in signing this application, that I do not rely on and shall have no right or remedy in respect of any assurance, statement, warranty or representation made (whether innocently or negligently) of any person, including a Pearson regional representative, but note that nothing in this paragraph excludes Pearson's liability for fraud;
- xi. I understand that Pearson reserves the right to vary these terms and conditions from time to time and will communicate variations to the terms electronically. The prevailing version of the terms and conditions will be published on the <http://qualifications.pearson.com> website.

## 6. Withdrawal of approval:

- i. I understand that Pearson reserves the right to withdraw centre approval and/or qualification approval if Pearson considers, in its absolute discretion, that:
  - a) my Organisation fails to continue to meet the centre approval and/or qualification approval criteria or quality is otherwise not maintained
  - b) there is any breach of, or failure to comply with, Pearson's centre policies and procedures;
  - c) my Organisation remains inactive for two years or more (that is, makes no new registrations and has no active learners on Pearson programme(s) for two years).
  - d) continued approval would bring examination/assessment systems into disrepute or otherwise harm or potentially harm Pearson's reputation;
  - e) any of the matters set out in my centre's application are or become incorrect and Pearson has not been informed in writing of such a change and/or such a change is not acceptable to Pearson;
  - f) my Organisation fails to comply with any of the obligations I have agreed to on behalf of my Organisation as set out in these terms and conditions;
  - g) an insolvency event has occurred, including, but not limited to, circumstances where:
    - i. my Organisation suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
    - ii. my Organisation commences negotiations with its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
      - a petition is filed, notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of my Organisation;
    - iii. an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed to my Organisation; or
      - my Organisation fails to pay Pearson's invoices within 60 days of such invoices falling due;
      - my Organisation fails to fulfil any minimum registration requirements set by Pearson;
  - iv. I understand that Pearson might be required to notify other Awarding Organisations and other parties as necessary of any withdrawal of centre approval and reserves the right to do so.