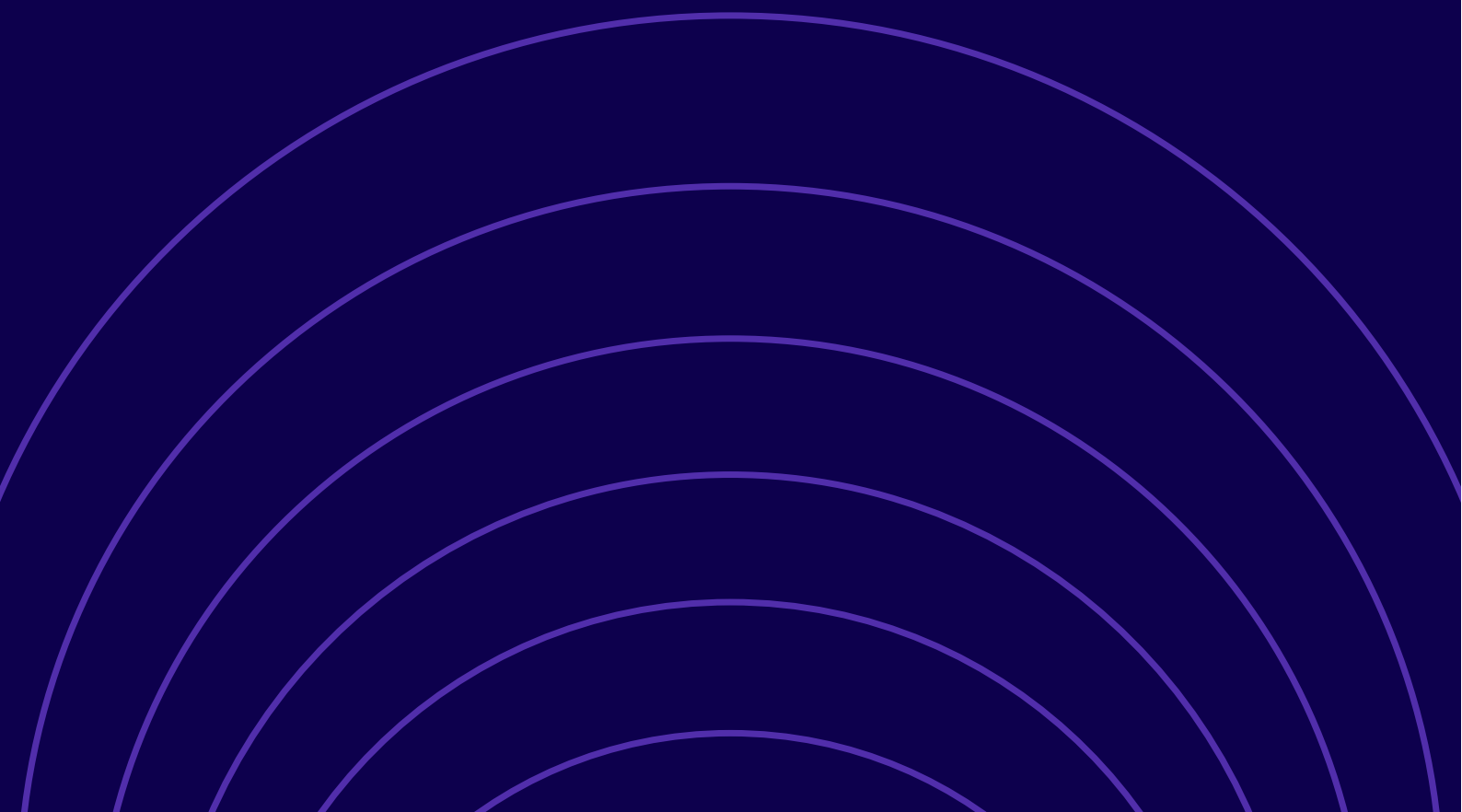




Qualification Contract

Updated August 2025



Terms & Conditions

1. These terms and conditions

- 1.1 This document sets out Pearson terms and conditions for approved centres and, together with your centre approval application form, forms our contract with you.
- 1.2 We may need to amend these terms and conditions from time to time. We will inform you when a change has been made and publish any amended terms and conditions on our website.
- 1.3 Save as expressly indicated in this document, these terms and conditions shall be governed by and interpreted in accordance with English law and the parties shall submit to the jurisdiction of the English courts.

2. Pearson service levels

- 2.1 The JCQ General Regulations for Approved Centres, published annually on JCQ's website and linked below at section 3.3, includes information on the services your centre can expect from awarding organisations.



3. General requirements

I confirm my centre will:

- 3.1 take all reasonable steps to ensure that Pearson is able to comply with its General Conditions of Recognition as required by the qualifications, examinations and assessments' regulators for [England](#), [Wales](#) and [Northern Ireland](#), and where appropriate with SQA Accreditation's [regulatory requirements](#).
- 3.2 adhere to all of [Pearson's policies](#) and procedures including those set out in the [Pearson information manual](#) as amended from time to time.
- 3.3 adhere to [JCQ](#) (and where applicable, [Ofqual](#), [SQA Accreditation](#), [Qualifications Wales](#), [CCEA Regulation](#) and [OfS](#) and [QAA](#)) policies and procedures as amended from time to time.
- 3.4 cooperate with Pearson in respect of any quality assurance or monitoring processes or investigations.
- 3.5 operate a complaints or appeals process for the benefit of learners and cooperate with Pearson in respect of the management of complaints or appeals which are escalated to Pearson.
- 3.6 deliver qualifications in accordance with the law including any relevant safeguarding, equality, copyright, and data protection laws.
- 3.7 notify Pearson of any issues which might affect my centre's ability to meet Pearson's requirements, including any issues which have the potential to harm the interests of any learner;
- 3.8 deliver Pearson approved qualifications only at the address and in the country notified in the approval application, unless notified to and approved by Pearson and only after and not before Pearson approval has been formally and officially granted;
- 3.9 ensure that its staff and representatives at all times treat Pearson staff and representatives respectfully and without threat of or actual verbal or physical abuse.
- 3.10 notify Pearson immediately if my centre intends to withdraw from qualification delivery or is at risk of insolvency as set out in our [Centre Closure Policy](#).
- 3.11 take all reasonable steps to protect the interests of learners in the event that my organisation withdraws from qualification delivery for any reason.
- 3.12 take all reasonable steps in the course of its qualifications delivery and interactions with Pearson prior to and during its centre approval to make all relevant declarations of actual, potential or perceived conflicts of interest (as set out in the JCQ General Regulations for Approved Centres) wherever these arise and ensure my centre avoids and manages conflicts of interest appropriately to minimise the risk to the integrity of assessments.

4. Data Protection and Information Security

- 4.1 My centre will comply with all of its obligations as a Data Controller for the purposes of the Data Protection Act 2018 and General Data Protection Regulations.
- 4.2 Pearson, as an awarding organisation, is also an independent Data Controller for the purposes of that legislation and relies upon my centre to provide candidates with the appropriate transparency information. My centre will provide candidates with the JCQ document [Information for candidates – Privacy Notice, General and Vocational Qualifications](#), at the point of registration or examination entry.
- 4.3 My centre will share candidate personal data, including name, address, gender, date of birth and academic performance with Pearson so that Pearson can perform its role as an awarding organisation. My centre will also provide Pearson with sensitive personal data such as ethnic origin and health where it is appropriate.
- 4.4 Pearson will use the personal data supplied by my centre to examine and award qualifications, to maintain a comprehensive archive of candidates' examination results and may also share that information with educational agencies and regulators such as the Department for Education, local authorities, UCAS and the Education and Skills Funding Agency.
- 4.5 My centre will ensure that only authorised persons who have been trained on and understand their obligations in connection with the processing of personal data shall have access to Pearson services used for the management of learner information.
- 4.6 Pearson and my centre shall each retain the data they hold in accordance with their data retention policies and are each responsible for responding to any requests from an individual in connection with any shared personal data they hold.
- 4.7 As independent Data Controllers my centre and Pearson shall each be responsible for notifying regulators and affected data subjects in the event of a data security breach in connection with any personal data in their possession which requires notification in accordance with applicable data protection legislation. However, in the event of such a breach affecting shared personal data the centre and Pearson shall also inform each other of that breach as soon as is reasonably practicable.
- 4.8 As independent Data Controllers my centre and Pearson are each responsible to individuals and to regulators for the processing of personal data in their care and shall explain that to any individuals who wish to complain about the handling of personal data or to a regulator if appropriate.
- 4.9 My centre will ensure that it only uses Pearson platforms to upload learner evidence and, where required, related assessment or other administrative documentation. This is to ensure that the centre's learner data is shared only within a secure environment with access controls.

5. Marketing

- 5.1 My centre will not undertake any activity or advertising that could bring the name of Pearson into disrepute, including but not limited to delivering qualifications at a centre before formal approval has been granted or after approval has been withdrawn.
- 5.2 My centre will not use any JCQ (or where applicable Ofqual, SQA Accreditation, Qualifications Wales, CCEA Regulation, OfS or QAA) name or logo without consent from the owner.
- 5.3 My centre will only use logos belonging to and/or licensed to Pearson with Pearson's written consent or in accordance with [Pearson's branding and marketing guidelines](#).

6. Grant and Withdrawal of Approval

- 6.1 I understand and accept that Pearson is not obliged to grant approval status to my centre and may at its discretion decline to grant centre or qualification approval without giving any reason for this. I further understand and accept that there is no right of appeal in respect of any decision by Pearson not to grant approval to my centre.
- 6.2 I understand and accept that Pearson reserves the right to withdraw centre approval and/or qualification approval if Pearson considers, in its absolute discretion, that any of the events set out in [Pearson's Policy on the Removal of Centre and Programme Approval](#) entitling Pearson to withdraw approval from a centre has occurred.
- 6.3 I understand and accept that Pearson might be required to notify other awarding organisations and other parties as necessary such as regulatory authorities of any withdrawal of centre approval.
- 6.4 I understand and accept that from time to time Pearson may withdraw particular qualifications or products from sale, having given adequate notice to approved centres of the intended withdrawal.

7. Financial Arrangements

- 7.1 Pearson's fees list is published on Pearson's website [here](#).
- 7.2 More general information about Pearson fees can be found [here](#).
- 7.3 My centre will comply with Pearson's [terms and conditions for payment of invoices](#) and with any minimum spend requirements Pearson communicates to it from time to time.
- 7.4 Each party's aggregate liability to the other in respect of any loss or damage suffered by either party arising out of or in connection with the centre approval agreement, whether in contract, tort (including negligence) or in any other way shall not exceed the amount of the fees paid by your centre to Pearson in the twelve months preceding the breach.
- 7.5 Neither party shall be liable for any loss of profits, business or opportunity, loss of goodwill or reputation or any indirect or consequential loss or damage suffered or incurred by the other party or any third party arising out of or in connection with the centre approval agreement.
- 7.6 If VAT is payable on Pearson's services, this will be chargeable in addition to the fees.

8. Vocational Centres only

The following provisions apply exclusively to centres approved to or applying for approval to offer vocational qualifications.

I confirm my centre:

- 8.1 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;
- 8.2 understands the need to clearly define and allocate the roles, responsibilities, authorities and accountabilities of the assessment and verification team across all sites;
- 8.3 will operate required internal/external assessments in full accordance with Pearson, JCQ and, as applicable, Ofqual, SQA Accreditation, Qualifications Wales, CCEA Regulation, QAA, OfS and other relevant standards setting body policies and procedures;
- 8.4 (a) will retain evidence of learner work for a minimum period of twelve (12) weeks following certification of a learner. Before this end of this 12 week period Pearson may request that centres retain learner work until the next verification cycle;
(b) for qualifications that operate under the work-based learning quality assurance model (i.e. operate on a Direct Claims Status system) centres must retain all learner evidence (including assessment and verification documentation) for learners that have been certificated in between standards verifications (in some cases this could be up to a year);
- 8.5 will retain records of assessment and internal verification for a minimum period of three years following certification of the learner;
- 8.6 will maintain accurate student records and will update information held on Pearson's systems in compliance with instructions and timelines set by Pearson;
- 8.7 will monitor the approval and accreditation period for all of the qualifications approved and seek re-approval as and when required;
- 8.8 understands that learners will be informed by Pearson of their registration and certification status;
- 8.9 will comply with the requirements as set out in the relevant Pearson vocational quality handbook(s) for the qualifications delivered: [BTEC Centre Guide to Quality Assurance](#) and [BTEC Centre Guide to Policies & Procedures](#);
- 8.10 continues to comply with the centre recognition criteria as set out in the [Pearson Vocational Centre Approval Handbook](#);
- 8.11 will 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;
- 8.12 understands that whilst a temporary suspension is in place, my centre cannot enrol students onto Pearson programmes.



9. Higher National Qualifications only

The following provisions apply exclusively to centres approved to or applying for approval to offer Higher National qualifications.

I confirm my centre will:

- 9.1 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;
- 9.2 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;
- 9.3 register all Pearson BTEC Higher National students with Pearson via Edexcel Online;
- 9.4 ensure that all Pearson BTEC Higher National students are registered on the correct mode of study within Edexcel Online;
- 9.5 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;
- 9.6 comply with the requirements as set out in the [Pearson BTEC Higher Nationals Quality Handbook\(s\)](#);
- 9.7 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 in exceptional circumstances can include short notice and or unannounced visits;
- 9.8 facilitate the engagement of Pearson BTEC Higher National students in Pearson's Annual Student Survey;
- 9.9 inform Pearson BTEC Higher National students that they might in some circumstances be able to refer certain complaints that are not resolved by my centre to the Office of the Independent Adjudicator (OIA);
- 9.10 accept that approval to deliver Pearson BTEC Higher Nationals programmes will have a student number cap, be time bound and mode bound.

10. International Centres only

The following provisions apply only to all types of centres located outside the United Kingdom applying for centre or qualification approval or re-approval.

- 10.1 My centre will 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.
- 10.2 I understand that circumstances might arise during the approval application process or during the centre approval itself in respect of economic or political sanctions placed on individuals, companies or countries, or acts or threats of military conflict or terror which make it impossible for Pearson to grant approval or to continue with the centre approval. In such a case, I understand that Pearson will not be held liable for any harm, losses, costs or damage arising from the need: to suspend or abandon the centre approval application or the approval itself; or, at its discretion, to request that the centre re-apply at a later date.
- 10.3 In some countries there may be a requirement to deduct an amount of tax (often called 'withholding tax') from payments to overseas jurisdictions. Where my centre is required by law to make a deduction or withholding from a payment to Pearson for any taxes, my centre will be liable to gross up any amount due as if the withholding were not required. Should my centre require assistance obtaining a standard Pearson certificate of residence to provide to the relevant Governmental Authority to support that payments by my centre to Pearson:
- are exempt from such deductions or withholding; or
 - benefit from reduced rates (for example under a double taxation treaty),
 - Pearson shall endeavour to provide such standard Pearson certificate of residence.
- Should my centre legally require valid documentation over and above a standard Pearson certificate of residence to obtain such exemption or reduction from withholding tax, my centre will be obligated to provide proof of such legal requirements under local legislation.
- 10.4 For the avoidance of doubt, Pearson will not be liable for indirect taxes required by law in jurisdictions outside of the UK; my centre will be liable for compliance with and payments for indirect taxes in such overseas jurisdictions, where applicable. If VAT is payable on Pearson's services, this will be chargeable in addition to the fees. In the event that you are liable to self assess VAT on Pearson's fees under the reverse charge mechanism, you agree to undertake the necessary calculations and declarations due under local tax laws.



10.5 The law and jurisdiction clause in section 1.3 of this document shall not apply to the Agreement between Pearson and any centre in the People's Republic of China or UAE to which the following shall apply instead respectively:

10.5.1 **For centres in UAE:** any dispute arising out of or in connection with this Agreement shall be submitted to arbitration by the Dubai International Arbitration Centre (DIAC). The arbitration shall be conducted in accordance with the arbitration rules of the DIAC in effect at the time of applying for the arbitration. The number of arbitrators shall be three. The seat of arbitration shall be Dubai. The language to be used in the arbitration shall be English. The arbitration award shall be final and binding upon both parties.

This Agreement, including its validity, interpretation, performance, breach, termination, and dispute resolution, shall be governed by and construed in accordance with the substantive laws of the Dubai International Finance Centre (DIFC) unless the parties expressly agree otherwise in writing.

10.5.2 **For centres in the People's Republic of China:** any dispute arising out of or in connection with this Agreement shall be submitted to arbitration by the China International Economic and Trade Arbitration Commission (CIETAC). The arbitration shall be conducted in accordance with the arbitration rules of CIETAC in effect at the time of applying for the arbitration. The number of arbitrators shall be three. The language of the arbitration shall be English. The arbitration award shall be final and binding upon both parties.

This Agreement, including its validity, interpretation, performance, breach, termination, and dispute resolution, shall be governed by and construed in accordance with the substantive laws of the People's Republic of China (excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG)), unless the parties expressly agree otherwise in writing.



11. Anti Bribery and Corruption

- 11.1 My centre and I will procure that my officers, partners, employees, agents and any other persons who perform services for or on our behalf in connection with this Agreement will:
- (a) comply with all applicable laws related to bribery, corruption and related matters including the US Foreign Corrupt Practices Act and the UK Bribery Act and the laws of the Territory;
 - (b) not commit any act or omission which causes or may cause Pearson to be in breach of, or to commit an offence under, any laws relating to anti-bribery and/or anti-corruption;
 - (c) comply with the [Pearson Business Partner Code of Conduct](#) as updated from time to time, which I acknowledge I have read and reviewed and will review no less frequently than annually;
 - (d) keep accurate and up to date records showing all payments made and received and all other advantages given and received by my centre in connection with this Agreement and the steps we take to comply with this clause 11.1, and permit Pearson to inspect those records as reasonably required; and
 - (e) provide Pearson (at our cost) with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant client, government or agency or regulator in any relevant jurisdiction for the purpose of compliance with any anti-bribery laws.
- 11.2 My centre will promptly report to Pearson any request or demand for any financial or other advantage of any kind received whether directly or indirectly in connection with the performance of these terms of engagement.
- 11.3 My centre will immediately give written notice to Pearson upon a breach, or suspected breach, of any of our obligations at clauses 11.1 or 11.2 occurring.
- 11.4 Pearson shall have the right to withdraw approval with immediate effect should it have reason to believe that my centre has acted, or will act, in breach of clauses 11.1 or 11.2 without any further liability to my centre.

12. Sanctions

- 12.1 My centre and any of its affiliates, subsidiaries, owners, directors, or agents, that are acting or will act in the execution of this Agreement represents and warrants that:
- 12.1.1 it is in compliance with and will comply with all applicable sanctions and export regulations, including, but not limited to, the laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC') and the U.S. Department of Commerce's Bureau of Industry and Security ('BIS'); the United Nations ('UN'); the European Union ('EU') and its Member States; and the United Kingdom (collectively the 'Sanctions Regulations' and has appropriate policies and procedures in place to ensure such compliance;
 - 12.1.2 it is not subject to sanctions, investigation, penalties, or restrictions under applicable Sanctions Regulations;
 - 12.1.3 it does not do business in a country or territory whose government is currently subject to Sanctions Regulations and undertakes not to involve any person, individual, company or entity that is subject to the Sanctions Regulations in the execution of the activities covered by this Agreement;
 - 12.1.4 it does not engage in transactions involving an industry, sector, or end use which is prohibited by Sanctions Regulations;
 - 12.1.5 any amounts paid to Pearson under this Agreement do not result from investments for the benefit of any government, individual or entity that is subject to Sanctions Regulations;
 - 12.1.6 any amounts paid by Pearson will not be used to finance or facilitate any activities or business transactions that result in a violation of applicable Sanctions Regulations by any person;
 - 12.1.7 it agrees not to export, reexport, distribute, ship, resell, divert, transfer or utilise, directly or indirectly, any technology or services provided by Pearson in violation of applicable Sanctions Regulations, including but not limited to:
 - 12.1.7.1 exporting Pearson provided services or technology to a country subject to Sanctions Regulations; and
 - 12.1.7.2 providing, reselling or distributing the technology or services to an individual or entity on a list of prohibited parties under applicable Sanctions Regulations.
- 12.2 to the extent that it provides any technology and software to Pearson, it shall:
- (a) provide the necessary information and export classifications necessary for Pearson to comply with any limitations on the use, export, re-export, or transfer of such technology;
 - (b) promptly notify Pearson of any change to the export classification of the technology or software; and
 - (c) defend, indemnify and hold harmless Pearson against all losses, damages, fines and expenses whatsoever which it may suffer arising or resulting from the inaccuracy of such information and export classification.
- 12.3 it will not do anything (either by act or omission) during the course of this Agreement which would cause Pearson to be in breach of any Sanctions Regulations;

- 12.4 it will keep accurate books, accounts, and records in order to confirm compliance with these obligations;
- 12.5 it will notify Pearson, immediately in writing, upon a breach, or suspected breach, of any of these obligations;
- 12.6 it will provide Pearson (at Pearson's cost) with such reasonable assistance as Pearson may require from time to time to enable Pearson to perform any activity required by any relevant client, government agency or regulator in any relevant jurisdiction for the purpose of compliance with applicable Sanctions Regulations; and
- 12.7 it agrees that any information relating to this Agreement may be disclosed at any time and for any reason to any government authority that Pearson determines has a legitimate need for such information.
- 12.8 Failure to comply with the above provisions shall be considered an irremediable material breach of this Agreement and entitle termination by Pearson without any further liability on the part of Pearson.
- 12.9 Audit. In order to confirm my centre's compliance with this section, Pearson will be allowed reasonable access to my centre's books, accounts, and records and shall have the right to audit those books, accounts, and records and may use third parties, such as external audit firms to assist in any such audit. My centre agrees to cooperate fully in any such audit.





13. Signature and Declaration

- 13.1 I am the Head, Principal or Chief Executive of the centre named below, or am authorised by my centre to enter into this binding Agreement.
- 13.2 My centre will notify Pearson immediately if there is a change in the head of centre or ownership of the centre.

Centre name and NCN number (if applicable)

Authorised signature*

Print name

Position within organisation

Date of submission

**Your email address will be accepted as confirmation of your agreement.*