

Agreement by Principal or Chief Executive or Head of Organisation/Institution

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 From time to time we may need to amend these terms and conditions. We will inform you when a change has been made, and publish any amended terms and conditions on our website.

1.3 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 Pearson has set out in its [Customer Pledge](#) information about the service levels offered by Pearson and the timescales within which centres can expect delivery of the services. The JCQ General Regulations for Approved Centres, published annually on JCQ's website and linked below at section 3.3, also 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](#), [Qualifications Wales](#), [CCEA](#) and, [OfS](#) and [QAA](#)) policies and procedures as amended from time to time.

3.4 cooperate with Pearson in respect of any quality assurance processes, malpractice investigations and the management of complaints.

3.5 deliver qualifications in accordance with the law including any relevant safeguarding, diversity, copyright, and data protection laws.

3.6 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;

3.7 deliver Pearson approved qualifications only at the address and in the country notified in the approval application, unless notified to and approved by Pearson;

3.8 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.

3.9 take all reasonable steps to protect the interests of learners in the event that my organisation withdraws from qualification delivery for any reason.

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 a Data Controller for the purposes of that legislation but 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 race 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 data controllers in common 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 controllers in common 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.

5. Marketing

5.1 My centre will not undertake any activity or advertising that could bring the name of Pearson into disrepute.

5.2 My centre will not use any JCQ (or where applicable Ofqual, SQA, Qualifications Wales, CCEA, 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 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 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.

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, Qualifications Wales, CCEA, 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 the end of this 12 week period Pearson may request that centres retain learner work until the next verification cycle

8.4 (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 monitor the approval and accreditation period for all of the qualifications approved and seek re-approval as and when required;

8.7 understands that learners will be informed by Pearson of their registration and certification status.

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

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 Author: International Quality Standards and Operations Manager
 Authorised by Head of Centre Management
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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.